

FRANCHISE DISCLOSURE DOCUMENT

Club Z!, Inc.
a Florida corporation
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www.clubztutoring.com



~~As a The franchisee will operate a~~ CLUB Z!® franchisee you will operate an In-Home Tutoring franchise business offering affordable tutoring services at a student's home.

The total investment necessary to begin operation of a CLUB Z! franchised business is from ~~\$33,900~~\$31,475 to ~~\$60,600~~\$50,425. This includes ~~\$240,750~~ to ~~\$44,500~~\$35,750 that must be paid to franchisor or its affiliates. This is the total of all initial fees and payments for services or goods received from the franchisor and its affiliates before the business opens.

This ~~D~~disclosure ~~D~~document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this ~~D~~disclosure ~~D~~document and all accompanying agreements carefully. You must receive this ~~D~~disclosure ~~D~~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 government agency has verified the information contained in the 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 Cari Diaz, Vice President-~~of~~ Operations at 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647, Telephone 813-931-5516, corporate@clubztutoring.com.

The terms of your contract will govern your franchise relationship. Don't rely on the ~~D~~disclosure ~~D~~document alone to understand your contract. Read all of your contract carefully. Show your contract and this ~~D~~disclosure document to an advisor like a lawyer or 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 Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: April 3029, 201920.

STATE COVER PAGE

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

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

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

~~Please consider the following RISK FACTORS before you buy this franchise:~~

- ~~1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR, AS APPLICABLE, LITIGATION ONLY IN FLORIDA. OUT-OF-STATE ARBITRATION OR, AS APPLICABLE, LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.~~
- ~~2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU WANT TO COMPARE THESE LAWS.~~
- ~~3. YOU MUST MAKE MINIMUM ROYALTY OR ADVERTISING PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.~~
- ~~4. DURING THE LAST 3 YEARS, A LARGE NUMBER OF FRANCHISED OUTLETS WERE RE-ACQUIRED. THIS FRANCHISE COULD BE A HIGHER RISK INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LOWER TURNOVER RATE.~~
- ~~5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

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

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration or disclosure laws, with the following effective dates~~

State	Effective Date
California	May 9, 2019
Hawaii	Pending
Illinois	April 26, 2019
Indiana	November 23, 2018
Maryland	Pending
Michigan	
Minnesota	Pending
New York	Pending
North Dakota	
Rhode Island	May 1, 2019
South Dakota	
Virginia	Pending
Washington	Pending
Wisconsin	April 18, 2019

~~In all the other states, the effective date of this Franchise Disclosure Document is the issuance date of April 30, 2019.~~

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:

<u>QUESTION</u>	<u>WHERE TO FIND INFORMATION</u>
<u>How much can I earn?</u>	<u>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 E & F.</u>
<u>How much will I need to invest?</u>	<u>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.</u>
<u>Does the franchisor have the financial ability to provide support to my business?</u>	<u>Item 21 or Exhibit B includes financial statements. Review these statements carefully.</u>
<u>Is the franchise system stable, growing, or shrinking?</u>	<u>Item 20 summarizes the recent history of the number of company-owned and franchised outlets.</u>
<u>Will my business be the only CLUB Z! In-Home Tutoring business in my area?</u>	<u>Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.</u>
<u>Does the franchisor have a troubled legal history?</u>	<u>Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.</u>
<u>What's it like to be a CLUB Z! In-Home Tutoring franchisee?</u>	<u>Item 20 or Exhibits E & F list current and former franchisees. You can contact them to ask about their experiences.</u>
<u>What else should I know?</u>	<u>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.</u>

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 A.

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 mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

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.

NOTICE REQUIRED UNDER HAWAIIAN FRANCHISE LAW

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

~~THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OR 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. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.~~

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Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	Manual Table of Contents
Exhibit E	List of Franchise Owners
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Exhibit G	State Specific Addenda / Riders

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN AN ADDENDUM OR RIDER.

ITEM 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

The Franchisor is **CLUB Z!, INC.**, referred to as “we,” “us,” or “our.” We also do business under the name “**CLUB Z!® IN-HOME TUTORING.**” “You” means a person who buys the right to operate a CLUB Z!® In-Home Tutoring franchise from us. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also will apply to your owners. This Disclosure Document will indicate when your owners also are covered by a particular provision.

We are a Florida corporation, formed on June 19, 1995. Our current principal business address is 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647. Our agent in this state for service of process is, if applicable, disclosed in Exhibit “A.” We conduct business under our corporate name and under the trade and service marks “CLUB Z!®” and associated logos, designs, symbols and trade dress. See Item 13.

Our Predecessors and Affiliates

We have no parent or predecessors.

Our affiliate, Fast-Teks, Inc., a Florida corporation, was established June 25, 2004. Fast-Teks, Inc.’s principal business address is 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647. Fast-Teks, Inc.’s principal business is offering franchises under the trade name FAST-TEKS which provides onsite computer services. Fast-Teks, Inc. has been offering on site computer services franchises since February 2005. Fast-Teks, Inc. has ~~12~~12 franchises.

Our affiliate, Club Z! In-Home Tutoring Services, Inc., a Florida corporation was established on October 12, 2005. Club Z! In-Home Tutoring Services, Inc.’s principal business address is 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647. Club Z! In-Home Tutoring Services, Inc.’s principal business is conducting supplemental education services under the name Club Z! In-Home Tutoring for academic tutoring through the No Child Left Behind Act. Club Z! In-Home Tutoring Services, Inc. provides support to Club Z! franchisees working with No Child Left Behind authorized supplemental education services. Club Z! In-Home Tutoring Services, Inc. also provides government sponsored tutoring services in non-franchised territories.

Our affiliate ABZ Franchise Systems, Inc., a Florida corporation was established on June 25, 2004. ABZ Franchise Systems, Inc.’s principal business address is 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647. In 2011, ABZ Franchise Systems, Inc. began providing supplemental education services under the name ABZ Prep for academic tutoring through private placement and government sponsored tutoring programs in non-franchised territories.

Our affiliate, ActiKare, Inc., a Florida corporation, was established September 5, 2007. ActiKare, Inc.’s principal business address is 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647. ActiKare, Inc.’s principal business is to offer franchises under the trade name ACTIKARE which provides in-home care services. ActiKare, Inc. has ~~131~~130 franchises.

Except as provided above, our affiliates have not offered franchises in this or any other line of business. Except as provided above, we have no affiliates required to be disclosed in Item 1.

The principal business addresses of our agents for service of process are shown on Exhibit A.

CLUB Z!® In-Home Tutoring System.

We have expended considerable time and effort developing a system for providing tutoring services and related merchandise and products (a "**CLUB Z!® In-Home Tutoring Service**" or a "**CLUB Z!® Business**"). We use, promote and license in the operation of a CLUB Z!® Business, the service marks and trade name "CLUB Z!®" and "CLUB Z!® stylized" and other associated logos, designs, artwork and trade dress, trademarks, service marks, commercial symbols, and e-names, which have gained and continue to gain public acceptance and goodwill, and may create, use and license additional trademarks, service marks, e-names and commercial symbols in conjunction with the operation of CLUB Z!® Businesses (collectively, the "**Marks**"). CLUB Z!® BUSINESSES operate under the Marks and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the "**System**").

In the CLUB Z!® System, our franchisees, whom we refer to as Area Director franchisees, recruit qualified teachers to perform services for students. The System uses these qualified teachers to tutor children one-on-one in the child's home using a wide variety of textbooks, workbooks and computer programs. Our tutoring programs improve academic skills as well as attitudes towards learning. Our tutors work in partnership with the child's classroom teachers. We assist you in operating your Business and design an on-going marketing program to reach potential customers within your protected territory. Generally, CLUB Z!® Businesses market to students from grades pre-K to grade 12.

Our Franchise Program.

In this Disclosure Document we grant to persons who meet our qualifications and who are willing to undertake the investment and effort, franchises for the right to own and operate a CLUB Z!® Business (the "**Franchise**") within a protected territory. Our current form of Franchise Agreement is attached as Exhibit "C."

Our Business.

We have been offering franchises since July 1998. We operated a CLUB Z!® In-Home Tutoring Service from October 1995 until June 2000. We do not currently operate a CLUB Z!® In-Home Tutoring Service. As of the date of this Disclosure Document we have ~~385~~ 383 franchise locations. We do not engage in other business activities and have not offered franchises in other lines of business.

Competition.

You will be competing with schools, learning centers, teachers and other tutoring services. These CLUB Z!® Businesses and similar businesses may be associated with national or regional chains or may be local independent CLUB Z!® Businesses and other businesses. The market for CLUB Z!® Businesses is developed in some areas and developing in other areas, depending on the number of this type of CLUB Z!® Businesses in the particular area.

Regulations.

There are no regulations specific to the industry in which CLUB Z!® Businesses operate, although you must comply with all local, state and federal laws that apply to CLUB Z!® Business operations. You will also be required to comply with workers' compensation, equal protection and workplace safety laws and regulations, including Title VII and the ADA.

ITEM 2 BUSINESS EXPERIENCE

Director and CEO: Mark Lucas

Mr. Lucas has been our Director and CEO since January 2000. Since 2003, Mr. Lucas has been the President of ML Capital Group, Inc., located in Tampa, Florida. ML Capital Group, Inc. is a shareholder of Club Z!, Inc. and Fast-Teks, Inc. Mr. Lucas has been the Director and CEO of our affiliate Fast-Teks, Inc. since its formation in June 2004. Mr. Lucas has been founder, Director and CEO of our affiliate ActiKare, Inc., since September 2007. Mr. Lucas was Director and CEO of NZone Sports of America, Inc. from December 2010 to May 2015.

Director of Franchise Development: James Murphy

~~Mr. Murphy has been our Director of Franchise Development since August 2018. From inception in June 1995 to August 2018, Mr. Murphy was our President. Mr. Murphy has been Director of Franchise Development of our affiliate, Fast-Teks, Inc. located in Tampa, Florida since August 2018. From its formation in June 2004 to August 2018, Mr. Murphy was President of Fast-Teks, Inc. Mr. Murphy has been Director of Franchise Development of our affiliate ActiKare, Inc., located in Tampa, Florida since August 2018. From September 2007 to August 2018, Mr. Murphy was President of ActiKare, Inc.~~

Vice President: Cari Diaz

Mrs. Diaz has been our Vice President since April 2014. From June 2010 to April 2014, Mrs. Diaz was our Vice President of Operations. From July 2005 to April 2014, Mrs. Diaz was our Director of Franchise Support. From January 2004 to July 2005, Mrs. Diaz was our Manager of the Sales Support Center and Franchise Support. Mrs. Diaz has been Vice President of Operations for ActiKare, Inc. since June 2011. Mrs. Diaz was Director of Franchise Support for ActiKare, Inc. from September 2007 to July 2011. Mrs. Diaz has been Vice President of Operations for Fast-Teks, Inc. in Tampa, FL since June 2011. In addition, Mrs. Diaz has been the Director of Franchise Support of Fast-Teks, Inc. in Tampa, Florida since 2005. Mrs. Diaz was Director of Franchise Support of NZone Sports of America, Inc. located in Tampa, FL from December 2010 to May 2015.

Director, Secretary and Director of Operations: Jessica Pisculli

Mrs. Pisculli has been our Director of Operations since August 2018. Mrs. Pisculli was our Director of Franchise Development from September 2012 to August 2018. Mrs. Pisculli is also Director of Operations for our affiliate ActiKare, Inc., located in Tampa, Florida, since August 2018. Mrs. Pisculli was Director of Franchise Development of ActiKare, Inc. from September 2012 to August 2018. Mrs. Pisculli is also Director of Operations of our affiliate Fast-Teks, Inc., located in Tampa, Florida, since August 2018. Mrs. Pisculli was Director of Franchise Development for Fast-Teks, Inc. from September 2012 to August 2018. Mrs. Pisculli was Director of Franchise Development for NZone Sports of America, Inc., located in Tampa, Florida, from September 2012 to May 2015. Prior, Mrs. Pisculli held the following positions with Club Z!, Inc., Executive Assistant from September 2007 to September 2012; Educational Director from September 2006 to September 2007 and Franchise Support from August 2005 to September 2006. In addition, Mrs. Pisculli was an Executive Assistant from September 2007 to September 2012 with ActiKare, Inc.

Director of Franchise Support: Amanda Farley

Mrs. Farley has been our Director of Franchise Support since April 2014. From April 2006 to April 2014, Mrs. Farley was our Senior Support Specialist. From May 2005 to May 2006, Mrs. Farley was a CLUB Z![®] Franchise Support Specialist.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

Your initial franchise fee varies depending on the population of the territory as follows:

Franchise Fee	Population Up To:
\$19,750	50,000
\$27,250	100,000
\$34,750	150 200,000
\$42,500	200,000

You must pay the initial franchise fee in a lump sum when you sign the Franchise Agreement. In consideration for this initial franchise fee, we grant you a franchise to operate a CLUB Z![®] Business in a protected territory, provide you with initial training, and furnish you with the Franchise Package, described in the Franchise Agreement.

All fees are non-refundable. You pay us or our affiliates no other fees or payments for services or goods before your business opens.

You must pay to us \$~~21~~,000 within 15 days after you sign the Franchise Agreement for the implementation of an official grand opening advertising campaign.

ITEM 6 OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Royalty/Support Fee ¹	The greater of: <u>6%</u> to 8% of Gross Sales ² or: (a) \$50450 —\$750 per month for up to 50,000 population; (b) \$550 —\$750 per month for up to 100,000 population. <u>The greater of 6% of Gross Sales² or: (e) \$6500—\$750</u> per month for <u>an expanded territory* of</u> up to 150200 200,000 population. ; or (d) \$750 per month for up to 200,000 population³	Payable by the <u>510th</u> day of each month	See Note 3 below.
Advertising Fund ¹	The greater of: 2% of Gross Sales ² -or \$50 per month	Payable by the <u>510th</u> day of each month	The Advertising Fund fee will commence 30 days after completion of training.
Club Z! Business Package	\$250-\$3 <u>500</u> per month	Payable on the 1 st day of each month	Beginning 30 days from the date of your Franchise Agreement, \$250 must be paid directly to us for cold-calling <u>call center services/</u> appointment setting <u>services</u> , <u>cold calling potential business partners on your behalf</u> , live chat services, Sales Support Center services , and a customized Website. This fee will increase to \$300 your third year in business and to \$350 in your fifth year in business ; and remain at \$3 <u>500</u> for the remainder of your Franchise Agreement. Payment shall be made monthly by automatic debit to your credit card.
Late Fees ¹	\$100 initial fee, plus 1.67% or the maximum interest rate permitted by state law if less, of the amount due for each day after the due date that payment is not received.	As incurred	Payable only when the Royalty/Support Fee and Advertising Fund Fee are not received by the 10 th of the month.

Type of Fee ¹	Amount	Due Date	Remarks
Software, Virtual Business Telephone Number, -Web Hosting and Email Account ³⁴	\$50 75 per month	Payable on the 1 st day of each month	You agree to pay any tax imposed by the state in which your CLUB Z!® Business is located if such tax is imposed on Software fees or other payments made to us. This fee is payable 30 days after the execution of the Franchise Agreement. Payment shall be made monthly by automatic debt to your credit card.
Conference Fee	Up to \$295 per person	Prior to Conference	From time to time, throughout the term of your Franchise Agreement, we will host a national or regional conference and charge you a Conference Fee not to exceed \$295 per person, whether or not you attend. We encourage you to attend, but you are not required to do so. The conference will be held at a specific location, as we designate. If you attend you will have to pay travel, food and lodging for you and any employees you may bring.
Training of Transferee	\$3,000	Prior to consummation of transfer	Payable when the Franchise is transferred. We reserve the right to increase this fee based on our current rates for similar services.
Transfer	\$2,000	Prior to consummation of transfer	Payable when the Franchise is transferred.
Exemption of Transfer Fee (business classification change) Initial Advertising Launch	\$100 <u>\$1,000 per month for 4 months</u>	Prior to consummation of transfer <u>Beginning 30 days from the date you sign the Franchise Agreement</u>	Payable when the Franchise business classification is changed. The fee is waived if requested within one year of execution of Franchise Agreement. For initial launch advertising and marketing services which we will execute on your behalf for your territory.
Early Termination Fee	Equivalent to 12 months of your minimum Royalty, Advertising Fund and Support Fees	Only payable if you provide less than 12 months written notice	You may submit a request to terminate the Franchise Agreement at any time, with 12 months written notice. All requests are subject to your compliance with post-termination obligations and signing a general release. Only applies if you choose not to sell your business.
Replacement Manual	\$250	At time of purchase	Cost of replacement copy. (Note: your copy of the Manual is only on loan to you.)

Type of Fee ¹	Amount	Due Date	Remarks
Renewal Fee	\$250	At time of renewal	New franchise agreement, which may have different terms or conditions, must be signed by you and us.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for claims arising from your CLUB Z! [®] Franchised Business's operations.

1. All fees are imposed by and payable to us. All fees are non-refundable. All fees are uniformly imposed. You agree to provide authorization for your credit card to be automatically charged by us for your monthly Royalty/Support Fee and Ad Fund minimums, should you fail to submit payment by the 10th of the month. If your amount due exceeds your Royalty/Support Fee or Ad Fund minimum, you will be required to submit the balance due immediately. If payment is not received by the 10th of the month, and/or the credit card you provided is declined and not replaced within forty-eight hours of notice, you will be subject to a late fee.

2. "Gross Sales" shall mean the gross receipts of every kind and nature for sales of all products and services made in, upon, from or through operation of the Franchised Business, and income of every other kind and nature related to the Franchised Business, whether for products, services, exchange, credit, cash, or check regardless whether such sale is conducted in compliance with or in violation of the terms of ~~this your~~ Agreement. Gross Sales shall not include the amount of refunds, tax collections, or allowances or discounts to customers, ~~including discounts attributable to coupon sales.~~

3. ~~Royalty/Support Fees based on~~ If Gross Sales in any monthly billing period are as follows:
~~\$10,000 or less, then Royalty/Support Fees are 8% of Gross Sales. If Gross Sales in any monthly billing period are between \$10,001 and \$20,000, the Royalty/Support Fees are calculated at \$800 plus 78% of the Gross Sales amount between up to \$10,000 and then 7% of the Gross Sales amount between \$10,001 and \$20,000. If Gross Sales in any monthly billing period are \$20,001 or higher, the Royalty/Support Fees are calculated as shown above and then 6% of at \$1,500 plus 6% of the Gross Sales amount at and over \$20,001.~~

<u>Monthly Gross Sales</u>	<u>Royalty/Support Fee</u>
<u>\$10,000 or less</u>	<u>8% of Gross Sales;</u>
<u>\$10,001 - \$20,000</u>	<u>The above rate and then 7% of the next \$10,000 in Gross Sales;</u>
<u>\$20,001 or higher</u>	<u>The above rates and then 6% of all additional Gross Sales over \$20,000.</u>
<u>*If you purchase an Expanded Territory you will pay a fixed royalty percentage of 6%.</u>	

For 2 months, starting the month following completion of training, the Royalty/Support fees and the monthly minimum royalty fees are waived. Thereafter the minimum royalty fee will be collected according to the table above based on Territory Population of your Franchise Business (\$450, \$550 or \$600). ~~For months 3 and 4 the monthly minimum royalty fee is reduced to \$250 per month. Thereafter from month 5 through month 17, after completion of training, the minimum royalty fee will be collected according the table above based of Territory Population of your Franchise Business (\$500, \$550, \$650, or \$750). Beginning month 18, the minimum royalty fee will increase to \$750 regardless of your Territory Population and continue throughout the remainder of this Agreement.~~ However, in any month your percentage of monthly gross sales exceeds the monthly minimum royalty, the full monthly Royalty/Support Fee is due.

4. We will provide you with a local business telephone number, Web Hosting and one Email Account. Additional email accounts are available for \$120 per account annually.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditures (3)	Amount	Method Of Payment	When Due	To Whom Payment is made
Initial Franchise Fee -(1)	\$19,750 - \$42,500 <u>\$34,750</u>	Lump Sum	Upon signing Franchise Agreement	Us
Travel and Living Expenses during Training (2)	\$1,000 - \$1,500	As agreed	As incurred	Third Parties
Miscellaneous Opening Costs	\$500	As agreed	As incurred	Third Parties
Computer and other Equipment, Supplies	\$550 - \$1,200	As agreed	As incurred	Third Parties
Software, Business Telephone Number, -Web Hosting and Email Account (5) (3 months)	\$150 <u>\$225</u>	As agreed	As incurred	Us
Club Z! Business Package (6) (3 months)	\$750	Lump Sum	Monthly	Us
Grand Opening Advertising	\$21,000	Lump Sum	Fifteen days after signing Franchise Agreement	Us
Initial Launch Advertising (7) (3 months)	\$4,500 <u>\$3,000</u>	As agreed	Monthly	Third Parties <u>Us</u>
Insurance (8)	\$700 - \$1,500	As agreed	As incurred	Third Parties
Additional Funds (3 months)	\$4,000 - \$6,000	As agreed	As incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT UNDER PROGRAM (EXCLUDING REAL ESTATE COSTS)(3, 4, 6)	\$33,900 <u>\$31,475 - \$60,600</u> <u>\$50,425</u>			

Explanatory Notes

1. The franchise fee is: (a) \$19,750 for up to 50,000 population territory; (b) \$27,250 for up to 100,000 population territory; (c) \$34,750 for up to ~~150,000 population territory; or (d) \$42,500 for up to~~ 200,000 population territory.
2. We provide initial training to you and ~~one~~two additional people~~other person~~ (or up to 23 of your owners) without charge, but you are responsible for all travel and living expenses if you are training at the corporate office. This estimate is for 2 people.
3. This item estimates your initial startup expenses. These expenses include payroll costs. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.
4. We do not estimate any real estate or office space costs. They vary dramatically based on numerous factors. We presume you will operate your CLUB Z!® Franchised Business from your home.
5. We require franchise owners to use our proprietary scheduling software to streamline processes in four major areas: client and employee/tutor management, scheduling, billing, and payroll. In addition to the proprietary scheduling software, we will also provide and you will utilize a virtual local business telephone number exclusively for advertising and marketing your franchise business, Web Hosting and an email account. This fee shall begin 30 days from the date of the Franchise Agreement.
6. Beginning 30 days from the date of the Franchise Agreement, \$250.00 must be paid directly to us each month for services which we will execute on your behalf, including ~~inbound and outbound calls, cold calling~~call center services/appointment setting services, cold calling potential business partners on your behalf, live chat services during business hours, ~~Sales Support Center services, and~~ a customized Website (your “Sitelet”), and ongoing updates. As further described in Item 11, this fee increases beginning year three.
7. Beginning 30 days from the date of the Franchise Agreement, during your first four months of business, \$1,500 must be paid directly to us each month for Launch Advertising services which we will execute on your behalf for your territory. ~~As further described in Item 11, this fee decreases beginning month five.~~
8. We require franchise owners to carry one million dollars in General Liability and one million dollars in Professional Liability coverage naming us as an additional insured.
9. We relied on our experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer financing directly or indirectly for any part of the initial investment for your CLUB Z!® Franchised Business. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan. None of the fees to us are refundable. Any refund of payments made to various vendors will depend on the terms you arrange with those vendors.

ITEM 8 RESTRICTIONS ON SOURCES

The following table summarizes the approximate percentages of your purchases of equipment and supplies through sourcing restrictions, based on the nature of the restriction. The source for virtually all of your purchases is restricted in some way.

REQUIRED PURCHASES FROM US	REQUIRED PURCHASES FROM APPROVED SUPPLIERS	REQUIRED PURCHASES IN ACCORDANCE WITH OUR SPECIFICATIONS AND STANDARDS
Establishment – 20-30%	Establishment – 0%	Establishment – 0%
Operation – 5% - 10%	Operation – 0% - 10%	Operation – 0% - 10%

You are not currently required to purchase any equipment or supplies from us, approved suppliers or according to our specifications and standards. We will furnish you with an initial supply of brochures and other trademarked materials. You may purchase equipment, supplies, and inventory items under specifications in the Operations Manual from suppliers approved by us. We do not make our criteria for vendor/supplier approval available to our franchisees.

Our specifications for equipment, supplies and inventory items have been designed to minimize costs and to create consistency throughout the CLUB Z!® System. Those specifications include standards for performance, competitive cost, quality, availability, compatibility, and the supplier or manufacturer's service and credit history. To the extent we designate vendors/suppliers and you wish to purchase goods or supplies from a vendor/supplier not on our approved list, you or the supplier must request our approval in writing. We will then examine the vendor or supplier, which examination may include a review of product specifications, actual testing or review of their product, inquiries as to general reputation and reliability, and all such other factors as we deem important. You or the supplier are not required to pay costs of our examination. We must respond to the request in writing within 30 days. Such response may indicate that we need additional time to complete our review. If we do not approve your request, we must tell you why. If we give approval, our specifications and standards will be given to the vendor/supplier and they will be added to our approved list for you and all other franchisees.

We continually monitor and evaluate all approved suppliers and vendors based on our experience and that of our franchisees. We will discontinue the use of any vendor or supplier that fails to consistently meet quality control standards, conform to our specifications or meet the needs of our franchisees.

We are the exclusive vendor for our Grand Opening Marketing, Launch Advertising, Club Z! Business Package, Software, Virtual Business Telephone Number, Web Hosting and Email Account (“Support Services”).

We are an approved vendor for all trademarked materials. However, you may use any vendor you choose if they can produce our trademarked materials to our specifications and are approved by our office. Except as described above, there are currently no other items or services for which we or our affiliates are approved suppliers or the only approved suppliers

You can purchase additional supplies, but you are not required to do so. We do derive revenue from your purchase of our Support Services and trademarked material. We mark up these materials approximately 10% to 12% to cover handling costs. As of our fiscal year end December 31, 2018, we realized \$~~43,845.12~~39,322 in revenue from your purchases which accounted for ~~14.10~~% of our total revenues of \$~~3,965,861~~3,932,161.

Other than as described above, there are no approved suppliers in which any of our officers owns an interest.

Computer Hardware and Software.

We do not require you to purchase a computer or any software from any particular vendor. We do not require you to purchase a new computer, however you are required to own a computer (PC based) for this business.

We do require that you own or purchase a copy of QuickBooks Pro by Intuit, Inc. as your accounting software. We require that you use our proprietary scheduling software.

We reserve the right to require you to use certain scheduling, tracking and reporting software to operate your Franchised Business, and this requirement may change over time. We will provide you with at least 90 days' notice of any change to your required software.

Miscellaneous.

Except as described above, we currently derive no revenue or other material consideration as a result of required purchases or leases. There currently are no purchasing or distribution cooperatives. We do not currently negotiate purchase arrangements with suppliers for the benefit of franchisees but we may do so in the future.

We restrict, designate, and have the right to approve, or control all of your electronic, digital, social media, and Internet activity. You shall not establish or operate a web site on the Internet using any domain name containing the words Club Z! .com, .net, .biz, .org or any variation, without our prior written permission. You may not create, maintain or operate any blogs, Internet web sites or other online activities advertising, promoting or discussing the services of the CLUB Z!® Business, any competitive business or any tutoring or tutoring-related business, including the sending of bulk e-mail or facsimiles, other than in accordance with our Manuals or as we otherwise specify in writing. You shall, within 48 hours of a demand to do so by us, dismantle and/or deactivate any frames and/or links between your web pages and any other web sites, or violating domains or any other items appearing on the Internet or elsewhere in violation of our policies and procedures.

ITEM 9 FRANCHISEE'S OBLIGATIONS

These tables list your principal obligations under the franchise agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Franchise Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	Not Applicable	Item 12
(b) Pre-opening purchases/leases	Section 1	Items 5, 6, 7, 8, 11 and 16
(c) Site development and other pre-opening requirements	Sections 5 and 7	Items 6, 7 and 11
(d) Initial and ongoing training	Section 4	Item 11
(e) Opening	Sections 4 and 13 1	Item 11
(f) Fees	Sections 1, 2, 5 and 15 3	Items 5, 6 and 7

Obligation	Section in Franchise Agreement	Item in Disclosure Document
(g) Compliance with standards and policies/Operating Manual	Sections 6 and 7	Item 11
(h) Trademarks and proprietary information	Sections 7, 8 and 18 <u>6</u>	Items 13 and 14
(i) Restrictions on products/services offered	Sections 6 and 7	Item 16
(j) Warranty and customer service requirements	Not applicable	Not applicable
(k) Territorial development and sales quotas	Not applicable	Not applicable
(l) On-going product/service purchases	Sections 6 and 7	Item 8
(m) Maintenance, appearance and remodeling requirements	Not applicable	Not applicable
(n) Insurance	Section 6	Item 7
(o) Advertising	Sections 6 and 7	Items 6, 7 and 11
(p) Indemnification	Section 6	Item 6
(q) Owner's participation/management/staffing	Section 8	Items 11 and 15
(r) Records and reports	Sections 10 and 16 <u>4</u>	Item 11
(s) Inspections and audits	Sections 7 and 16 <u>4</u>	Item 6
(t) Transfer	Sections 5, 14 <u>2</u> and 15 <u>3</u>	Items 6 and 17
(u) Renewal	Sections 5 and 9	Items 6 and 17
(v) Post-termination obligations	Section 14 <u>2</u>	Item 17
(w) Non-competition covenants	Sections 8 and 14 <u>2</u>	Item 17
(x) Dispute resolution	Sections 19 <u>7</u> and 21 <u>19</u>	Item 17

ITEM 10 FINANCING

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

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

Except as listed below, Club Z!, Inc. is not required to provide you with any assistance.

Pre-Opening Obligations: Before you open the CLUB Z!® Business, we will:

1. Provide you with the Franchise Package. (Franchise Agreement – Section 1)
2. Loan you one copy of each of our Manuals (Franchisee Manual, Marketing Plan, and QuickBooks User Guide). (Franchise Agreement - Section 7)
3. Train you and ~~1 other~~ 2 additional people ~~person~~ (or if you are a Business Entity, up to 23 of your owners). (Franchise Agreement - Section 4) This training is described in detail later in this Item.

Post-Opening Obligations: During your operation of the CLUB Z!® Business, we will:

1. Provide unlimited telephone support during business hours. (Franchise Agreement - Section 4)
2. Hold conference calls to discuss sales techniques, bookkeeping, performance standards and advertising programs. (Franchise Agreement – Section 4)
3. Loan you one copy of each of our Manuals (Franchisee Manual, Marketing Plan, and QuickBooks User Guide), consisting of such materials ~~(which may include audiotapes, videotapes, magnetic media, computer software and written materials) that we generally furnish to franchisees~~ for use in operating CLUB Z!® Businesses. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules (“**System Standards**”) that we prescribe from time to time for operation of a CLUB Z!® Business and information relating to your other obligations under the Franchise Agreement and related agreements. The Manuals may be modified, updated and revised periodically to reflect changes in System Standards. (Franchise Agreement - Section 7)
4. Issue, modify and supplement System Standards for CLUB Z!® businesses. We may periodically modify System Standards, which may accommodate regional or local variations as we determine, and these modifications may obligate you to invest additional capital in the CLUB Z!® Business and/or incur higher operating costs. However, these modifications will not alter your fundamental status and rights under the Agreement. (Franchise Agreement -Section 7)
5. Maintain an Internet Website that will include a list of all CLUB Z! ® locations that are in good standing with us. Our Website will have a link to your customized Website Page (your “Sitelet”). Your Sitelet will include information relating to your specific business location and select content that we provide from our website. Your Sitelet will also showcase the CLUB Z! ® Services and products. You may not establish or maintain any other Website without our prior written approval. We reserve the right to change the requirements relating to your Sitelet at any time. (Franchise Agreement- Section 5)
6. Provide you with Web Hosting and an Email Account for your business.

Advertising Fund.

We have established and administer an Advertising Fund for the creation and development of marketing, advertising and related programs and materials on a system-wide basis. Beginning 30 days after completion of your training, you must contribute 2% of your Gross Sales or \$50.00 a month, whichever is greater, to the Advertising Fund. The advertising fee is non-refundable. (Franchise Agreement Section 5(b)) (See Items 6, 8 and 9) The Advertising Fund is administered by our Officers. As the Club Z! franchise system expands, we may create an advertising council.

The Advertising Fund will prepare income and expense statements at least once each calendar quarter, and at such time as is practical, the entire fund will be audited annually. Income and expense

statements and audit results, as prepared, are available to any franchisee upon written request. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. Although once established the Fund is intended to remain in existence, we reserve the right to terminate the fund only after all monies have been spent for advertising and promotion. In our most recent fiscal year, 2018⁹, we spent the Advertising Fund as follows: Pay-Per-Click 2222%, ~~Administrative Expense 1%~~, Web Development 127%, Co-op Advertising 2028%, ~~866-44 TUTOR Vanity Number 1%~~, Search Engine Optimization 103%, ~~Bank/Merchant Service Charges 43%~~, Art Department 1522%, Student Scholarships 44%, Social Media/Other Internet 77%, National Public Relations 5%, Miscellaneous Expense 12% totaling 100% of the total funds collected.

The Advertising Fund will develop and place advertising for the CLUB Z![®] system; decide whether to use advertising agencies and which ones; and to decide which media to use, which may include print, radio, television, or direct mail. It may also include further development of the national web site. You are prohibited from producing any website for use with the Franchised Business unless specific written permission is given by us.

All franchisees contribute to the Advertising Fund on the same basis, and the expenditure of funds will be limited to advertising, promoting and marketing the goods and services offered by the CLUB Z![®] system. Franchisees who are not yet contributing to the Advertising Fund may be excluded from receiving benefits from the activities of the Advertising Funds. No portion of the Advertising Funds will be used to sell franchises. Up to 15% of the total Advertising Fund annually may be used to cover our advertising related administrative costs, indirect expenses and subsidizing costs. The Advertising Fund's operating rules and guidelines will be determined by our Officers. We will spend funds to benefit the CLUB Z![®] Franchise System. This does not mean, however, that expenditures in your territory will be equivalent or proportionate to your contribution. In 2018⁹, we placed additional national advertising at our own expense equal to 55% of last year's Advertising Fund, but are not obligated to do so in the future.

In addition, you will pay us to implement an official grand opening program disclosed in Item 5. This amount may be increased for larger territories. The grand opening program will consist of various marketing and advertising services and a campaign to be conducted within 3 months of signing your Franchise Agreement. These services are only provided as a bundle and may not be purchased separately or pro-rated based on usage. Similar services or products may be substituted and/or replaced at any time, and at our sole discretion. The grand opening program fee shall be paid in full to within 15 days of signing your Franchise Agreement.

You may develop your own advertising materials provided they are submitted to us in advance for review and approval. We recommend you spend a minimum of \$1,000 every month on approved local paid advertising within your territory. ~~For larger territories (over 50,000 population), we recommend spending an additional \$500.00 every month for every additional 50,000 population within your territory.~~

We do not have the power to require cooperatives to be formed, changed, dissolved or merged.

~~You will receive a virtual telephone number from us that will serve as your official CLUB Z! telephone number to be used exclusively for advertising and marketing to the public. You must maintain an active dedicated telephone line in connection with the operation of your CLUB Z![®] Business. You agree that upon termination, transfer, or expiration of the franchise, you must immediately assign to us any interest that you may have in the telephone number and telephone listing used by you in connection with the operation of the CLUB Z![®] Business. You shall promptly transfer all telephone calls by call forwarding to us or to such other party or entity as we shall direct; to execute any such instruments and take such actions as we may deem necessary to affect such transfer and call forwarding of telephone calls. You acknowledge that this Agreement shall be conclusive evidence of Club Z!'s rights to such telephone numbers and directory listings and its authority to direct this transfer. You will be responsible for payment in full of all amounts due and owing in connection with your telephone numbers and telephone directory listing accounts through the date of termination, expiration, repurchase or transfer of the Franchised Business; including~~

~~any advertising accounts associated telephone numbers, directory listings, and internet advertising for your CLUB Z! Franchised Business.~~ (Franchise Agreement – Section ~~106~~)

You agree that upon termination, transfer, or expiration of ~~this your Franchise~~ Agreement, you will immediately remove all advertising that you control and notify all advertising sources that your advertising must be removed and/or canceled immediately. For advertising that cannot be immediately canceled, you are responsible for any and all costs related to such advertising until such time as it can be canceled or it expires. You will cooperate with us in the removal of all internet listings that may arise, for up to 12 months after termination, transfer or expiration of your Agreement.

Initial ~~12~~4 Month Launch Advertising.

Beginning 30 days from the date you sign the Franchise Agreement, during your first 4 months of business, you must pay us directly \$1,~~500~~00 each month for initial launch advertising and marketing services which we will execute on your behalf for your territory. ~~Beginning with month 5 and continuing through month 12, you must pay us directly \$1,000 each month for these services.~~ You agree to provide authorization for your credit card to be automatically charged by us on the first day of each month during this ~~12~~4 month period.

Club Z! Business Package.

Starting ~~the month following completion of training~~30 days from the date of your Franchise Agreement, and continuing for 24 months, \$250 must be paid directly to us for ~~cold calling/call center services/appointment setting services, cold calling potential business partners on your behalf,~~ live chat services; ~~Sales Support Center services;~~ and a customized Website. This fee will increase to \$300 your third year in business and ~~to \$350 in your fifth year in business, and~~ remain at \$3~~50~~0 for the remainder of your Franchise Agreement. Payment shall be made monthly by automatic debit to your credit card.

Hardware and Software Requirements.

You are required to have a computer. You must purchase or lease a computer if you do not have a computer which meets the following specifications. Currently we do not require our franchisee to use any specific brand of computer hardware as long as it is PC based using a minimum of the Windows 7 platform. The cost of a computer varies widely but we estimate you may purchase a computer for between \$500 and \$1,000. You are required to have Microsoft Word, Microsoft Excel, Microsoft Outlook, QuickBooks Pro (2012 or above), and Internet Explorer on this PC in order to access our website. You may purchase the hardware and software from any source. The computer is not proprietary and does not require a maintenance, support or service contracts. You are responsible for purchasing and arranging delivery of this equipment with the vendor. The PC system manages your sales activities and general business operations.

You are also required to use our scheduling and management software that will assist you with your day-to-day business operations. This proprietary software will streamline processes in four major areas: client and employee/tutor management, scheduling, billing, and payroll. The management aspect of the software will allow you to manage contact information, schedules, skills and certifications, etc. The scheduling feature will allow you to assign tutors to clients according to geographic location, needs, schedules and personality types. The scheduling software will integrate with QuickBooks which will allow you to invoice clients based on the confirmed visits made to the client's home. The proprietary software will also allow franchise owners to print various reports. You will be charged a monthly fee of \$~~50~~75 to utilize the proprietary software and a virtual business telephone number, in addition to our Web Hosting services and our provision of your email account, beginning 30 days from the date you sign your Franchise Agreement.

Although not required, we do highly recommend a broadband connection for your computer. We reserve the right to require you, at your expense and in the timeframe determined by us, to update or upgrade the hardware and/or software you use to conform to new standards or specifications and we have no limitations on our ability to do so. We have no history on which to base an estimate of your hardware and software update and upgrade costs, if any. However, we do not request the right to remotely access information and data maintained on the computer system.

Time To Opening.

We estimate that there will be an interval of 30 days between the signing of the Franchise Agreement and the opening of the CLUB Z![®] Business, but the interval may vary based upon such factors as, the delivery schedule for the initial Franchise Package, delays in securing financing arrangements and completing training and your compliance with local laws and regulations. You may not open the CLUB Z![®] Business for business until: ~~(1) your pre-opening training has been completed to our satisfaction;~~ ~~(2) the initial Franchise Fee and all other amounts then due to us have been paid; and~~ ~~(3) and~~ you submit proof of insurance in the amounts required under the Franchise Agreement.

Training.

You must attend and successfully complete to our satisfaction the initial training program that we provide to franchisees (the “**Initial Training**”). We may extend the Initial Training for anyone who fails to successfully complete the program, ~~but you must attend and -until training is-~~ successfully completed the program. ~~If you do not complete Initial Training~~ within 180 days of signing your Franchise Agreement, we may terminate your Franchise Agreement. Your manager, if any, may attend training but must sign a confidentiality agreement prior to attendance.

The Initial Training Program consists of 16 hours of Web-based Pre-training and Post-training and approximately 2 days of Corporate Training which is presently conducted at our headquarters in Tampa, Florida, on-line or at another mutually agreed upon location *(additional fees to reimburse us for our costs will apply)*. Successful completion consists of attending the 2 day training program outlined below. Training programs are scheduled and run as needed. Your training will be scheduled so that is completed at least seven days before you open for business.

The Web-based training is a 13.5 hour self-paced program conducted through the Internet. The time to complete the Web-based training varies depending on how much time you can devote to training and how quickly you are able to absorb the materials. We expect this aspect of your training to take you 2 to 4 weeks to complete. The instructional material used in the Web-based training is our confidential operations manual and the Internet.

You may not open your business until you have completed on-site and mandatory pre-launch training. There is no charge for the Initial Training for you and up to two additional people. You are responsible for your compensation, travel, lodging and living expenses incurred in connection with your attendance at any training program. Any person attending training is required to execute our current confidentiality agreement (if not named on the Franchise Agreement).

Currently our Initial Training consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Business Setup Module (e.g. Banking, Merchant Services, Insurance, Business Cards, Email and Website)	2.5	N/A	Web-based
Introduction to CLUB Z!®	1	N/A	Tampa, FL
CLUB Z!® Tutoring Program	1.5	N/A	Tampa, FL
Tutors (Recruiting, Interviewing, Pay rates, Classification, and Retention)	3	N/A	Tampa, FL
Advertising and Marketing (e.g. Direct marketing, Online marketing, SEO, Referral marketing, School Marketing, Social Media)	3	N/A	Tampa, FL
Initial Parent Telephone Call	1	N/A	Web-based
Students (Recruitment, Evaluation/ Diagnostic, Sales, Schedules, Tutor Match, Pricing, Invoicing, and Performance monitoring)	2	N/A	Tampa, FL
Club Z! Programs and Educational Areas	1.5	N/A	Tampa, FL
Z! Hub Client Management System	1.5	N/A	Tampa, FL
SAT/ACT Diagnostic Tests	1	N/A	Tampa, FL
Test Prep Programs	3	N/A	Web-based
QuickBooks Training Module	3	N/A	Web-based
Post-Corporate Training Module	4	N/A	Web-based

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
TOTAL	28 Hours		

1. It is the nature of the CLUB Z!® Business that all aspects of training are integrated, that is, there are no definitive starting and stopping times.

2. Although the individuals instructing the training may vary, all of our instructors have at least ~~two~~^{three} years of relevant work experience in their designated subject area as well as ~~six~~^{seven} to ~~nine~~^{ten} years of experience with us. In addition, we conduct optional training programs and conference. If you participate you must pay the costs and expenses for yourself and anyone attending with you. We may charge for optional training programs. We do not require you to attend additional training or refresher courses.

Following the initial phase of in-person training, you will be assigned to a dedicated support specialist from our corporate office to assist you in completing two additional phases of pre-opening training. This assistance includes but is not limited to rate setting, establishing an advertising and marketing campaign, tutor recruitment and staffing, role playing and setting up back office functions. Following successful completion of these training modules, you will be granted approval to market and accept clients. During this phase, you will submit applicable documentation to your dedicated support specialist to confirm that you are operating within our System Standards and meeting expectations for all CLUB Z!® franchisees.

We will hold ~~mandatory~~ conferences, either telephonically or electronically, to discuss sales techniques, bookkeeping, performance standards, advertising programs and other topics we feel may be appropriate. ~~You, or your approved designee, must attend all conference calls live.~~ These conferences set forth important information, including but not limited to, changes in System Standards which are mandatory to remain in compliance with the Franchise Agreement. From time to time we may host in-person conferences and you will be required to pay the then current participation fee; however, your attendance is optional.

You will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You must disclose to each of your employees in writing, in a form approved by us in advance, that we are not a "joint employer" of your employees and that we do not control your personnel policies.

Operations Manual.

The table of contents of our Manual is specified in Exhibit "D."

Site Selection.

You may operate your Franchised Business from your home or, at your option you may lease commercial office space from which to operate your Franchised Business. If you choose to operate your Franchised Business from a location, other than your home, we do not provide you with site selection criteria and you are not required to obtain our approval. See Item 12. You must acquire a virtual business address within your protected territory to use for all internet and social media advertising and marketing.

ITEM 12 TERRITORY

The franchise is granted for a specific protected territory consisting of a population of 50,000 to not more than 200,000 (the “**Territory**”). See Item 5. Except as described below in the Rights We Retain, as long as you are in compliance with the Franchise Agreement, we will not grant a franchise for, nor ourselves operate, solicit nor accept sales for a CLUB Z!® business within your Territory. However, if you fail to satisfy the terms and conditions in the Franchise Agreement, we may develop the Club Z! System and business in your Territory. ~~Except when advertising cooperatively with other CLUB Z!® franchisees, you are not permitted to advertise, market, promote or solicit services anywhere outside of your Territory without our written permission.~~ You may relocate your business within your Territory at any time without our permission.

You may operate your CLUB Z!® business office from a commercial site, however you are not permitted to perform any tutoring services from your business office or any retail or commercial site without our written permission, which we can withhold at our sole discretion.

You are also not permitted to operate a business office or perform services at any location or home that is situated outside of your Territory without our written permission. Permission will not be unreasonably withheld. If we grant you permission, you must enter into a written agreement with us which addresses specific terms, policies and procedures. (See Rider A to the Franchise Agreement). If you service a client outside of your protected Territory, without our written permission, you agree to forfeit all of your gross sales for that client to us or our designee.

Other than your right to operate the CLUB Z!® Business in your Territory, we do not grant you any territorial or other rights. We may establish other CLUB Z!® businesses (franchised or owned by us) anywhere outside of the Territory that may compete with your location. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You have no right to acquire additional territory within your Market or contiguous territories; however, additional territories may be purchased with the approval of our Executive Committee.

You may not use alternative distribution channels to make sales outside or inside your Territory. You will receive no compensation for our sales through alternative distribution channels outside or inside your territory, including any government program.

There is no minimum sales quota. You maintain your rights to your area as long as you abide by your Franchise Agreement. We may not alter your Territory without your consent.

Rights We Retain: Nevertheless, we retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

(a) solicit prospective franchisees and grant franchises or other rights to operate CLUB Z!® businesses through national or regional advertising, trade shows or conventions or through e-commerce or similar means (franchises will not be granted to operate within your Territory);

(b) sell and provide the products and services authorized for sale by CLUB Z!® businesses under the Marks or other trade names, trademarks, service marks and commercial symbols through dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Territory and pursuant to such terms and conditions as we consider appropriate;

(c) solicit, prospective franchisees for, and own and operate, businesses and CLUB Z!® businesses or any businesses of any other kind or nature, anywhere;

(d) conduct services through any government program. ~~You cannot conduct services related to or through a program without our written permission, which will not be unreasonably withheld.~~ If we grant you permission to participate in a program, which will not be unreasonably withheld, you must enter into a written agreement with us which addresses specific terms, policies and procedures related to participation ~~in the program~~ and pay us the then current program royalty fee; and

(e) conduct or assign any Club Z!® business within your Territory that you refuse to perform, you are unable to perform or while you are in default of your Franchise Agreement.

ITEM 13 TRADEMARKS

Primary Trademark.

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your CLUB Z!® Business. The primary trademarks we use are the “CLUB Z!® stylized,” “CLUB Z!®” and associated trade names, logos, symbols, and associated designs and trade dress.

Trademark Registration.

We have registered the following Marks with the United States Patent and Trademark Office (the “USPTO”), the Canadian Intellectual Property Office (CIPO) and ~~or~~ the Florida Department of State (“Florida”) as indicated:

Mark	Reg. No.	Reg. Date	Place of Registration
CLUB Z! In-Home Tutoring Services Stylized	4,487,377	02/25/14	Principal Register of USPTO
CLUB Z!	2,288,022	10/19/99	Principal Register of USPTO
CLUB Z!	T95000001021	08/17/95	Florida
CLUB Z!	TMA891,805	12/8/14	Canada

There are no agreements currently in effect which significantly limit our rights to use or license the use of our Marks in a manner material to the franchise. There are no currently effective material determinations of the CIPO, USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings, or material litigation involving the Marks. All required registration renewals and affidavits have been filed with the USPTO and CIPO.

Use of the Marks.

You must follow our rules when you use the Marks. You cannot use any Mark as part of your corporate or legal business name or with modifying words, designs or symbols. ~~(except You may only use the Marks for those we license to you).~~ You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.

Infringements.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim and cooperate with us fully in pursuing, defending or settling the litigation. We have no affirmative obligation to preserve and protect the ownership and validity of our trademarks. However, we will take all steps that we deem reasonably appropriate. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, USPTO proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark licensed by us to you. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or USPTO or other proceeding or otherwise to protect and maintain our interests in the Marks. We will have no obligation to defend or indemnify you for your expenses or damages if the claim against you relates to your use of the trademarks in violation of the Franchise Agreement.

Changes to the Mark.

If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditure you make to promote a modified or substitute trademark or service mark.

Other than as described above, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state.

Because your telephone listings will be associated with our Marks, we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listings will be to our benefit. See Items 9 and 11.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents nor pending patent applications that are material to the franchise.

We claim copyrights in the advertising materials and related items used in operating the Franchise. These copyrights have not been registered with the United States Registrar of Copyrights.

The Manual, which is described in Item 11, and other materials we possess contain our confidential information and trade secrets. This information includes ~~site selection criteria~~ methods, formats, specifications, standards, systems, procedures and sales and marketing techniques used, and knowledge of, and experience in, developing and operating CLUB Z![®] Businesses; marketing and advertising programs for CLUB Z![®] Businesses; knowledge of specifications for and suppliers of certain ~~fixtures, furnishings,~~ equipment, products, materials and supplies; and knowledge of the operating results and financial performance of CLUB Z![®] Businesses other than your CLUB Z![®] Business.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. We require your managers to also agree to not use our confidential information in an unauthorized manner ~~to sign our then current form of Confidentiality and Non-Competition Agreement.~~

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the CLUB Z![®] Business System.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert your full time and best efforts to promote, enhance and encourage patronage of all the CLUB Z![®] businesses and not engage in any other business or activity that conflicts with your obligations to operate the CLUB Z![®] Business in compliance with the Franchise Agreement. You (or your owners/manager) are obligated to participate personally in the direct operation of the CLUB Z![®] Business.

If you do hire a manager, that manager is not required to have an equity interest in the Franchise. However, that manager cannot have an interest or business relationship with any competing business. The manager is required to attend and complete our on-line training program to our satisfaction within 30 days of hire. Managers must sign our standard written agreement (acceptable to us) to maintain confidentiality of our proprietary rights and confidential information prior to the release of any confidential information. ~~We must receive a copy of this signed written agreement within 48 hours of their hire.~~

Any person attending training is required to execute our then current confidentiality agreement if they are not a party to the Franchise Agreement prior to attending training. We do not require you or your spouse or domestic partner to sign a personal guaranty.

You must have any and all persons, who are not a party to the Franchise Agreement, which you authorize to contact us on your behalf, or who will have access to confidential information sign a written agreement (acceptable to us) to maintain confidentiality of our proprietary rights and confidential information prior to the release of any confidential information. ~~The agreement must also contain non-competition provisions (acceptable to us).~~ We must receive a copy of this signed written agreement within 10 days of the person's hire.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all products, and perform all services, that we require from time to time for CLUB Z![®] Businesses. You may not offer for sale any products or perform any services that we have not authorized. (See Items 8 and 9) Our System Standards may regulate required or authorized products, services and supplies. We have the right to change the types of required and/or authorized goods and services from time to time. There are no limits on our right to do so. You are specifically limited to provide services to customers who are located in your Territory.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(a) Length of the Franchise Term	Section 9	7 Years.
(b) Renewal or extension of the term	Section 9	Automatically Renews.
(c) Requirements for franchisee to renew or extend	Section 9	You must be in full compliance with your Franchise Agreement, complete any training we require, and you must sign our then-current form of franchise agreement which may contain materially different terms and conditions than your original Agreement including territory and royalties, sign a general release and pay the applicable fee.
(d) Termination by franchisee	Section 13 <u>Not Applicable</u>	If we approved your written request, you must be in full compliance with your Franchise Agreement, sign a general release and pay the applicable fee. <u>Not Applicable</u>
(e) Termination by franchisor without cause	Not Applicable	Not Applicable
(f) Termination by franchisor with cause	Section 13 <u>1</u>	We can terminate only if you commit one of several violations.
(g) "Cause" defined – curable defaults	Section 13 <u>1</u>	Failure to report gross income, report defaults, failure to complete training, failure to open franchise, material breach of the Franchise Agreement, or failure to comply with the System Standards or Policies/Procedures.
(h) "Cause" defined – non-curable defaults	Section 13 <u>1</u>	Monetary defaults, abandonment for 30 days, violation of confidentiality, failure to cure a default within 30 days of notice, interference/disruption of our or other franchisee's business, misuse of the Marks, unauthorized transfer, bankruptcy, creditors attach or foreclose business property, conviction or "no contest" plea to a felony.
(i) Franchisee's obligations on termination/nonrenewal	Section 14 <u>2</u>	Obligations include payment of outstanding amounts, complete de-identification, pay advertising and telephone obligations, removal of advertising and return of confidential information (also see r below).
(j) Assignment of contract by franchisor	Section 13 <u>5</u>	No restrictions on our right to assign the Franchise Agreement.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(k) "Transfer" by franchisee-definition	Section 15 <u>3</u>	Your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) the Franchise; (b) you or (c) the Club Z!® Business
(l) Franchisor's approval of transfer by franchisee	Section 15 <u>3</u>	We have the right to approve all transfers.
(m) Conditions for franchisor's approval of transfer	Section 15 <u>3</u>	Assumption of your obligations by transferee, and the training and transfer fees are paid. Transferee must qualify and must sign our then current franchise agreement, which may contain material changes.
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 15 <u>3</u>	We can match the terms of any attempted transfer for a period of 14 days after receipt of notice of such proposed transfer.
(o) Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
(p) Death or disability of franchisee	Section 17 <u>5</u>	We can terminate Franchise Agreement unless we approve a transferee.
(q) Non-competition covenants during the term of the franchise	Section 8 <u>6</u>	No involvement in a similar business.
(r) Non-competition covenants after the franchise is terminated or expires	Section 14 <u>2</u>	No solicitation, or recruitment or hiring of clients or tutors of your CLUB Z!® Business, any other CLUB Z!® businesses or any other current or former CLUB Z!® franchisees for a period of 2 years. No involvement in a similar business for a period of 2 years.
(s) Modification of the agreement	Section 23 <u>19</u>	No modifications except by written agreement, but Manual and System Standards are subject to change
(t) Integration/merger clause	Section 24 <u>19</u>	Only the terms of the Franchise Agreement, Exhibits and all Agreements signed with it are enforceable (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the franchisor's representations made in the Franchise Disclosure Document.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(u) Dispute resolution by arbitration or mediation	Section 19 <u>7</u>	Except for certain claims, all disputes must be arbitrated at the office of the American Arbitration Association closest to our headquarters.
(v) Choice of forum	Section 24 <u>19</u>	Jurisdiction is in the Federal or state court in the county in which our principal office is located.
(w) Choice of law	Section 24 <u>19</u>	Florida.

~~The provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).~~

~~See any state specific riders or addenda to the Franchise Agreement and this Disclosure Document for special state disclosures.~~

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet that 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.

~~As of fiscal year end 2018, of our 385 Franchised Businesses, we are presenting Student Counts from Franchised Businesses that meet the following criteria: in operation for at least 12 months (May 1, 2017 through April 30, 2018), under the same owner and work 40 hours per week.~~

~~Because we permit franchisees to determine the number of hours they operate their Franchised Business, and part time hours vary widely, we are only reporting Student Counts on businesses that operate on a full time basis which we define as 40 hours per week during typical business hours. Of our 385 Franchised Businesses 235 or 61% operate on a full time basis and 150 or 39% operate on a part time basis.~~

~~In Table One (Student Counts), we are reporting only on those businesses which provided mandatory monthly revenue reports for the month of April 2018. April 2018 was selected as it is the month that is the closest to the overall average Student Counts for the majority of full time Franchises Businesses. Of our 385 Franchised Businesses in operation during that month, 175 or 45% met the criteria above of operating for at least 12 months, under the same owner and work 40 hours per week during regular business hours.~~

TABLE ONE
Private Student Counts

Average # of Private Students	43
72 or 41% attained or surpassed this stated average	
Student Median	40
Student Low	14
Student High	122

As of fiscal year end 2018, of our 385 Franchised Businesses, in Table Two (Tutor Pay Rates) and Table Three (Client Pay Rates), we are reporting only on those businesses for which tutor pay and client rates were posted in our customer management software as of January 2019. Of our 385 Franchised Businesses, 296 franchisees, or 77% of the franchise system, had tutor pay and client rates posted in our customer management software as of February 2019. The 89 Franchise Businesses excluded from Table Two did not post tutor pay and client rates in our customer management software.

Table Two
Tutor Hourly Pay Rates

Elementary School Level Tutor Hourly Pay Rates	
Average	\$19
133 or 45% attained or surpassed this stated average	
Median	\$18
Low	\$15
High	\$25
Middle School Level Tutor Hourly Pay Rates	
Average	\$20
133 or 45% attained or surpassed this stated average	
Median	\$19
Low	\$16
High	\$28
High School Level Tutor Hourly Pay Rates	
Average	\$21
139 or 47% attained or surpassed this stated average	
Median	\$20
Low	\$17
High	\$35
Test Preparation Tutor Hourly Pay Rates	
Average	\$24
133 or 45% attained or surpassed this stated average	
Median	\$22
Low	\$20
High	\$45

Table Three

Client Pay Rates

Elementary School Level Client Pay Rates	
Average	\$42
124 or 42% attained or surpassed this stated average	
Median	\$40
Low	\$36
High	\$75
Middle School Level Client Pay Rates	
Average	\$44
136 or 46% attained or surpassed this stated average	
Median	\$42
Low	\$38
High	\$80
High School Level Client Pay Rates	
Average	\$47
139 or 47% attained or surpassed this stated average	
Median	\$46
Low	\$40
High	\$90
Test Preparation Client Pay Rates	
Average	\$75
133 or 45% attained or surpassed this stated average	
Median	\$68
Low	\$60
High	\$145

As of fiscal year end 2019, of our 383 Franchised Businesses, we are presenting Student Counts from Franchised Businesses that meet the following criteria: in operation for at least 12 months (May 1, 2018 through April 30, 2019), under the same owner and work 40 hours per week.

Because we permit franchisees to determine the number of hours they operate their Franchised Business, and part-time hours vary widely, we are only reporting Student Counts on businesses that operate on a full-time basis which we define as 40 hours per week during typical business hours. Of our 383 Franchised Businesses 237 or 62% operate on a full-time basis and 146 or 38% operate on a part-time basis.

In Table One (Student Counts), we are reporting only on those businesses which provided mandatory monthly revenue reports for the month of April 2019. April 2019 was selected as it is the month that is the closest to the overall average Student Counts for the majority of full time Franchises Businesses. Of our 383 Franchised Businesses in operation during that month, 180 or 47% met the criteria above of operating for at least 12 months, under the same owner and work 40 hours per week during regular business hours.

TABLE ONE
Private Student Counts

Average # of Private Students	46
72 or 41% attained or surpassed this stated average	
Student Median	41
Student Low	16
Student High	123

As of fiscal year end 2019, of our 383 Franchised Businesses, in Table Two (Tutor Pay Rates) and Table Three (Client Pay Rates), we are reporting only on those businesses for which tutor pay and client rates were posted in our customer management software as of February 2020. Of our 383 Franchised Businesses, 306 franchisees, or 80% of the franchise system, had tutor pay and client rates posted in our customer management software as of February 2020. The 77 Franchise Businesses excluded from Table Two did not post tutor pay and client rates in our customer management software.

Table Two
Tutor Hourly Pay Rates

<u>Elementary School Level Tutor Hourly Pay Rates</u>	
<u>Average</u>	<u>\$20</u>
<u>135 or 44% attained or surpassed this stated average</u>	
<u>Median</u>	<u>\$18</u>
<u>Low</u>	<u>\$16</u>
<u>High</u>	<u>\$25</u>
<u>Middle School Level Tutor Hourly Pay Rates</u>	
<u>Average</u>	<u>\$20</u>
<u>138 or 45% attained or surpassed this stated average</u>	
<u>Median</u>	<u>\$19</u>
<u>Low</u>	<u>\$16</u>
<u>High</u>	<u>\$28</u>
<u>High School Level Tutor Hourly Pay Rates</u>	
<u>Average</u>	<u>\$21</u>
<u>141 or 46% attained or surpassed this stated average</u>	
<u>Median</u>	<u>\$20</u>
<u>Low</u>	<u>\$17</u>
<u>High</u>	<u>\$35</u>
<u>Test Preparation Tutor Hourly Pay Rates</u>	
<u>Average</u>	<u>\$25</u>
<u>138 or 45% attained or surpassed this stated average</u>	
<u>Median</u>	<u>\$22</u>
<u>Low</u>	<u>\$20</u>
<u>High</u>	<u>\$45</u>

Table Three
Client Pay Rates

<u>Elementary School Level Client Pay Rates</u>	
<u>Average</u>	<u>\$55</u>
<u>132 or 43% attained or surpassed this stated average</u>	
<u>Median</u>	<u>\$50</u>
<u>Low</u>	<u>\$40</u>
<u>High</u>	<u>\$99</u>
<u>Middle School Level Client Pay Rates</u>	
<u>Average</u>	<u>\$60</u>
<u>141 or 46% attained or surpassed this stated average</u>	
<u>Median</u>	<u>\$56</u>
<u>Low</u>	<u>\$49</u>
<u>High</u>	<u>\$115</u>
<u>High School Level Client Pay Rates</u>	
<u>Average</u>	<u>\$68</u>

<u>147 or 48% attained or surpassed this stated average</u>	
<u>Median</u>	<u>\$46</u>
<u>Low</u>	<u>\$49</u>
<u>High</u>	<u>\$140</u>
<u>Test Preparation Client Pay Rates</u>	
<u>Average</u>	<u>\$95</u>
<u>138 or 45% attained or surpassed this stated average</u>	
<u>Median</u>	<u>\$80</u>
<u>Low</u>	<u>\$65</u>
<u>High</u>	<u>\$199</u>

The Franchised Businesses presented above do not differ materially from the franchises now being offered.

The Franchised Businesses included in the above tables are mature business, in operation for one full year of business; accordingly, a new franchisee's results are likely to differ from the results stated above. The above figures were based upon information reported to us by our franchisee. The above figures have not been audited by us. You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business.

Some outlets have sold these amounts. Your individual results may differ. There is no assurance you'll sell as much.

Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Club Z!, Inc. does not make any financial performance representation. We also do not authorize our employees or representatives to make any representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mark Lucas, CEO, CLUB Z!, Inc., 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647; Telephone; 813-931-5516, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEM OUTLET SUMMARY For Years ~~2016~~7 to ~~2018~~9

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
Franchised	2016	387	383	-4
	2017	383	368	-15
	2018	368	385	+17
	2019	385	383	-2
Company-Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0

	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Outlets	2016	387	383	-4
	2017	383	368	-15
	2018	368	385	+17
	<u>2019</u>	<u>385</u>	<u>383</u>	<u>-2</u>

Table No. 2

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)**

For years ~~2016~~ to ~~2018~~

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Alabama	2016	0
	2017	0
	2018	0
Alaska	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
Arizona	2018	0
	<u>2019</u>	<u>0</u>
	2016	0
Arkansas	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
California	2016	0
	2017	2
	2018	0
Colorado	<u>2019</u>	<u>2</u>
	2016	3
	2017	3
Connecticut	2018	3
	<u>2019</u>	<u>2</u>
	2016	0
Delaware	2017	1
	2018	2
	<u>2019</u>	<u>1</u>
Florida	2016	1
	2017	0
	2018	0
Georgia	<u>2019</u>	<u>0</u>
	2016	0
	2017	2
Hawaii	2018	3
	<u>2019</u>	<u>1</u>
	2016	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Idaho	2016	0
	2017	0
	2018	<u>0</u>
	<u>2019</u>	<u>0</u>
	2016	1
	2017	1
Illinois	2018	1
	<u>2019</u>	<u>1</u>
	2016	0
Indiana	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Iowa	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
Kansas	2018	0
	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Kentucky	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
Louisiana	2018	1
	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Maine	2016	0
	2017	0
	2018	<u>0</u>
	<u>2019</u>	<u>0</u>
	2016	0
	2017	2
Maryland	2018	1
	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>1</u>
Massachusetts	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
Michigan	2018	0
	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Minnesota	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
	2016	0
	2017	0
Missouri	2018	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	<u>2019</u>	<u>0</u>
Montana	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Nebraska	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>1</u>
Nevada	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>1</u>
New Hampshire	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>1</u>
New Jersey	2016	1
	2017	0
	2018	0
	<u>2019</u>	<u>1</u>
New Mexico	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
New York	2016	0
	2017	0
	2018	1
	<u>2019</u>	<u>3</u>
North Carolina	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Ohio	2016	0
	2017	1
	2018	2
	<u>2019</u>	<u>1</u>
Oklahoma	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Oregon	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Pennsylvania	2016	0
	2017	1
	2018	1
	<u>2019</u>	<u>0</u>
South Carolina	2016	0
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
South Dakota	2016	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2017	0
	2018	0
	2019	0
Tennessee	2016	0
	2017	0
	2018	0
	2019	0
	2016	3
	2017	1
Texas	2018	1
	2019	2
	2016	0
Utah	2017	0
	2018	0
	2019	0
Vermont	2016	0
	2017	0
	2018	0
	2019	0
	2016	0
	2017	0
Virginia	2018	0
	2019	0
	2016	0
Washington	2017	1
	2018	0
	2019	2
West Virginia	2016	0
	2017	0
	2018	0
	2019	0
	2016	0
	2017	0
Wisconsin	2018	0
	2019	1
	2016	0
District of Columbia	2017	0
	2018	0
	2019	0
U.S. Totals	2016	12
	2017	15
	2018	16
	2019	23
	2016	0
	2017	0
Canada	2018	0
	2019	4
	2016	0

Table No. 3

STATUS OF FRANCHISED OUTLETS
For Years 2016 to 2018

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at the End of the Year
Alabama	2016	1	1	0	0	0	0	2
	2017	2	2	0	0	0	0	4
	2018	4	2	0	0	22	0	4
Alaska	2019	4	0	0	0	0	0	4
	2016	1	0	0	1	0	0	0
	2017	0	0	0	0	0	0	0
Arizona	2019	0	0	0	0	0	0	0
	2016	6	2	0	0	1	0	7
	2017	7	0	0	0	2	0	5
Arkansas	2019	4	0	0	0	0	0	4
	2016	3	0	0	0	1	0	2
	2017	2	0	0	0	0	0	2
California	2019	2	0	0	0	0	0	2
	2016	60	13	0	1	8	0	64
	2017	64	5	0	0	12	0	57
Colorado	2019	62	5	1	0	4	0	62
	2016	9	1	0	0	3	0	7
	2017	7	3	0	0	0	0	10
Connecticut	2019	10	2	0	0	2	0	10
	2016	4	0	0	0	1	0	3
	2017	3	1	0	0	0	0	4
Delaware	2019	5	0	0	0	1	0	4
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Florida	2019	2	0	0	0	0	0	2
	2016	34	5	0	0	4	0	35
	2017	35	8	0	0	6	0	37
Georgia	2019	41	6	0	0	1	0	46
	2016	15	1	0	1	1	0	14
	2017	14	3	0	0	4	0	13
Hawaii	2019	16	1	0	0	0	0	17
	2016	3	0	0	0	1	0	2
	2017	2	0	0	0	0	0	2
Idaho	2019	2	0	0	0	0	0	2
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Illinois	2019	1	0	0	0	0	0	1
	2016	21	4	0	0	6	0	19
	2017	19	4	0	0	6	0	17

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at the End of the Year
	2018	17	0	0	0	0	0	17
	2019	17	1	0	0	1	0	17
Indiana	2016	10	0	0	0	2	0	8
	2017	8	0	0	0	1	0	7
	2018	7	2	0	0	0	0	9
	2019	9	1	0	0	1	0	9
Iowa	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	2	0	0	1
	2019	1	0	0	0	0	0	1
Kansas	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Kentucky	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	1	0	3
	2018	3	0	0	0	1	0	2
	2019	2	0	0	0	0	0	2
Louisiana	2016	3	0	0	0	1	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Maine	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Maryland	2016	8	1	0	0	0	0	9
	2017	9	3	0	0	1	0	11
	2018	11	3	0	0	2	0	12
	2019	12	1	0	0	2	0	11
Massachusetts	2016	20	1	0	0	2	0	19
	2017	19	4	0	0	4	0	19
	2018	19	0	0	0	1	0	18
	2019	18	3	0	0	3	0	18
Michigan	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Minnesota	2016	7	1	0	0	3	0	5
	2017	5	0	0	0	1	0	4
	2018	4	1	0	0	0	0	5
	2019	5	0	0	0	0	0	5
Mississippi	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	1	0	0
Missouri	2016	7	0	0	0	1	0	6
	2017	6	0	0	0	2	0	4
	2018	4	3	0	0	0	0	7
	2019	7	0	0	0	0	0	7
Montana	2016	3	0	0	0	0	0	3

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at the End of the Year
	2017	3	0	0	0	1	0	2
	2018	2	0	0	0	0	0	2
Nebraska	2019	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Nevada	2019	2	0	0	0	0	0	1
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
New Hampshire	2019	3	1	0	0	0	0	4
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
New Jersey	2019	2	0	0	0	0	0	2
	2016	10	4	0	0	3	0	11
	2017	11	1	0	0	2	0	10
	2018	10	3	0	0	0	0	13
New Mexico	2019	13	0	1	0	1	0	11
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
New York	2019	0	1	0	0	0	0	1
	2016	17	1	0	0	4	0	14
	2017	14	3	0	0	6	0	11
	2018	11	2	0	0	1	0	12
North Carolina	2019	12	2	0	1	1	0	12
	2016	10	1	0	0	2	0	9
	2017	9	2	0	0	1	0	10
	2018	10	0	0	0	0	0	10
Ohio	2019	10	1	0	0	0	0	11
	2016	12	3	0	0	3	0	12
	2017	12	1	0	0	1	0	12
	2018	12	1	0	0	0	0	13
Oklahoma	2019	13	2	0	0	4	0	11
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	1	0	3
	2018	3	1	0	1	0	0	3
Oregon	2019	3	0	0	0	1	0	2
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	1	0	3
	2018	3	0	0	0	2	0	1
Pennsylvania	2019	1	1	0	0	0	0	2
	2016	15	1	0	0	4	0	12
	2017	12	1	0	0	4	0	9
	2018	9	0	0	0	2	0	7
South Carolina	2019	7	1	0	0	0	0	8
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at the End of the Year
South Dakota	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Tennessee	2019	0	0	0	0	0	0	0
	2016	8	0	0	0	0	0	8
	2017	8	0	0	0	1	0	7
Texas	2018	7	0	0	0	0	0	7
	2019	7	0	1	0	1	0	5
	2016	32	7	0	0	1	0	38
Utah	2017	38	6	0	0	3	0	41
	2018	41	7	1	3	2	0	42
	2019	42	4	0	0	4	0	42
Vermont	2016	2	1	0	0	0	0	3
	2017	3	1	0	0	2	0	2
	2018	2	0	0	0	0	0	2
Virginia	2019	2	1	0	0	1	0	2
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Washington	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2016	9	1	0	0	0	0	10
West Virginia	2017	10	3	0	0	4	0	9
	2018	9	2	0	0	2	0	9
	2019	9	3	0	0	2	0	10
Wisconsin	2016	9	4	0	1	1	0	11
	2017	11	0	0	0	2	0	9
	2018	9	0	0	0	1	0	8
District of Columbia	2019	8	0	0	0	4	0	4
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
U.S. Total	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2016	3	0	0	0	0	0	3
Canada	2017	3	0	0	0	2	0	1
	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Puerto Rico	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
U.S. Total	2019	1	1	0	0	0	0	2
	2016	374	53	0	4	53	0	370
	2017	370	51	0	0	71	0	350
Canada	2018	350	54	2	8	26	0	368
	2019	368	38	3	12	3635	0	366
	2016	10	0	0	0	0	0	10
Puerto Rico	2017	10	3	0	0	0	0	13
	2018	13	0	0	0	1	0	12
	2019	12	0	0	0	0	0	12
U.S. Total	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired By Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at the End of the Year
	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
United Kingdom	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	<u>2019</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
South Korea	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	<u>2019</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
World Wide Total	2016	387	53	0	4	53	0	383
	2017	383	56	0	0	71	0	368
	2018	368	54	2	8	27	0	385
	<u>2019</u>	<u>385</u>	<u>38</u>	<u>3</u>	<u>12</u>	<u>3635</u>	<u>0</u>	<u>383</u>

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS
For Years ~~20167~~ to ~~20189~~

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisees	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of the Year
All	20167	0	0	0	0	0	0
	20178	0	0	0	0	0	0
	20189	0	0	0	0	0	0
Totals	20167	0	0	0	0	0	0
	20178	0	0	0	0	0	0
	20189	0	0	0	0	0	0

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, ~~20189~~

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
California	0	6	0
Canada	0	1	0

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Colorado	0	2	0
Connecticut	0	1	0
Delaware	0	0	0
Florida	0	3	0
Georgia	0	3	0
Hawaii	0	1	0
Illinois	0	3	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	1	0
Kentucky	0	0	0
Louisiana	0	1	0
Maine	0	0	0
Maryland	0	3	0
Massachusetts	0	2	0
Michigan	0	0	0
Minnesota	0	1	0
Mississippi	0	1	0
Missouri	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	0	1	0
New York	0	2	0
North Carolina	0	1	0
Ohio	0	2	0
Oklahoma	0	1	0
Oregon	0	1	0
Pennsylvania	0	1	0
Puerto Rico	0	0	0
South Carolina	0	1	0
Tennessee	0	1	0
Texas	0	2	0
Virginia	0	1	0
Washington	0	1	0
West Virginia	0	0	0
Wisconsin	0	1	0
District of Columbia	0	1	0
TOTALS	0	53	0

The numbers in this item are as of December 31st.

The names of franchisees and the addresses and telephone numbers of their franchises are listed in Exhibit E. The name and last known address and telephone number of every franchisee who has had a unit terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the disclosure document issuance date is listed in Exhibit F.

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 experience with CLUB Z!. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you. During the last three fiscal years, we have not signed confidentiality clauses with current or former franchisees. In addition, our franchise agreements have confidentiality clauses which prevent current and former franchisees from disclosing proprietary, confidential and trade secret information regarding our system.

We have not created, sponsored or endorsed any trademark specific franchisee organization nor have any independent franchisee organizations asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit "B" are the following financial statements:

Our audited Balance Sheet, Income Statements, Statements of Changes in Stockholders' Equity, and Statements of Cash Flows for the periods ending December 31, 201~~8~~9, December 31, 201~~7~~8, and December 31, 201~~6~~7. Our fiscal year ends December 31st.

Also attached are our unaudited financial statements for the interim period ending February ~~28~~29, ~~2019~~2020.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

ITEM 22 CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

(a) Franchise Agreement -- Exhibit C

EXHIBIT A TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

Our registered agent in the State of Florida is:

Mark W. Lucas
17425 Bridge Hill Court
Suite 200
Tampa, Florida 33647

STATE	AGENCY	PROCESS, IF DIFFERENT
California 1-866-ASK-CORP	Commissioner of Business Oversight Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento 1515 K Street, South, Suite 200 Sacramento, CA 95813-4052 San Diego 1350 Front Street San Diego, CA 92101 San Francisco 1 Sansome Street, Suite 600 San Francisco, CA 94104	
Hawaii	Commission of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204	Administrative Office of the Secretary of State 201 State House Indianapolis, IN 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021	Maryland Securities Commissioner 200 St. Paul Place Baltimore MD 21202-2021
Michigan	Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 G. Mennen Williams Building 525 West. Ottawa Lansing, MI 48933	
Minnesota	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198	

STATE	AGENCY	PROCESS, IF DIFFERENT
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St., 21 st Fl. New York, NY 10005 212-416-823685	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001
North Dakota	Office of Securities Commissioner 600 East Boulevard Avenue State Capital 5 th Floor Bismarck, ND 58505-0510	North Dakota Securities Department 600 East Boulevard Avenue State Capital 5 th Floor Dept 414 Bismarck, ND 58505-0510
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310	
Rhode Island	Division of Securities Department of Business Regulations Bldg. 69, 1st Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920	
South Dakota	Department of Labor and Regulation Division of Securities 124 S Euclid, Ste 104 Pierre, SD 57501	
Virginia	Ronald W. Thomas, Administrator State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219	Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219
Washington	Department of Financial Institutions 150 Israel Rd. SW Tumwater, WA 98501 Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Securities and Franchise Registration Division of Securities 4th Floor 345 W. Washington Avenue Madison, WI 53703	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

OF

CLUB Z!, INC.

CLUB Z!, INC.

INTERIM UN-AUDITED FINANCIAL STATEMENTS

**For the Period
January through February 2020**

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05/04/20
Accrual Basis

Club Z, Inc.
Balance Sheet
As of February 29, 2020

	<u>Feb 29, 20</u>
ASSETS	
Current Assets	2,054,089.44
Fixed Assets	361,375.38
Other Assets	-139,851.32
TOTAL ASSETS	<u><u>2,275,613.50</u></u>
LIABILITIES & EQUITY	
Liabilities	24,745.93
Equity	2,250,867.57
TOTAL LIABILITIES & EQUITY	<u><u>2,275,613.50</u></u>

1:11 PM

04/15/20

Accrual Basis

Club Z, Inc.
Profit & Loss
January through February 2020

	Jan - Feb 20
Ordinary Income/Expense	
Income	643,852.91
Cost of Goods Sold	6,576.67
Gross Profit	637,276.24
Expense	564,456.39
Net Ordinary Income	72,819.85
Other Income/Expense	
Other Income	10,027.40
Net Other Income	10,027.40
Net Income	82,847.25

**CLUB Z!, INC.
TAMPA, FLORIDA
FINANCIAL STATEMENTS
DECEMBER 31, 2019
2018, AND 2017**

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Independent Auditors' Report

The Board of Directors
Club Z!, Inc.

We have audited the accompanying financial statements of Club Z!, Inc. (a State of Florida corporation), which comprise the comparative balance sheets as of December 31, 2019, 2018, and 2017, and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these comparative financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the comparative financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the comparative financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the comparative financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the comparative financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the comparative financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Club Z!, Inc. as of December 31, 2019, 2018, and 2017, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Perez & Company
Certified Public Accountants

February 25, 2020

CLUB Z!, INC.
TAMPA, FLORIDA
BALANCE SHEETS
AS OF DECEMBER 31, 2019
2018 AND 2017

ASSETS	2019	2018	2017
Current Assets			
Cash	\$1,008,856	\$1,145,072	\$1,196,372
Accounts Receivable	1,190,723	1,323,640	1,316,180
Inventory	48,300	48,300	46,250
Total Current Assets	<u>2,247,879</u>	<u>2,517,012</u>	<u>2,558,802</u>
Property & Equipment			
Furniture	113,058	112,018	112,018
Computer Software	217,641	157,690	62,544
Online Tutoring Platform	250,000		
Curriculum Development	35,150		
Equipment	414,852	414,852	414,852
	<u>1,030,701</u>	<u>684,560</u>	<u>589,414</u>
Less: Accumulated Depreciation	<u>(525,948)</u>	<u>(483,585)</u>	<u>(476,121)</u>
Net Property & Equipment	<u>504,753</u>	<u>200,975</u>	<u>113,293</u>
Other Assets			
Prospect Database	70,000	70,000	70,000
Less: Accumulated Amortization	<u>(70,000)</u>	<u>(70,000)</u>	<u>(46,666)</u>
Net Prospect Database	<u>0</u>	<u>0</u>	<u>23,334</u>
Total Other Assets	<u>0</u>	<u>0</u>	<u>23,334</u>
Total Assets	<u>\$2,752,632</u>	<u>\$2,717,987</u>	<u>\$2,695,429</u>
LIABILITIES & STOCKHOLDERS EQUITY			
Current Liabilities			
Accounts Payable	<u>\$14,375</u>	<u>\$4,271</u>	<u>\$5,916</u>
Total Current Liabilities	<u>14,375</u>	<u>4,271</u>	<u>5,916</u>
Stockholders Equity			
Common Stock	4,514	4,514	4,514
Additional Paid In Capital	1,125,534	1,125,534	1,125,534
Retained Earnings	1,999,583	1,973,792	1,949,589
	<u>3,129,631</u>	<u>3,103,840</u>	<u>3,079,637</u>
Treasury Stock	<u>(391,374)</u>	<u>(390,124)</u>	<u>(390,124)</u>
Total Stockholders Equity	<u>2,738,257</u>	<u>2,713,716</u>	<u>2,689,513</u>
Total Liabilities & Stockholders Equity	<u>\$2,752,632</u>	<u>\$2,717,987</u>	<u>\$2,695,429</u>

Read Accompanying Notes and Accountants' Audit Report.

CLUB ZI, INC.
TAMPA, FLORIDA
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2019
2018 AND 2017

	2019	2018	2017
Revenues	\$3,932,161	\$3,965,861	\$3,887,193
Cost of Sales	27,117	54,346	2,590
Gross Profit	3,905,044	3,911,515	3,884,603
Operating Expenses			
Personnel Expenses	2,146,382	2,242,484	2,193,946
Consulting Fees	113,144	164,204	153,399
Advertising & Marketing	358,907	195,385	245,867
Bank Service Charges	76,520	72,395	75,245
Computer Expenses	13,804	37,988	17,526
Contract Labor	98,086	105,363	55,282
Depreciation & Amortization	42,363	42,363	45,080
Employee Benefits	78,696	75,330	68,851
Insurance	18,902	22,309	27,887
Leads	242,776	256,457	137,276
Office Expenses	163,494	218,717	255,102
Professional Fees	56,783	35,194	53,905
Rent	174,316	183,301	177,165
Repairs & Maintenance	0	16,641	12,410
Taxes & Licenses	8,324	5,408	124,912
Telephone	103,276	54,837	82,667
Training	23,148	27,700	23,486
Travel	80,154	93,967	77,189
Website Expenses	64,127	37,998	28,259
Total Operating Expenses	3,863,202	3,878,041	3,855,454
Operating Income	41,842	33,474	29,149
Other Expenses			
Scholarships	(11,500)		
Territory Restructuring		(5,000)	(17,500)
Net Income Before Taxes	30,342	28,474	11,649
Federal & State Income Taxes	(4,551)	(4,271)	(1,747)
Net Income	\$25,791	\$24,203	\$9,902

Read Accompanying Notes and Accountants' Audit Report.

CLUB ZI, INC.
TAMPA, FLORIDA
STATEMENTS OF STOCKHOLDERS EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2019
2018 AND 2017

	Common Stock		Additional Paid In Capital	Treasury Stock		Retained Earnings
	Shares	Amount		Shares	Amount	
Balance at December 31, 2016	\$451,428	\$45,814	\$1,125,534	\$51,348	(\$390,124)	\$1,939,687
Activity for 2017						
Net Income						9,902
Balance at December 31, 2017	451,428	45,814	1,125,534	51,348	(390,124)	1,949,589
Activity for 2018						
Net Income						24,203
Balance at December 31, 2018	451,428	45,814	1,125,534	51,348	(390,124)	1,973,792
Activity for 2019						
Net Income					(1,250)	25,791
Balance at December 31, 2019	<u>\$451,428</u>	<u>\$45,814</u>	<u>\$1,125,534</u>	<u>\$51,348</u>	<u>(\$391,374)</u>	<u>\$1,999,583</u>

CLUB Z!, INC.
TAMPA, FLORIDA
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019
2018, AND 2017

	2019	2018	2017
Cash Flows from Operating Activities			
Net Income	\$25,791	\$24,203	\$9,902
Adjustments to Reconcile Net Income to Cash			
Depreciation & Amortization	42,363	7,464	45,080
Accounts Receivable	131,417	(7,460)	(219,947)
Inventory	1,500	(2,050)	(902)
Accounts Payable	10,104	(1,645)	(290)
Income Tax Refunds (Due)	0	0	(4,762)
Total Cash Flows Provided (Used) by Operating Activities	211,175	20,512	(170,919)
Cash Flows Used by Investing Activities			
Purchase of Property & Equipment	(346,141)	(71,812)	(13,316)
Purchase of Treasury Stock	(1,250)		
Total Cash Flows Used by Investing Activities	(347,391)	(71,812)	(13,316)
Net Increase (Decrease) in Cash	(136,216)	(51,300)	(184,235)
Cash at Beginning of Year	1,145,072	1,196,372	1,380,607
Cash at End of Year	\$1,008,856	\$1,145,072	\$1,196,372

Read Accompanying Notes and Accountants' Audit Report.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019,
2018, AND 2017

NOTE 1 – FORMATION AND OPERATIONS OF THE COMPANY

Club Z!, Inc. (the "Company") was incorporated in June of 1995. Club Z!, Inc.'s principal business is offering franchises under the trade name Club Z! In Home Tutoring for in home, academic tutoring, where certified teachers and professionals are matched with students to provide high quality, one on one instruction and support. The Company also owns copyrights, trademarks, and business plans on other businesses in various stages of development.

The principal shareholder for Club Z!, Inc. is Mark Lucas, owning 2,532,000 shares of the common stock or 63.29% of the total 4,000,700 shares outstanding.

Mark W. Lucas, Founder and CEO, has been with the company since its inception. Mr. Lucas has been involved in the education industry for the past twenty five years. Before that, Mr. Lucas owned and operated a financial consulting and marketing company based in Tampa, Florida.

NOTE 2 – RELATED PARTY TRANSACTIONS

As of December 31, 2019, 2018, and 2017, the accounts receivable balances of \$1,190,723, \$1,323,640, and \$1,316,180, includes \$576,424, \$522,668, and \$524,129, 7, of operating expenses that have been advanced to related companies.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The company maintains its accounting records on the accrual basis of accounting, in conformity with generally accepted accounting principles.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019,
2018, AND 2017

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with maturities of three months or less to be cash equivalents, at December 31, 2019, 2018, and 2017, had no cash equivalents.

The Company maintains its cash balances in financial institutions located in Tampa, Florida. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of December 31, 2019, 2018, and 2017, the Company's uninsured cash balances totaled \$625,844, \$760,311, and \$770,320, respectively.

Impairment of Long-Lived Assets

The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. There were no impairment losses in 2019, 2018, or 2017.

Inventories

Inventories are stated at actual cost under the FIFO (First In, First Out) method of accounting. The inventory primarily consists of copyrighted publications, educational toys, educational workbooks, training aids, and apparel sold to Club Z franchisees.

Revenue Recognition

Revenue is not recognized until all services, conditions, and obligations have been performed. Franchise sales are recognized when the initial training and training materials have been completed and the franchisee has no right to receive a refund. Continuing royalty fees and sales of educational products and services are recognized as the fees are earned.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019
2018, AND 2017

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition (continued)

All Club Z!, Inc. franchisees contribute 2% of their gross sales to the National Advertising Fund on a monthly basis. The Fund is primarily spent on national pay-per-click advertising in online search engines (such as Google, Yahoo, and MSN), design and maintenance of our website and administrative staff.

Club Z!, Inc. has elected to defer ASC 606 compliance until 2021.

Advertising

Advertising and Marketing expenses consist of primarily of national classified newspapers, national magazines, and internet advertising. The company expenses advertising costs as they are incurred.

Income Taxes

For tax reporting purposes, the company's fiscal year end is December 31, and files Federal and State returns as a C Corporation. The tax years ending December 31, 2019, 2018, and 2017, are still open to audit for both Federal and State purposes.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019,
2018, AND 2017

NOTE 4 – FRANCHISE OPERATIONS

Franchises are sold to qualified individuals for a initial fee ranging from \$19,500 to \$44,500, depending upon the size of the territory covered. Franchisees receive a secure territory comprised of no less than 50,000 individuals. The franchise operates a service whereby they act as a "matchmaker" between certified tutors and parents seeking educational assistance for their children. All tutoring is done at the parent's home. Tutors charge between \$30 and \$70 per hour with approximately one half of the fee for the tutor and the other half of the fee as revenue for the franchise. The Franchise Agreement provides for a 6% royalty per month of the gross revenues or \$350, whichever is greater. Accordingly, as a franchisee increases their student "pool" the revenues and their corresponding royalties increase.

With respect to the franchise fees paid to Club Z, the franchisee receives along with the exclusive territory discussed above the following:

- 1) Two (2) days of complete training at the Tampa home office or their place of choosing at no additional charge;
- 2) Club Z provides assistance with recruiting 15-30 qualified tutors interested in providing services in the respective franchisee's territory;
- 3) The right to use the Club Z trademark and name;
- 4) Access to diagnostic tests and other educational materials at favorable prices;
- 5) Camera ready artwork for publications and/or radio and television commercials;
- 6) All legal and business forms.

All of the above is provided to the franchisee on a continuing and as needed basis for the duration of the Franchise Agreement.

Club Z!, Inc. does not currently own any franchises. Franchises are sold by protected territory, and franchise sales may be affected in future periods due to market saturation and the subsequent decreasing amount of territories available for sale.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019,
2018, AND 2017

NOTE 5 – ONLINE TUTORING PLATFORM

Club Z!, Inc. is developing a full encompassing online tutoring platform that will allow students and tutors to connect one on one virtually over the internet. The website will also be utilized as a national brand awareness tool for franchise owners.

NOTE 5 – RENTALS UNDER OPERATING LEASES

The Corporation leases its office facility and some office equipment under operating leases. The schedule of the future rental payments required under those leases is as follows:

<u>Year End</u>	
2020	167,472
2021	55,512
2022	<u>-0-</u>
	<u>\$390,456</u>

NOTE 6 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 25, 2020, the date the financial statements were available to be used.

CLUB Z!, INC.

INTERIM UN-AUDITED FINANCIAL STATEMENTS

**For the Period
January through February 2019**

2:13 PM
05/20/19
Accrual Basis

Club Z, Inc.
Balance Sheet
As of February 28, 2019

	<u>Feb 28, 19</u>
ASSETS	
Current Assets	2,271,284.93
Fixed Assets	147,810.18
TOTAL ASSETS	<u><u>2,419,095.11</u></u>
LIABILITIES & EQUITY	2,419,095.11

2:07 PM
05/20/19
Accrual Basis

Club Z, Inc.
Profit & Loss
January through February 2019
Jan - Feb 19

Ordinary Income/Expense	
Income	654,712.41
Cost of Goods Sold	<u>5,363.70</u>
Gross Profit	649,348.71
Expense	<u>526,656.67</u>
Net Ordinary Income	<u>122,692.04</u>
Net Income	<u><u>122,692.04</u></u>



Perez & Company
CERTIFIED PUBLIC ACCOUNTANTS, P.A.

fperez3@pacocpas.com
813-223-2511
4830 West Kennedy Blvd.
Suite 600
Tampa, Florida 33609

February 25, 2019

To Whom It May Concern:

Re: Consent of Accountant/Auditor

Perez & Company, C.P.A.s, P.A. consents to the use in the Franchise Disclosure Document issued by Club Z!, Inc. ("Franchisor") on April 30, 2019, as it may be amended, of our report dated February 25, 2019, relating to the financial statements of Franchisor for the period ending December 31, 2018.

Very truly yours,


Perez & Company
Certified Public Accountants



www.PACOCPAS.com

**CLUB Z!, INC.
TAMPA, FLORIDA
FINANCIAL STATEMENTS
DECEMBER 31, 2018
2017, AND 2016**

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Perez & Company
CERTIFIED PUBLIC ACCOUNTANTS, P.A.

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Independent Auditors' Report

**The Board of Directors
Club Z!, Inc.**

We have audited the accompanying financial statements of Club Z!, Inc. (a State of Florida corporation), which comprise the comparative balance sheets as of December 31, 2018, 2017, and 2016, and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these comparative financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the comparative financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the comparative financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the comparative financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the comparative financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the comparative financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Club Z!, Inc. as of December 31, 2018, 2017, and 2016, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.


Perez & Company
Certified Public Accountants

February 25, 2019

CLUB Z!, INC.
TAMPA, FLORIDA
BALANCE SHEETS
AS OF DECEMBER 31, 2018
2017 AND 2016

ASSETS	2018	2017	2016
Current Assets			
Cash	\$1,145,072	\$1,196,372	\$1,380,607
Accounts Receivable	1,323,640	1,316,180	1,096,233
Inventory	48,300	46,250	45,348
Total Current Assets	<u>2,517,012</u>	<u>2,558,802</u>	<u>2,522,188</u>
Property & Equipment			
Furniture	112,018	112,018	110,176
Computer Software	157,690	62,544	51,070
Equipment	414,852	414,852	414,852
	<u>684,560</u>	<u>589,414</u>	<u>576,098</u>
Less: Accumulated Depreciation	<u>(483,585)</u>	<u>(476,121)</u>	<u>(454,374)</u>
Net Property & Equipment	<u>200,975</u>	<u>113,293</u>	<u>121,724</u>
Other Assets			
Prospect Database	70,000	70,000	70,000
Less: Accumulated Amortization	<u>(70,000)</u>	<u>(46,666)</u>	<u>(23,333)</u>
Net Prospect Database	<u>0</u>	<u>23,334</u>	<u>46,667</u>
Total Other Assets	<u>0</u>	<u>23,334</u>	<u>46,667</u>
Total Assets	<u>\$2,717,987</u>	<u>\$2,695,429</u>	<u>\$2,690,579</u>
LIABILITIES & STOCKHOLDERS EQUITY			
Current Liabilities			
Accounts Payable	<u>\$4,271</u>	<u>\$5,916</u>	<u>\$10,968</u>
Total Current Liabilities	<u>4,271</u>	<u>5,916</u>	<u>10,968</u>
Stockholders Equity			
Common Stock	4,514	4,514	4,514
Additional Paid In Capital	1,125,534	1,125,534	1,125,534
Retained Earnings	<u>1,973,792</u>	<u>1,949,589</u>	<u>1,939,687</u>
	<u>3,103,840</u>	<u>3,079,637</u>	<u>3,069,735</u>
Treasury Stock	<u>(390,124)</u>	<u>(390,124)</u>	<u>(390,124)</u>
Total Stockholders Equity	<u>2,713,716</u>	<u>2,689,513</u>	<u>2,679,611</u>
Total Liabilities & Stockholders Equity	<u>\$2,717,987</u>	<u>\$2,695,429</u>	<u>\$2,690,579</u>

Read Accompanying Notes and Accountants' Audit Report.

CLUB Z!, INC.
TAMPA, FLORIDA
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2018
2017 AND 2016

	2018	2017	2016
Revenues	\$3,966,861	\$3,887,193	\$4,012,146
Cost of Sales	54,346	2,590	5,764
Gross Profit	3,911,515	3,884,603	4,006,382
Operating Expenses			
Personnel Expenses	2,242,484	2,193,946	2,380,711
Consulting Fees	154,204	153,399	184,387
Advertising & Marketing	195,385	245,867	255,069
Bank Service Charges	72,395	75,245	74,836
Computer Expenses	37,988	17,526	7,923
Contract Labor	105,363	55,282	43,769
Depreciation & Amortization	42,363	45,080	45,080
Employee Benefits	75,330	68,851	57,344
Insurance	22,309	27,887	34,665
Leads	256,457	137,276	154,225
Office Expenses	218,717	255,102	247,779
Professional Fees	35,194	53,905	94,194
Rent	183,301	177,165	155,383
Repairs & Maintenance	16,641	12,410	608
Taxes & Licenses	5,408	124,912	4,008
Telephone	54,837	82,667	80,532
Training	27,700	23,486	9,600
Travel	93,967	77,189	94,158
Website Expenses	37,998	28,259	21,221
Total Operating Expenses	3,878,041	3,855,454	3,945,492
Operating Income	33,474	29,149	60,890
Other Expenses			
Territory Restructuring	(5,000)	(17,500)	(17,500)
Net Income Before Taxes	28,474	11,649	43,390
Federal & State Income Taxes	(4,271)	(1,747)	(6,509)
Net Income	\$24,203	\$9,902	\$36,881

Read Accompanying Notes and Accountants' Audit Report.

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CLUB Z!, INC.
TAMPA, FLORIDA
STATEMENTS OF STOCKHOLDERS EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2018
2017 AND 2016

	Common Stock		Additional Paid In Capital	Treasury Stock		Retained Earnings
	Shares	Amount		Shares	Amount	
Balance at December 31, 2015	\$451,428	\$45,814	\$1,125,534	\$51,348	(\$390,124)	\$1,902,806
Activity for 2016						
Net Income						36,881
Balance at December 31, 2016	451,428	45,814	1,125,534	51,348	(390,124)	1,939,687
Activity for 2017						
Net Income						9,902
Balance at December 31, 2017	451,428	45,814	1,125,534	51,348	(390,124)	1,949,589
Activity for 2018						
Net Income						24,203
Balance at December 31, 2018	<u>\$451,428</u>	<u>\$45,814</u>	<u>\$1,125,534</u>	<u>\$51,348</u>	<u>(\$390,124)</u>	<u>\$1,973,792</u>

Read Accompanying Notes and Accountants' Audit Report.

CLUB ZI, INC.
TAMPA, FLORIDA
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2018
2017, AND 2016

	2018	2017	2016
Cash Flows from Operating Activities			
Net Income	\$24,203	\$9,902	\$36,881
Adjustments to Reconcile Net Income to Cash			
Depreciation & Amortization	7,464	45,080	45,080
Accounts Receivable	(7,460)	(219,947)	171,480
Inventory	(2,050)	(902)	(4,091)
Accounts Payable	(1,645)	(290)	(114,551)
Income Tax Refunds (Due)	0	(4,762)	(5,409)
Total Cash Flows Provided (Used) by Operating Activities	20,512	(170,919)	129,390
Cash Flows Used by Investing Activities			
Purchase of Property & Equipment	(71,812)	(13,316)	(143,470)
Purchase of Prospect Database			(70,000)
Total Cash Flows Used by Investing Activities	(71,812)	(13,316)	(213,470)
Net Increase (Decrease) in Cash	(51,300)	(184,235)	(84,080)
Cash at Beginning of Year	1,196,372	1,380,607	1,464,687
Cash at End of Year	\$1,145,072	\$1,196,372	\$1,380,607

Read Accompanying Notes and Accountants' Audit Report.

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**CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018,
2017, AND 2016**

NOTE 1 – FORMATION AND OPERATIONS OF THE COMPANY

Club Z!, Inc. (the "Company") was incorporated in June of 1995. Club Z!, Inc.'s principal business is offering franchises under the trade name Club Z! In Home Tutoring for in home, academic tutoring, where certified teachers and professionals are matched with students to provide high quality, one on one instruction and support. The Company also owns copyrights, trademarks, and business plans on other businesses in various stages of development.

The principal shareholder for Club Z!, Inc. is Mark Lucas, owning 2,532,000 shares of the common stock or 63.29% of the total 4,000,700 shares outstanding.

James Murphy, Jr., President and Director, has been with the company since its inception. Mr. Murphy's diversified business background includes serving in executive management, marketing, sales, and distribution for several American corporations. Mark W. Lucas, Founder and CEO, has been with the company since its inception. Mr. Lucas has been involved in the education industry for the past twenty five years. Before that, Mr. Lucas owned and operated a financial consulting and marketing company based in Tampa, Florida.

NOTE 2 – RELATED PARTY TRANSACTIONS

As of December 31, 2018, 2017, and 2016, the accounts receivable balances of \$1,323,640, \$1,316,180, and \$1,096,233, includes \$522,668, \$524,129, and \$549,407, of operating expenses that have been advanced to related companies.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The company maintains its accounting records on the accrual basis of accounting, in conformity with generally accepted accounting principles.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018,
2017, AND 2016

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with maturities of three months or less to be cash equivalents, at December 31, 2018, 2017, and 2016, had no cash equivalents.

The Company maintains its cash balances in financial institutions located in Tampa, Florida. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of December 31, 2018, 2017, and 2016, the Company's uninsured cash balances totaled \$760,311, \$770,320, and, respectively.

Impairment of Long-Lived Assets

The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. There were no impairment losses in 2018, 2017, or 2016.

Inventories

Inventories are stated at actual cost under the FIFO (First In, First Out) method of accounting. The inventory primarily consists of copyrighted publications, educational toys, educational workbooks, training aids, and apparel sold to Club Z franchisees.

Revenue Recognition

Revenue is not recognized until all services, conditions, and obligations have been performed. Franchise sales are recognized when the initial training and training materials have been completed and the franchisee has no right to receive a refund. Continuing royalty fees and sales of educational products and services are recognized as the fees are earned.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018
2017, AND 2016

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition (continued)

All Club Z!, Inc. franchisees contribute 2% of their gross sales to the National Advertising Fund on a monthly basis. The Fund is primarily spent on national pay-per-click advertising in online search engines (such as Google, Yahoo, and MSN), design and maintenance of our website and administrative staff.

Advertising

Advertising and Marketing expenses consist of primarily of national classified newspapers, national magazines, and internet advertising. The company expenses advertising costs as they are incurred.

Income Taxes

For tax reporting purposes, the company's fiscal year end is December 31, and files Federal and State returns as a C Corporation. The tax years ending December 31, 2018, 2017, and 2016, are still open to audit for both Federal and State purposes.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018,
2017, AND 2016

NOTE 4 – FRANCHISE OPERATIONS

Franchises are sold to qualified individuals for a initial fee ranging from \$19,500 to \$44,500, depending upon the size of the territory covered. Franchisees receive a secure territory comprised of no less than 50,000 individuals. The franchise operates a service whereby they act as a "matchmaker" between certified tutors and parents seeking educational assistance for their children. All tutoring is done at the parent's home. Tutors charge between \$30 and \$70 per hour with approximately one half of the fee for the tutor and the other half of the fee as revenue for the franchise. The Franchise Agreement provides for a 6% royalty per month of the gross revenues or \$350, whichever is greater. Accordingly, as a franchisee increases their student "pool" the revenues and their corresponding royalties increase.

With respect to the franchise fees paid to Club Z, the franchisee receives along with the exclusive territory discussed above the following:

- 1) Two (2) days of complete training at the Tampa home office or their place of choosing at no additional charge;
- 2) Club Z provides assistance with recruiting 15-30 qualified tutors interested in providing services in the respective franchisee's territory;
- 3) The right to use the Club Z trademark and name;
- 4) Access to diagnostic tests and other educational materials at favorable prices;
- 5) Camera ready artwork for publications and/or radio and television commercials;
- 6) All legal and business forms.

All of the above is provided to the franchisee on a continuing and as needed basis for the duration of the Franchise Agreement.

Club Z!, Inc. does not currently own any franchises. Franchises are sold by protected territory, and franchise sales may be affected in future periods due to market saturation and the subsequent decreasing amount of territories available for sale.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018,
2017, AND 2016

NOTE 5 – RENTALS UNDER OPERATING LEASES

The Corporation leases its office facility and some office equipment under operating leases. The schedule of the future rental payments required under those leases is as follows:

<u>Year End</u>	
2019	\$167,472
2020	167,472
2021	55,512
2022	<u>-0-</u>
	<u>\$390,456</u>

NOTE 6 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 25, 2019, the date the financial statements were available to be used.

**CLUB Z!, INC.
TAMPA, FLORIDA
FINANCIAL STATEMENTS
DECEMBER 31, 2017
2016, AND 2015**

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Perez & Company
CERTIFIED PUBLIC ACCOUNTANTS, P.A.

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Independent Auditors' Report

**The Board of Directors
Club Z!, Inc.**

We have audited the accompanying financial statements of Club Z!, Inc. (a State of Florida corporation), which comprise the comparative balance sheets as of December 31, 2017, 2016, and 2015, and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these comparative financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the comparative financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the comparative financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the comparative financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the comparative financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the comparative financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Club Z!, Inc. as of December 31, 2017, 2016, and 2015, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.


Perez & Company
Certified Public Accountants

March 26, 2018

CLUB Z!, INC.
TAMPA, FLORIDA
BALANCE SHEETS
AS OF DECEMBER 31, 2017
2016 AND 2015

ASSETS	2017	2016	2015
Current Assets			
Cash	\$1,196,372	\$1,380,607	\$1,464,687
Accounts Receivable	1,316,180	1,096,233	1,267,714
Inventory	46,250	45,348	41,257
Total Current Assets	<u>2,558,802</u>	<u>2,522,188</u>	<u>2,773,658</u>
Property & Equipment			
Furniture	112,018	110,176	71,276
Computer Software	62,544	51,070	
Equipment	414,852	414,852	361,352
	<u>589,414</u>	<u>576,098</u>	<u>432,628</u>
Less: Accumulated Depreciation	<u>(476,121)</u>	<u>(454,374)</u>	<u>(432,628)</u>
Net Property & Equipment	<u>113,293</u>	<u>121,724</u>	<u>0</u>
Other Assets			
Prospect Database	70,000	70,000	
Less: Accumulated Amortization	<u>(46,666)</u>	<u>(23,333)</u>	
Net Prospect Database	<u>23,334</u>	<u>46,667</u>	
Deposits	<u>0</u>	<u>0</u>	<u>0</u>
Total Other Assets	<u>23,334</u>	<u>46,667</u>	<u>0</u>
Total Assets	<u>\$2,695,429</u>	<u>\$2,690,579</u>	<u>\$2,773,658</u>
LIABILITIES & STOCKHOLDERS EQUITY			
Current Liabilities			
Accounts Payable	\$4,169	\$4,459	\$119,010
Income Taxes Due	<u>1,747</u>	<u>6,509</u>	<u>11,918</u>
Total Current Liabilities	<u>5,916</u>	<u>10,968</u>	<u>130,928</u>
Stockholders Equity			
Common Stock	4,514	4,514	4,514
Additional Paid In Capital	1,125,534	1,125,534	1,125,534
Retained Earnings	<u>1,949,589</u>	<u>1,939,687</u>	<u>1,902,806</u>
	3,079,637	3,069,735	3,032,854
Treasury Stock	<u>(390,124)</u>	<u>(390,124)</u>	<u>(390,124)</u>
Total Stockholders Equity	<u>2,689,513</u>	<u>2,679,611</u>	<u>2,642,730</u>
Total Liabilities & Stockholders Equity	<u>\$2,695,429</u>	<u>\$2,690,579</u>	<u>\$2,773,658</u>

Read Accompanying Notes and Accountants' Audit Report.

CLUB ZI, INC.
 TAMPA, FLORIDA
 STATEMENTS OF INCOME
 FOR THE YEARS ENDED DECEMBER 31, 2017
 2016 AND 2015

	2017	2016	2015
Revenues	\$3,887,193	\$4,012,146	\$4,038,499
Cost of Sales	2,590	5,764	6,577
Gross Profit	3,884,603	4,006,382	4,031,922
Operating Expenses			
Personnel Expenses	2,193,946	2,380,711	2,115,318
Consulting Fees	153,399	184,387	156,650
Advertising & Marketing	245,867	255,069	299,883
Bank Service Charges	75,245	74,836	83,287
Computer Expenses	17,526	7,923	131,825
Contract Labor	55,282	43,769	13,301
Depreciation & Amortization	45,080	45,080	8,207
Employee Benefits	68,851	57,344	46,864
Insurance	27,887	34,665	66,751
Leads	137,276	154,225	176,581
Office Expenses	255,102	247,779	267,889
Professional Fees	53,905	94,194	56,257
Rent	177,165	155,383	197,777
Repairs & Maintenance	12,410	608	10,241
Taxes & Licenses	124,912	4,008	102,585
Telephone	82,667	80,532	105,148
Training	23,486	9,600	21,255
Travel	77,189	94,158	104,474
Website Expenses	28,259	21,221	3,573
Total Operating Expenses	3,855,454	3,945,492	3,967,846
Operating Income	29,149	60,890	64,076
Other Income & Expenses			
Territory Restructuring	(17,500)	(17,500)	(1,500)
Settlement Income			
Other Expenses			(8,247)
Net Income Before Taxes	11,649	43,390	54,329
Federal & State Income Taxes	(1,747)	(6,509)	(11,918)
Net Income	\$9,902	\$36,881	\$42,411

Read Accompanying Notes and Accountants' Audit Report.

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CLUB Z!, INC.
TAMPA, FLORIDA
STATEMENTS OF STOCKHOLDERS EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2017
2016 AND 2015

	Common Stock		Additional Paid In Capital	Treasury Stock		Retained Earnings
	Shares	Amount		Shares	Amount	
Balance at December 31, 2014	<u>4,514,218</u>	<u>4,514</u>	<u>1,125,534</u>	<u>513,548</u>	<u>(390,124)</u>	<u>1,860,395</u>
Activity for 2015						
Purchase of Treasury Stock						42,411
Net Loss						
Balance at December 31, 2015	<u>4,514,218</u>	<u>4,514</u>	<u>1,125,534</u>	<u>513,548</u>	<u>(390,124)</u>	<u>1,902,806</u>
Activity for 2016						
Net Income						36,881
Balance at December 31, 2016	<u>4,514,218</u>	<u>4,514</u>	<u>1,125,534</u>	<u>513,548</u>	<u>(390,124)</u>	<u>1,939,687</u>
Activity for 2017						
Net Income						9,902
Balance at December 31, 2017	<u>\$4,514,218</u>	<u>\$4,514</u>	<u>\$1,125,534</u>	<u>\$513,548</u>	<u>(\$390,124)</u>	<u>\$1,949,589</u>

Read Accompanying Notes and Accountants' Audit Report.

CLUB Z!, INC.
TAMPA, FLORIDA
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2017
2016, AND 2015

	2017	2016	2015
Cash Flows from Operating Activities			
Net Income	\$9,902	\$36,881	\$42,411
Adjustments to Reconcile Net Income to Cash			
Depreciation & Amortization	45,080	45,080	8,207
Accounts Receivable	(219,947)	171,480	195,067
Inventory	(902)	(4,091)	(10,173)
Deposits	0	0	2,300
Accounts Payable	(290)	(114,551)	(93,685)
Income Tax Refunds (Due)	(4,762)	(5,409)	(4,909)
Total Cash Flows Provided (Used) by Operating Activities	(170,919)	129,390	139,218
Cash Flows Used by Investing Activities			
Purchase of Property & Equipment	(13,316)	(143,470)	
Purchase of Prospect Database		(70,000)	(8,207)
Total Cash Flows Used by Investing Activities	(13,316)	(213,470)	(8,207)
Net Increase (Decrease) in Cash	(184,235)	(84,080)	131,011
Cash at Beginning of Year	1,380,607	1,464,687	1,333,676
Cash at End of Year	\$1,196,372	\$1,380,607	\$1,464,687

Read Accompanying Notes and Accountants' Audit Report.

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CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017,
2016, AND 2015

NOTE 1 – FORMATION AND OPERATIONS OF THE COMPANY

Club Z!, Inc. (the "Company") was incorporated in June of 1995. Club Z!, Inc.'s principal business is offering franchises under the trade name Club Z! In Home Tutoring for in home, academic tutoring, where certified teachers and professionals are matched with students to provide high quality, one on one instruction and support. The Company also owns copyrights, trademarks, and business plans on other businesses in various stages of development.

The principal shareholder for Club Z!, Inc. is Mark Lucas, owning 2,532,000 shares of the common stock or 63.29% of the total 4,000,700 shares outstanding.

James Murphy, Jr., President and Director, has been with the company since its inception. Mr. Murphy's diversified business background includes serving in executive management, marketing, sales, and distribution for several American corporations. Mark W. Lucas, Founder and CEO, has been with the company since its inception. Mr. Lucas has been involved in the education industry for the past twenty five years. Before that, Mr. Lucas owned and operated a financial consulting and marketing company based in Tampa, Florida.

NOTE 2 – RELATED PARTY TRANSACTIONS

As of December 31, 2017, 2016, and 201, the accounts receivable balances of \$1,316,180, \$1,096,235, and \$1,267,714, includes \$524,129, \$549,407, and \$587,369, of operating expenses that have been advanced to related companies.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The company maintains its accounting records on the accrual basis of accounting, in conformity with generally accepted accounting principles.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017,
2016, AND 2015

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with maturities of three months or less to be cash equivalents. At December 31, 2017, 2016, and 2015, the Company had no cash equivalents.

The Company maintains its cash balances in financial institutions located in Tampa, Florida. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of December 31, 2017, 2016, and 2015, the Company's uninsured cash balances totaled \$770,320, \$923,295, and \$1,014,840, respectively.

Impairment of Long-Lived Assets

The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. There were no impairment losses in 2017, 2016, or 2015.

Inventories

Inventories are stated at actual cost under the FIFO (First In, First Out) method of accounting. The inventory primarily consists of copyrighted publications, educational toys, educational workbooks, training aids, and apparel sold to Club Z franchisees.

Revenue Recognition

Revenue is not recognized until all services, conditions, and obligations have been performed. Franchise sales are recognized when the initial training and training materials have been completed and the franchisee has no right to receive a refund. Continuing royalty fees and sales of educational products and services are recognized as the fees are earned.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017
2016, AND 2015

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition (continued)

All Club Z!, Inc. franchisees contribute 2% of their gross sales to the National Advertising Fund on a monthly basis. The Fund is primarily spent on national pay-per-click advertising in online search engines (such as Google, Yahoo, and MSN), design and maintenance of our website and administrative staff.

Advertising

Advertising and Marketing expenses consist of primarily of national classified newspapers, national magazines, and internet advertising. The company expenses advertising costs as they are incurred.

Income Taxes

For tax reporting purposes, the company's fiscal year end is December 31, and files Federal and State returns as a C Corporation. The tax years ending December 31, 2017, 2016, and 2015, are still open to audit for both Federal and State purposes.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017,
2016, AND 2015

NOTE 4 – FRANCHISE OPERATIONS

Franchises are sold to qualified individuals for a initial fee ranging from \$19,500 to \$44,500, depending upon the size of the territory covered. Franchisees receive a secure territory comprised of no less than 50,000 individuals. The franchise operates a service whereby they act as a "matchmaker" between certified tutors and parents seeking educational assistance for their children. All tutoring is done at the parent's home. Tutors charge between \$30 and \$70 per hour with approximately one half of the fee for the tutor and the other half of the fee as revenue for the franchise. The Franchise Agreement provides for a 6% royalty per month of the gross revenues or \$350, whichever is greater. Accordingly, as a franchisee increases their student "pool" the revenues and their corresponding royalties increase.

With respect to the franchise fees paid to Club Z, the franchisee receives along with the exclusive territory discussed above the following:

- 1) Two (2) days of complete training at the Tampa home office or their place of choosing at no additional charge;
- 2) Club Z provides assistance with recruiting 15-30 qualified tutors interested in providing services in the respective franchisee's territory;
- 3) The right to use the Club Z trademark and name;
- 4) Access to diagnostic tests and other educational materials at favorable prices;
- 5) Camera ready artwork for publications and/or radio and television commercials;
- 6) All legal and business forms.

All of the above is provided to the franchisee on a continuing and as needed basis for the duration of the Franchise Agreement.

Club Z!, Inc. does not currently own any franchises. Franchises are sold by protected territory, and franchise sales may be affected in future periods due to market saturation and the subsequent decreasing amount of territories available for sale.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017,
2016, AND 2015

NOTE 5 – RENTALS UNDER OPERATING LEASES

The Corporation leases its office facility and some office equipment under operating leases. The schedule of the future rental payments required under those leases is as follows:

<u>Year End</u>	
2018	\$ 43,620
2019	-0-
2020	-0-
2021	<u>-0-</u>
	<u>\$ 43,620</u>

NOTE 6 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 26, 2018, the date the financial statements were available to be used.

CLUB Z!, INC.
TAMPA, FLORIDA
FINANCIAL STATEMENTS
DECEMBER 31, 2016
2015, AND 2014

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MEMBERS
AMERICAN INSTITUTE OF CERTIFIED
PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED
PUBLIC ACCOUNTANTS

Independent Auditors' Report

**The Board of Directors
Club ZI, Inc.**

We have audited the accompanying financial statements of Club ZI, Inc. (a State of Florida corporation), which comprise the comparative balance sheets as of December 31, 2016, 2015, and 2014, and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these comparative financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the comparative financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the comparative financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the comparative financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the comparative financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the comparative financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Club Z!, Inc. as of December 31, 2016, 2015, and 2014, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Perez & Company
Certified Public Accountants

March 20, 2017

CLUB Z!, INC.
TAMPA, FLORIDA
BALANCE SHEETS
AS OF DECEMBER 31, 2016
2015 AND 2014

ASSETS	2016	2015	2014
Current Assets			
Cash	\$1,380,607	\$1,464,687	\$1,333,676
Accounts Receivable	1,096,233	1,267,714	1,462,781
Inventory	45,348	41,257	31,084
Total Current Assets	<u>2,522,188</u>	<u>2,773,658</u>	<u>2,827,541</u>
Property & Equipment			
Furniture	110,176	71,276	63,069
Computer Software	51,070		
Equipment	414,852	361,352	361,352
	576,098	432,628	424,421
Less: Accumulated Depreciation	<u>(454,374)</u>	<u>(432,628)</u>	<u>(424,421)</u>
Net Property & Equipment	<u>121,724</u>	<u>0</u>	<u>0</u>
Other Assets			
Prospect Database	70,000		
Less: Accumulated Amortization	<u>(23,333)</u>		
Net Prospect Database	<u>46,667</u>		
Deposits	<u>0</u>	<u>0</u>	<u>2,300</u>
Total Other Assets	<u>46,667</u>	<u>0</u>	<u>2,300</u>
Total Assets	<u>\$2,690,579</u>	<u>\$2,773,658</u>	<u>\$2,829,841</u>
LIABILITIES & STOCKHOLDERS EQUITY			
Current Liabilities			
Accounts Payable	\$4,459	\$119,010	\$212,695
Income Taxes Due	<u>6,509</u>	<u>11,918</u>	<u>16,827</u>
Total Current Liabilities	<u>10,968</u>	<u>130,928</u>	<u>229,522</u>
Stockholders Equity			
Common Stock	4,514	4,514	4,514
Additional Paid In Capital	1,125,534	1,125,534	1,125,534
Retained Earnings	1,939,687	1,902,806	1,860,395
	3,069,735	3,032,854	2,990,443
Treasury Stock	<u>(390,124)</u>	<u>(390,124)</u>	<u>(390,124)</u>
Total Stockholders Equity	<u>2,679,611</u>	<u>2,642,730</u>	<u>2,600,319</u>
Total Liabilities & Stockholders Equity	<u>\$2,690,579</u>	<u>\$2,773,658</u>	<u>\$2,829,841</u>

Read Accompanying Notes and Accountants' Audit Report.

CLUB ZI, INC.
TAMPA, FLORIDA
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2016
2015 AND 2014

	2016	2015	2014
Revenues	\$4,012,146	\$4,038,499	\$3,894,769
Cost of Sales	5,764	6,577	12,321
Gross Profit	4,006,382	4,031,922	3,882,448
Operating Expenses			
Personnel Expenses	2,380,711	2,115,318	2,149,886
Consulting Fees	184,387	156,650	129,432
Advertising & Marketing	255,069	299,883	275,128
Bank Service Charges	74,836	83,287	125,345
Computer Expenses	7,923	131,825	12,686
Contract Labor	43,769	13,301	125,456
Depreciation & Amortization	45,080	8,207	4,580
Employee Benefits	57,344	46,864	36,076
Insurance	34,665	66,751	42,475
Leads	154,225	176,561	154,138
Office Expenses	247,779	267,889	212,261
Professional Fees	94,194	56,257	110,273
Rent	155,383	197,777	105,470
Repairs & Maintenance	608	10,241	1,126
Taxes & Licenses	4,008	102,585	12,929
Telephone	80,532	105,148	43,849
Training	9,600	21,255	12,000
Travel	94,158	104,474	113,935
Website Expenses	21,221	3,573	26,873
Total Operating Expenses	3,945,492	3,967,846	3,693,918
Operating Income	60,890	64,076	188,530
Other Income & Expenses			
Territory Restructuring	(17,500)	(1,500)	(27,300)
Settlement Income			1,000
Other Expenses		(8,247)	
Net Income Before Taxes	43,390	54,329	162,230
Federal & State Income Taxes	(6,509)	(11,918)	(16,827)
Net Income	\$36,881	\$42,411	\$145,403

Read Accompanying Notes and Accountants' Audit Report.

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CLUB Z!, INC.
TAMPA, FLORIDA
STATEMENTS OF STOCKHOLDERS EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2016
2015 AND 2014

	Common Stock		Additional Paid in Capital	Treasury Stock		Retained Earnings
	Shares	Amount		Shares	Amount	
Balance at December 31, 2013	<u>4,514,218</u>	<u>4,514</u>	<u>1,125,534</u>	<u>513,548</u>	<u>(372,624)</u>	<u>1,714,992</u>
Activity for 2014						
Purchase of Treasury Stock					(17,500)	
Net Loss						145,403
Balance at December 31, 2014	<u>4,514,218</u>	<u>4,514</u>	<u>1,125,534</u>	<u>513,548</u>	<u>(390,124)</u>	<u>1,860,395</u>
Activity for 2015						
Purchase of Treasury Stock						
Net Income						42,411
Balance at December 31, 2015	<u>4,514,218</u>	<u>4,514</u>	<u>1,125,534</u>	<u>513,548</u>	<u>(390,124)</u>	<u>1,902,806</u>
Activity for 2016						
Purchase of Treasury Stock						
Net Income						36,881
Balance at December 31, 2016	<u>\$4,514,218</u>	<u>\$4,514</u>	<u>\$1,125,534</u>	<u>\$513,548</u>	<u>(\$390,124)</u>	<u>\$1,939,687</u>

Read Accompanying Notes and Accountants' Audit Report.

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CLUB Z!, INC.
TAMPA, FLORIDA
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2016
2015 AND 2014

	2016	2015	2014
Cash Flows from Operating Activities			
Net Income	\$36,881	\$42,411	\$145,403
Adjustments to Reconcile Net Income to Cash			
Depreciation & Amortization	45,080	8,207	4,580
Accounts Receivable	171,480	195,067	(125,026)
Inventory	(4,091)	(10,173)	(1,084)
Deposits	0	2,300	
Accounts Payable	(114,551)	(93,685)	(78,037)
Income Tax Refunds (Due)	(5,409)	(4,909)	48,889
Total Cash Flows Provided (Used) by Operating Activities	129,390	139,218	(5,275)
Cash Flows Used by Investing Activities			
Purchase of Property & Equipment	(143,470)		
Purchase of Prospect Database	(70,000)	(8,207)	0
Total Cash Flows Used by Investing Activities	(213,470)		
Cash Flows Used by Financing Activities			
Purchase of Treasury Stock	0	0	(17,500)
Net Increase (Decrease) in Cash	(84,080)	131,011	(22,775)
Cash at Beginning of Year	1,464,687	1,333,676	1,356,451
Cash at End of Year	\$1,380,607	\$1,464,687	\$1,333,676

Read Accompanying Notes and Accountants' Audit Report.

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CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016,
2015, AND 2014

NOTE 1 – FORMATION AND OPERATIONS OF THE COMPANY

Club Z!, Inc. (the “Company”) was incorporated in June of 1995. Club Z!, Inc.’s principal business is offering franchises under the trade name Club Z! In Home Tutoring for in home, academic tutoring, where certified teachers and professionals are matched with students to provide high quality, one on one instruction and support. The Company also owns copyrights, trademarks, and business plans on other businesses in various stages of development.

The principal shareholder for Club Z!, Inc. is Mark Lucas, owning 2,532,000 shares of the common stock or 63.29% of the total 4,000,700 shares outstanding.

James Murphy, Jr., President and Director, has been with the company since its inception. Mr. Murphy’s diversified business background includes serving in executive management, marketing, sales, and distribution for several American corporations. Mark W. Lucas, Founder and CEO, has been with the company since its inception. Mr. Lucas has been involved in the education industry for the past twenty five years. Before that, Mr. Lucas owned and operated a financial consulting and marketing company based in Tampa, Florida.

NOTE 2 – RELATED PARTY TRANSACTIONS

As of December 31, 2016, 2015, and 2014, the accounts receivable balances of \$1,096,235, \$1,267,714, and \$1,462,781, includes \$549,407, \$587,369, and \$393,276 of operating expenses that have been advanced to related companies.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The company maintains its accounting records on the accrual basis of accounting, in conformity with generally accepted accounting principles.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016,
2015, AND 2014

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid investments purchased with maturities of three months or less to be cash equivalents. At December 31, 2016, 2015, and 2014, the Company had no cash equivalents.

The Company maintains its cash balances in financial institutions located in Tampa, Florida. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of December 31, 2016, 2015, and 2014, the Company's uninsured cash balances totaled \$923,295, \$1,014,840, and \$583,676, respectively.

Impairment of Long-Lived Assets

The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. There were no impairment losses in 2016, 2015, or 2014.

Inventories

Inventories are stated at actual cost under the FIFO (First In, First Out) method of accounting. The inventory primarily consists of copyrighted publications, educational toys, educational workbooks, training aids, and apparel sold to Club Z franchisees.

Revenue Recognition

Revenue is not recognized until all services, conditions, and obligations have been performed. Franchise sales are recognized when the initial training and training materials have been completed and the franchisee has no right to receive a refund. Continuing royalty fees and sales of educational products and services are recognized as the fees are earned.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016
2015, AND 2014

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition (continued)

All Club Z!, Inc. franchisees contribute 2% of their gross sales to the National Advertising Fund on a monthly basis. The Fund is primarily spent on national pay-per-click advertising in online search engines (such as Google, Yahoo, and MSN), design and maintenance of our website and administrative staff.

Advertising

Advertising and Marketing expenses consist of primarily of national classified newspapers, national magazines, and internet advertising. The company expenses advertising costs as they are incurred.

Income Taxes

For tax reporting purposes, the company's fiscal year end is December 31, and files Federal and State returns as a C Corporation. The tax years ending December 31, 2016, 2015, and 2014, are still open to audit for both Federal and State purposes.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016,
2015, AND 2014

NOTE 4 – FRANCHISE OPERATIONS

Franchises are sold to qualified individuals for a initial fee ranging from \$19,500 to \$44,500, depending upon the size of the territory covered. Franchisees receive a secure territory comprised of no less than 50,000 individuals. The franchise operates a service whereby they act as a "matchmaker" between certified tutors and parents seeking educational assistance for their children. All tutoring is done at the parent's home. Tutors charge between \$30 and \$70 per hour with approximately one half of the fee for the tutor and the other half of the fee as revenue for the franchise. The Franchise Agreement provides for a 6% royalty per month of the gross revenues or \$350, whichever is greater. Accordingly, as a franchisee increases their student "pool" the revenues and their corresponding royalties increase.

With respect to the franchise fees paid to Club Z, the franchisee receives along with the exclusive territory discussed above the following:

- 1) Two (2) days of complete training at the Tampa home office or their place of choosing at no additional charge;
- 2) Club Z provides assistance with recruiting 15-30 qualified tutors interested in providing services in the respective franchisee's territory;
- 3) The right to use the Club Z trademark and name;
- 4) Access to diagnostic tests and other educational materials at favorable prices;
- 5) Camera ready artwork for publications and/or radio and television commercials;
- 6) All legal and business forms.

All of the above is provided to the franchisee on a continuing and as needed basis for the duration of the Franchise Agreement.

Club Z!, Inc. does not currently own any franchises. Franchises are sold by protected territory, and franchise sales may be affected in future periods due to market saturation and the subsequent decreasing amount of territories available for sale.

CLUB Z!, INC.
TAMPA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016,
2015, AND 2014

NOTE 5 – RENTALS UNDER OPERATING LEASES

The Corporation leases its office facility and some office equipment under operating leases. The schedule of the future rental payments required under those leases is as follows:

<u>Year End</u>	
2017	\$ 148,845
2018	43,620
2019	-0-
2020	-0-
2021	<u>-0-</u>
	<u>\$ 337,515</u>

NOTE 6 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 20, 2017, the date the financial statements were available to be used.

EXHIBIT C TO THE DISCLOSURE DOCUMENT

**FORM OF
FRANCHISE AGREEMENT**

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FRANCHISE AGREEMENT

This Area Director Franchise Agreement (this “**Agreement**”) is entered into as of the ____ day of _____, 20__ between:

Club Z!, INC.
17425 Bridge Hill Court
Suite 200
Tampa, Florida 33647

(“**We**,” “**Us**,” “**Our**,” or “**Club Z!**”)

and

AREA DIRECTOR FRANCHISEE:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SS#: _____ Telephone: _____

(“**You**,” “**Your**,” “**Area Director**” or “**Franchisee**”)

1. GRANT OF AREA DIRECTOR FRANCHISE, INITIAL PAYMENTS, AND ~~PROTECTED~~ TERRITORY.

(a) Subject to the terms and conditions of this Agreement, we grant you a license and appoint you as an authorized Area Director to offer Club Z!® tutoring services and related merchandise as well as new products and services as they become available to us. Upon the execution of this Agreement, you agree to pay us the initial Franchise Fee ~~(the “Franchise Fee”)~~ set forth on Exhibit “A” for the purchase of the Area Director Franchise (“Franchise” or “Franchised Business”) which includes the Franchise Package described in Exhibit “B”. ~~The territory described in Exhibit “A” will be your protected territory (the “Territory”). Club Z! agrees not to put another Area Director in your Territory provided you are current with your obligations set forth in this Agreement.~~

(b) The ~~f~~Franchise is granted for a specific protected territory (“Territory”) as set forth in Exhibit “A”. We shall not, during the term of this Agreement, so long as you are not in default hereunder or under any other agreement ancillary hereto, operate ourselves or grant to any other person a Club Z! franchise within the Territory nor shall we modify the Territory without your prior written permission unless you are in default of the terms of this Agreement ~~(including, without limitation, your failure to make payment of the Royalties or Minimum Royalties as hereinafter required). Except when advertising cooperatively with other Club Z!® area directors, you are not permitted to advertise, market, promote or solicit services anywhere outside of your Territory without our written permission.~~ You are ~~also~~ not permitted to perform services at any location or home that is situated outside of your Territory without our written permission. Permission will not be unreasonably withheld. If we grant you permission, you must enter into a written agreement with us which addresses specific terms, and pay us the applicable Royalty/Support Fee for service conducted outside of your protected territory, as

set forth on Rider “A”. If you service a client outside of your protected Territory, without our written permission, you agree to forfeit all of your gross sales for that client to us or our designee.

(c) Other than your right to operate your Club Z!® Business within your Territory, we do not grant you any territorial or other rights whatsoever. We may establish other Club Z!® businesses (franchised or owned by us) anywhere outside of your Territory.

(d) **Rights We Retain:** Nevertheless, we retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

(i) solicit prospective franchisees and grant franchises or other rights to operate CLUBlub Z!® businesses through national or regional advertising, trade shows or conventions or through e-commerce or similar means (franchises will not be granted to operate within your Territory);

(ii) sell and provide the products and services authorized for sale by CLUBlub Z!® businesses under the Marks or other trade names, trademarks, service marks and commercial symbols through dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Territory and pursuant to such terms and conditions as we consider appropriate ("Club Z! Services or Products");

(iii) solicit prospective franchisees for, and own and operate, businesses and CLUBlub Z!® businesses of any other kind or nature, anywhere;

(iv) conduct services through any government program ("Program"). ~~You cannot conduct services related to or through a Program without our written permission, which will not be unreasonably withheld.~~ If we grant you permission to participate in a Program, which will not be unreasonably withheld, you must enter into a written agreement with us which addresses specific terms, policies and procedures related to participation ~~in the program~~ and pay us the then current Program royalty fee; and

(v) conduct or assign any Club Z!® business within your Territory that you refuse to perform, you are unable to perform or while you are in default of your Franchise Agreement.

2. PAYMENT FOR FRANCHISE.

You will pay the ~~full~~Initial Franchise Fee by: (i) ~~certified or cashier's~~ check; (ii) wire transfer; or (iii) Mastercard or Visa credit card. ~~such other method of payment mutually agreed upon by both of us.~~ It is due on signing and is not refundable. Payments by check must be made payable to Club Z!, Inc.;

3. SHIPMENTS.

We will endeavor to deliver the Franchise Package, as set forth in Exhibit “B”, in a timely manner, within a maximum of thirty (30) business days.

4. INITIAL AND ONGOING TRAINING.

Within thirty (30) days of your signing this Agreement, we will train you and up to two (2) additional people at our corporate location for approximately two (2) days with our approved trainer ("the Initial Training"). ~~Training must be completed within one hundred eighty (180) days of the date of this Agreement.~~ Any person attending training is required to execute our then current confidentiality agreement if they are not a party to this Agreement. ~~You must attend and successfully complete the initial training program that we provide to area directors (the "Initial Training").~~ We may extend the Initial Training for you if you fail to successfully complete the program but you must attend and successfully complete the Initial Training within one hundred and eighty (180) days of the date of this Agreement. You may not open your business until you have completed training. Club Z!® training is included in your Franchise Fee, but you must pay travel and living expenses. We also make available our ~~computerized live one-on-one~~ on-line training for you if you are unable to attend our classroom training. We offer ~~our area directors~~ unlimited phone support available during normal business hours. ~~Each week for the first ninety (90) days after you begin operating your Club Z!® Business, you should telephone the corporate office, so we can discuss any operational problems and offer you solutions.~~ We will hold ~~mandatory~~ conferences, either telephonically or electronically, to discuss sales techniques, bookkeeping, performance standards, advertising programs and other topics we feel may be appropriate. ~~You, or your approved designee, must attend all mandatory conferences.~~ These conferences set forth important information, including but not limited to, changes in System Standards which are mandatory to remain in compliance with this Agreement. From time to time we may host in-person conferences and you will be required to pay the then current participation fee, not to exceed Two Hundred Ninety Five Dollars (\$295) per person; however, your attendance is optional.

5. ONGOING FEES.

(a) **Royalty/Support Fee.** You agree to pay us a Royalty/Support Fee as shown on Exhibit "A," which is based on Gross Sales for the month. Gross Sales shall mean the gross receipts of every kind and nature for sales of all products and services made in, upon, from or through operation of the Franchised Business, and income of every other kind and nature related to the Franchised Business, whether for products, services, exchange, credit, cash, or check regardless whether such sale is conducted in compliance with or in violation of the terms of this Agreement. Gross Sales shall not include the amount of refunds, tax collections, or allowances or discounts to customers, ~~including discounts attributable to coupon sales.~~ This Royalty/Support Fee shall begin thirty (30) days after completion of training and shall continue through the term of this Agreement. Royalty/Support Fees are due on or before the ~~fifth-tenth~~ (5th) day of the next calendar month, based on the preceding month's Gross Sales. You agree to provide authorization for your credit card to be automatically charged by us for your monthly Royalty/Support Fee minimum, should you fail to submit payment by the tenth (10th) of the month. If your amount due exceeds your ~~royalty~~ minimum, you will be required to submit the balance due immediately. If payment is not received ~~by the tenth (10th) of the month~~ by the due date outlined above, and/or the credit card you provided is declined and not replaced within forty-eight (48) hours of notice, you will be subject to a late fee of One Hundred Dollars (\$100.00) immediately plus 1.67%, or the maximum rate permitted by state law if less, of the amount due for each day after the due date.

(b) **Advertising Fund.** You agree to pay to us an advertising contribution equal to two percent (2%) of your Gross Sales or Fifty Dollars (\$50.00) a month, whichever is greater. The advertising contribution will go into a separate account and be used for regional or national advertising programs for the benefit of Club Z!® businesses as we see fit. We receive reimbursement from the Fund for our advertising related administrative costs, indirect expenses and subsidizing costs. Your advertising

contribution shall begin thirty (30) days after completion of training and shall continue through the term of this Agreement. Advertising fees are due on or before the ~~fifth-tenth~~ (\$10th) day of the next calendar month, based on the preceding month's receipts. You agree to provide authorization for your credit card to be automatically charged by us for your monthly advertising fund minimum, should you fail to submit payment by the tenth (10th) of the month. If your amount due exceeds your minimum, you will be required to submit the balance due immediately. If payment is not received by the due date outlined above, and/or the credit card you provided is declined and not replaced within forty-eight (48) hours of notice, you will be subject to a late fee of One Hundred Dollars (\$100.00) immediately plus 1.67%, or the maximum rate permitted by state law if less, of the amount due for each day after the due date.

(c) Local Advertising

- i) ***Grand Opening Advertising.*** You will pay to us ~~Two-One~~ Thousand Dollars (~~\$21,000.00~~) within fifteen (15) days after you sign the ~~is-Franchise Agreement via credit card or automatic debit for the implementation of an for~~ your official grand opening program. ~~This amount may be increased for larger territories. We will provide you with various marketing and advertising services and a campaign to be conducted within three (3) months of signing this Agreement. These services are only offered as a bundle, and may not be purchased separately or pro-rated based on usage. Similar services or products may be substituted and/or replaced at any time, and at our sole discretion. Initial acknowledgement and agreement to this requirement. _____ (Initials).~~
- ii) ***Initial ~~Twelve-Four~~ (124) Month Launch Advertising.*** Beginning thirty (30) days from the date of this Agreement, during your first four (4) months of business, One Thousand ~~Five Hundred~~ Dollars (\$1,500) must be paid directly to us each month for initial launch advertising and marketing services which we will execute on your behalf for your territory. ~~Beginning with month five (5) and continuing through month twelve (12), One Thousand Dollars (\$1,000) must be paid to us each month for these services.~~ You agree to provide authorization for your credit card to be automatically charged by us on the first (1st) day of each month during this ~~twelve-four~~ (124) month period.
- iii) ***Recommended Ongoing Local Advertising.*** We recommend you spend a minimum of One Thousand Dollars (\$1,000.00) every month on approved local paid advertising within your Territory. ~~as defined in Exhibit "A". For territories with over 50,000 population, we recommend spending an additional Five Hundred Dollars (\$500.00) every month on approved local paid advertising for every additional 50,000 population within your Territory.~~

(d) **Club Z! Business Package.** Beginning thirty (30) days from the date of this Agreement, during your first twenty-four (24) months of business, Two Hundred Fifty Dollars (\$250.00) must be paid directly to us each month for services which we will execute on your behalf, including ~~cold calling~~ call center services/appointment setting services, cold calling potential business partners on your behalf, live chat services, ~~Sales Support Center services,~~ and a customized Website (your "Sitelet"). The monthly CLUB Z! Business Package expenditure paid directly to us will increase to Three Hundred Dollars (\$300.00) per month at the beginning of your third (3rd) year of business, ~~then increase to Three Hundred Fifty Dollars (\$350.00) per month beginning in your fifth (5th) year of business and continue through the remainder of the term of your Franchise Agreement.~~ You agree to provide authorization for your credit card to be automatically charged by us on the first (1st) day of each month for the Club Z! Business Package. ~~We reserve the right to require you to use different software to operate your Franchised Business, which may change over time. We will provide you with at least ninety (90) days' notice of any change to your required software. Initial acknowledgement and agreement to this requirement.~~ _____ (Initials).

(e) **Software Fees, Business Telephone Number, Web Hosting and Email Account.** ~~During the term of this Agreement, w~~ We will provide and you will utilize our proprietary management and scheduling software and a local business telephone number. We will also provide you with web hosting and an Email Account. You will be charged ~~Fifty-Seven-Five Dollars (\$5075.00)~~ Fifty-Seven-Five Dollars (\$575.00) per month for these services and shall be paid on the first (1st) day of each month by automatic debit to your credit card. ~~This fee shall begin thirty (30) days from the date of this Agreement and shall continue through the term of this Agreement. Upon your request, we will provide additional email accounts for an annual fee of One Hundred Twenty Dollars (\$120) per account.~~ You agree to provide authorization for your credit card to be automatically charged by us on the first (1st) day of each month for the services. We reserve the right to require you to use different software to operate your Franchised Business, which may change over time. We will provide you with at least ninety (90) days' notice of any change to your required software. ~~Initial acknowledgement and agreement to this requirement.~~ _____ (Initials).

6. YOUR OBLIGATIONS.

(a) You may not open the CLUB-lub Z!® Business for business until: ~~(1) your pre-opening training has been completed to our satisfaction; (2) the initial Franchise Fee and all other amounts then due to us have been paid in full, and (3) and~~ you submit proof of insurance in the amounts stated in subsection (h) below.

(b) You may advertise in such a manner as may be agreed upon by both of us. Subject to our written consent, you may use the trademarks in such advertising and in all ~~other sales literature and~~ promotions. You agree that you will make no representations, ~~or warranties, or claims~~ which tend to misrepresent or falsify ~~the specifications, qualities or uses of the~~ CLUB Z! Services or Products.

(c) Except when advertising cooperatively with other CLUBlub Z!® area directors, you are not permitted to advertise, market, promote or solicit services anywhere outside of your Territory without written permission from us. You agree that if you become involved in an advertising cooperative that we have no responsibility or liability to you with regard to such cooperative. You may operate your CLUBlub Z!® business office from a commercial site within your Territory, however you are not permitted to perform any customer services from your business office or any retail or commercial site without our written permission, which we can withhold at our sole discretion. ~~You are also not permitted to operate a business office or perform services at any location that is~~

~~situated outside of your Territory without written permission from us.~~ You must acquire a virtual address within your protected territory to use for internet and social media advertising and marketing.

(d) You agree that you shall comply in all respects with all laws, rules and regulations of every governmental authority applicable to your Business.

(e) You acknowledge and agree that no fees or compensation for services are required to be paid by us to you under this Agreement.

(f) We reserve the right to modify any one or more of the Club Z! Services or Products ~~or Services, including the substitution of to substitute~~ modified ~~goods or services or products, in lieu of any one or more of the Products or Services,~~ and to add new ~~goods or services or products to the Products or Services.~~ We will give you as much notice as possible if we or the manufacturer decides to discontinue any Club Z! Service or Product ~~or Service~~ after such decision is made where no other source of comparable items is reasonably available. We are not required to purchase or exchange any of your inventory except in accordance with our defective merchandise policy.

(g) You must inspect the Club Z! Services or Products ~~merchandise~~ immediately upon receipt, and promptly notify us in writing of any evident defects. You will be deemed to accept the Club Z! Services and Products ~~merchandise~~ if you do not notify us of any defect within ten (10) business days after your receipt. We will pay reasonable return transportation costs if you receive Club Z! Services or Products for which you ~~defective merchandise from us and~~ timely notify us.

(h) You will, upon commencement of the Franchise, purchase and at all times maintain at full force and effect: general liability insurance and professional liability coverage insurance in the amounts of not less than ~~One (1) million~~ dollars (\$1,000,000.00) for each, naming us as an additional insured.

(i) You will defend at your own expense and indemnify and hold us ~~and the manufacturer and others in the distribution process~~ harmless from and against all losses, liabilities, damages, claims and causes of action (including attorneys' fees and other costs) arising or alleged to be arising from your failure to abide by any Federal, state, and/or local laws or regulations relating to your Franchised Business including the sale of Club Z! Services or Products, or arising or alleged to be arising from your negligent acts, or omissions or the acts or omissions of your representatives, contractors, and agents. ~~As between us and you, you are solely responsible for the safety and well being of your employees and the customers of the franchise business.~~

(j) You promise that you will not, in any manner, interfere with, disparage, disturb, disrupt, or jeopardize the Club Z! System or its services or products, your Club Z! Business, our Business, any officers or employees of ours, or any business of our other area directors or customers.

(k) You shall adhere to all Club Z! System Standards, policies and procedures for current franchises. In addition, you shall adhere to any changes in the aforementioned System Standards, policies and procedures as may be updated through "Field Bulletins" from time to time.

(l) We will provide you a customized Club Z! Website for your Franchised Business. You shall not establish or operate a web site on the Internet using any domain name containing the words Club Z! .com, .net, .biz, .org or any variation thereof, without our prior written permission. You must also not create, maintain or operate any blogs, Internet web sites or other online activities advertising, promoting or discussing the services of the CLUB Z!® Business, any competitive business or any tutoring or tutoring-related business, including the sending of bulk e-mail or facsimiles, other than in

accordance with our Manuals or as we otherwise specify in writing. You shall, within forty-eight (48) hours of a demand to do so by us, dismantle and/or deactivate any web sites, web pages, blogs, frames and/or links between your web pages and any other web sites or violating domains, or any other items appearing on the Internet or elsewhere in violation of our policies and procedures.

(m) You will receive a virtual telephone number from Club Z! that will serve as your official Club Z! telephone number to be used exclusively for advertising and marketing to the public. ~~You may forward the virtual telephone number to the Sales Support Center or to another telephone line of your choosing. You must maintain at all times an active dedicated telephone line in connection with the operation of your CLUB Z!® Business. In accordance with our Manuals or as we otherwise specify in writing, you agree to utilize our corporate sales support center, or another live answering service of your choosing, to answer your telephone line when unattended.~~

~~(m)(n)~~ You agree that you (including your owners) shall not, during the Term of this Agreement or any renewal or extension thereof, become associated in any manner with any business which is the same or similar to the Franchised Business or that is in competition with us or any of our franchisees.

7. OPERATION AND SYSTEM STANDARDS

(a) **Marks.** We own certain trademarks, service marks, trade names and trade symbols, trade dress, indicia of origin, signs, slogans, associated logos, designs, emblems and URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like and copyrights ("the Marks"), the distinctiveness and value of which you acknowledge.

(b) **Manual.** We will loan you, during the Term (defined hereafter in Section 9), one (1) copy of our manuals (Franchisee Manual, Marketing Plan, and QuickBooks User Guide) (the "**Manuals**"), ~~consisting of such materials (including, as applicable, audiotapes, videotapes, computer software and written materials) that we generally furnish to area directors from time to time~~ for use in operating a Club Z!® business~~es~~. The Manuals contain mandatory and suggested specifications, standards, trade secrets, methods, operating procedures, techniques, directives, the Marks, information and rules ("**System Standards**") that we prescribe from time to time for the operation of a Club Z!® business and information relating to your other obligations under this Agreement and any related agreements. Any required standards exist to protect our interests in the System and Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. You agree to follow all mandatory~~the~~ standards, specifications and operating procedures ~~we establish periodically for the Club Z!® System that are~~ described in the Manuals. ~~You also must comply with all updates and amendments to the Club Z!® System as described in newsletters or notices we distribute, including via computer systems. You acknowledge and agree that your entire knowledge of the operation of a tutoring business including, without limitation, the contents of the Manuals is derived from information disclosed to you by Club Z! and that such Manuals and such other information is confidential and a trade secret of Club Z!.~~ You agree to maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. For purposes of this Agreement, all information, knowledge and know-how not known to the public about Club Z! and our products, services, standards, procedures, techniques and other information or material as we may designate as confidential will be deemed confidential and a trade secret of Club Z! ("Confidential Information"). You agree that you shall not use the Manuals and/or any other confidential information, knowledge, and/or know-how disclosed to you by Club Z! in any other business or for any other pursuit or in any manner not specifically authorized or approved in writing by Club Z!. The Manuals may be modified, updated and revised from time to time to reflect changes in System Standards. We may distribute

updates and changes electronically. You agree to keep your copy of the Manuals current and in a secure location. In the event of a dispute relating to its contents, the master copy of the Manuals we maintain at our principal office will be controlling. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals. ~~If your copy of the Manuals is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then applicable charge.~~

The provisions of this sub-section 7(b) shall survive any termination, transfer, or expiration of this Agreement.

~~(c) — **System Standards.** You acknowledge and agree that your operation and maintenance of the Club Z!® Business in accordance with System Standards are essential to preserve the goodwill of the Marks and all Club Z!® businesses. Therefore, at all times during the Term, you agree to operate and maintain your Club Z!® Business in accordance with each and every System Standard, as we periodically modify and supplement them during the Term. System Standards may regulate any one or more of the following with respect to the Club Z!® Business:~~

- ~~i) — required or authorized products and services;~~
- ~~ii) — designated or approved suppliers (which may be limited to or include us) of any products or services;~~
- ~~iii) — sales, marketing, advertising and promotional programs and materials and media used in such programs;~~
- ~~iv) — use and display of the Marks;~~
- ~~v) — communication to us of the identities of the Club Z!® Business' personnel; and qualifications, training, dress and appearance of employees;~~
- ~~vi) — participation in market research and testing and product and service development programs;~~
- ~~vii) — bookkeeping, accounting, data processing and record keeping systems and requirements, including software, and forms; methods, formats, content and frequency of reports to us of sales, revenue, financial performance and condition and audits;~~
- ~~viii) — complying with applicable laws; obtaining required licenses and permits; adhering to good business practices; observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and notifying us if any action, suit or proceeding is commenced against you or the Club Z!® Business; and~~
- ~~ix) — regulation of such other aspects of the operation and maintenance of the Club Z!® Business that we determine from time to time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and Club Z!® Business.~~

~~—(d) — **Optional Services.** You acknowledge and agree that our Sales Support Center is a separate, optional service that you may choose to use or not. Participation requires that you sign and abide by our current terms of service agreement.~~

8. COVENANTS.

You must at all times faithfully, honestly and diligently perform your obligations under this Agreement, continuously exert your best efforts to operate your CLUBlub Z!® Business and to promote, enhance and encourage patronage of all Club Z! businesses and not engage in any other business or activity that conflicts with your obligations to operate the CLUBlub Z!® Business in compliance with this Agreement. You (or your owners/managers) are obligated to participate personally in the direct operation of the CLUBlub Z!® Business. If you hire a manager, that person cannot have an interest or business relationship with any of Club Z!®'s business competitors. The manager need not have an ownership interest in you. The manager must successfully complete our required training.~~If the manager does not attend Initial Training, the manager is required to attend and complete our computerized on-line training program to our satisfaction, within thirty (30) days of hire and must. You must have any and all persons employed by or hired by you who will have access to confidential information~~ sign our standard written agreement to maintain confidentiality of our proprietary rights and confidential information prior to the release of any such confidential information. ~~All signed confidentiality agreements must be submitted to us within forty eight (48) hours of hire and before you release any confidential information to the signatory.~~

~~It is hereby expressly understood between the parties that you, your assignees, and your employees, servants or agents, will become privy to the proprietary rights, trademarks, trade secrets, business skills, techniques and other confidential information developed and utilized by us (hereafter referred to as Proprietary Rights) and, therefore, you agree that you shall have each of them sign a written agreement (acceptable to us) to maintain confidentiality of our proprietary and related rights. Further, as a result of this exposure to our proprietary and related rights, you agree that you (including your owners, shareholders, officers, directors, members, principals, or partners) shall not during the Term of this Agreement or any renewal thereof become associated with any business which is the same, or similar to the Club Z!® business or in competition with us or our area directors.~~

9. AGREEMENT TERM AND RENEWAL.

The initial term (the "Term") of this Agreement shall be for a period of seven (7) years, commencing on the date of the Agreement. This Agreement is renewable for successive periods of seven (7) years as long as you have complied in all material respects with the provisions of this Agreement during the Initial and any Renewal Term.~~, including the timely payment of all fees, and you are not in default under any other agreement between you and us or any of our affiliate.~~ To renew you must sign the then current franchise agreement used for area director franchisees at that time, sign a general release of any and all claims you may have against us and pay the renewal fee of Two Hundred and Fifty Dollars (\$250.00) that must be paid to us prior to ~~consummation of~~ renewal. Also, you (or a manager of yours approved by us) must satisfactorily complete any new training and refresher programs as we may reasonably require, at no additional cost.

10. REPORTS.

The Manuals specify the monthly reports (currently New Student Enrollment Form, Monthly Revenue Report and Monthly Advertising Report) and all payments due to us that you must submit to us by their due dates in order for your Franchise to be in good standing. ~~In addition, you must provide to us, in the method and form we specify, copies of your monthly bank statements from your Club Z!® Business bank account into our reporting system each month. Additional weekly reporting is required during your first year of franchise operations.~~

~~11. SERVICING UNPROTECTED TERRITORY~~

~~—— We may under certain circumstances allow you to provide services to customers outside of your Protected Territory which will require you to sign and abide by our Rider governing such services.~~

~~12. USE OF LIKENESS~~

~~—— You grant us the right to freely use, without your consent, any pictures or biographical material relating to you or your CLUB Z!® Business for use in promotional literature or in any other way beneficial to our System as a whole. You will cooperate in securing photographs, including obtaining consents from any persons appearing in photographs. If we publish anything you feel reflects unfairly or inaccurately on you or your CLUB Z!® Business, we will take all reasonable steps in our power to retract the material.~~

131. DEFAULTS AND TERMINATION

(a) Default with No Opportunity to Cure. You shall be deemed to be in default and we may, at our option, terminate this Agreement immediately upon delivery of notice to you and without affording you any opportunity to cure the default if any of the following events occur:

- i) you knowingly maintain false books or records or submit any false statements or reports to us
- ii) you understate by five percent (5%) or more your Gross Sales in any report to us.
- iii) you are convicted of a felony or any crime or offense or any claim of misconduct which results in or is reasonably likely, in our sole opinion, to affect adversely the CLUBlub Z!® System or its associated goodwill.
- iv) you misuse our Marks, confidential information and/or Proprietary Rights.
- v) you transfer your Business without our permission.
- vi) you disparage, interfere with or disrupt our business or the business of any area director.
- vii) you abandon or cease to operate your CLUBlub Z!® Business for a period of sixty (60) days without our prior written permission.
- viii) you violate any covenant of confidentiality or otherwise disclose, use or copy any manuals, materials or information created or used by us without our prior approval or violate any applicable non-compete.
- ix) you engage in any act(s) that is so dishonest, untrustworthy, self-dealing, and/or fraudulent, that it goes to the essence of the Franchise Agreement and/or frustrates one of the principal purposes of the Franchise Agreement and/or irreparably damages the trust between us.
- x) you become insolvent or make a general assignment for the benefit of creditors, or, unless otherwise prohibited by law, if you file a petition in

bankruptcy, or a petition is filed against and consented to by you or not dismissed within 30 days, or if a ~~bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part of your assets or property, is appointed; or you admit that you are unable to pay your obligations as they become due~~ or if a final judgment in excess of Five Thousand Dollar (\$5,000.00) remains unsatisfied ~~or of record~~ for 60 days ~~unless stayed or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of the judgment in the relevant jurisdiction).~~

- (xi) you fail, for thirty (30) days after notice, to comply with any applicable law or regulation applicable to your Club Z![®] Business.

(b) Default with Thirty (30) Day Opportunity to Cure. Except as provided in Section (a) above, you will have thirty (30) days from delivery of a written Notice of Default to remedy the default described in the notice. If any such default is not cured within that time, or such longer period as applicable law may require, we have the option of terminating this Agreement without any further notice to you upon the expiration of the applicable cure period. You shall be in default for any failure to comply substantially with any of the requirements imposed by this Agreement or our Manuals or for any failure to carry out the terms of this Agreement in good faith. Such defaults shall include, but are not limited to:

- (i) your failure to pay promptly any monies owing to us ~~or provide required reports, our affiliates, your suppliers or any of your lenders when due, or to submit the financial information or other reports required by us, including monies and reports due for clients serviced outside of your protected Territory.~~
- (ii) your offer of any unauthorized products or services.
- (iii) your failure to begin operation of your ~~CLUB~~lub Z![®] Business within the time required.
- (iv) you or your designated manager fail to complete to our reasonable satisfaction any of the training required within one hundred eighty (180) days of signing this Agreement.
- (v) your material breach of any representation, promise, warranty, or agreement contained in this Agreement.
- (vi) your failure to comply with the Club Z! System Standards ~~or Policies/~~
~~Procedures.~~

(c) Our failure to exercise our right of immediate termination shall not constitute a waiver of such right or any other right that we may have to terminate this Agreement in the future.

(d) Upon the occurrence of any event of default, we may, ~~at our option, and without waiving our rights in this Agreement or any other rights available at law or in equity, including our rights to damages,~~ suspend the services and products we provide to you while you are in default. ~~In~~

addition we retain the right to conduct or assign any CLUB Z!® business within your Territory while you are in default of your Franchise Agreement.

~~(e) — You may submit a request to terminate this Franchise Agreement at any time, with twelve (12) months written notice, and be relieved of any and all obligations under this Agreement except as provided under Section 14. You must be in good standing and in full compliance with this Agreement at the time you submit your request. If you request to provide less than twelve (12) months written notice, you will be required to pay an early termination fee at the time you submit your request, equivalent to twelve (12) months of your minimum Royalty, Advertising Fund and Support fees. The early termination fee only applies if you choose not to sell your business. Your request for early termination will be granted upon your full compliance with Section 14 and you sign our general release.~~

142. TRANSACTIONS AFTER TERMINATION, TRANSFER, OR EXPIRATION.

Upon termination, transfer, or expiration of this Agreement, all rights granted hereunder to you shall forthwith terminate, and you shall immediately cease to operate the Franchised Business under this Agreement and shall not thereafter, directly or indirectly, represent yourself to the public or hold yourself out as a present or former area director or franchisee of Club Z!, with the exception of your accurate disclosure in your résumé. ~~You also may not offer tutoring services or related products to the past or current customers of any CLUB Z!® business or franchise for a period of two (2) years.~~ Termination, transfer, or expiration of the Agreement shall not release you from any obligation to pay any sum which may then be owed to us and you must comply with the following provisions:

(a) **Name Cancellation:** You must immediately cancel all fictitious, assumed name or equivalent registrations relating to your use of any of our marks.

(b) **Manuals and Materials:** You must immediately (within seven (7) days) turn over and return to us any and all originals and copies of the Manuals, customer lists, ~~rolodexes~~, records, files, ~~instructions, correspondence, brochures, computer software, computer CDs, DVDs or diskettes~~ and any and all Confidential Information in your possession, custody or control or relating to the operation of the CLUB Z!® Business and any and all supplies and materials containing the Marks. ~~The only documents that you shall retain are your copy of this Agreement, any correspondence between you and us, and any other documents that you reasonably need for compliance with any provision of law.~~

(c) **Confidential Information:** You, and if you are a business entity, your officers, directors, members or partners ~~your officers, directors, members or partners~~ agree that upon termination, transfer, or expiration of this Agreement, you will immediately cease to use any of the ~~e~~Confidential ~~i~~nformation and will not use it in any business or for any other pursuit.

(d) **Competitive Restrictions ~~(After Termination, Transfer or Expiration)~~:** You, and if you are a business entity, your officers, directors, members or partners agree that for a period of two (2) years from termination, transfer, or expiration of your Club Z!® Franchise under this Agreement, you will not provide Club Z! Services or Products or similar services or products to any past or current customers of your Franchised Business or that of any other Club Z! business or franchise. ~~—(i) be involved in a similar type of business that markets, promotes or provides services in your Territory or any territory that we have awarded to any other Club Z!® area director or within any zip codes or school districts in which you provided services while a Club Z! area director; and/or (ii) divert or attempt to divert, directly or indirectly, any business, business opportunity or client of your Club Z!® Business(s) or those of any other Club Z!® businesses to any competitor; and/or (iii) be involved in~~

~~any way whatsoever in a business that owns or offers franchises or licenses in a business that provides tutoring services or any similar type business. The restrictive period shall be for a continuous uninterrupted period commencing upon the effective date of expiration or termination of this Agreement or the date that you begin to comply, whichever is later, and for two (2) years thereafter. If this covenant is found to exceed in duration or scope that permitted by applicable law, the parties expressly agree that this covenant may be modified to reflect a lawful and enforceable duration or scope.-~~

~~(e) — **Telephone Transfer:** You agree that upon termination, transfer, or expiration of this Agreement, you will immediately assign to Club Z! any interest that you may have in the telephone number, including cellular telephones, and telephone listing used by you in advertising in connection with the operation of the Club Z!® Business. You shall promptly transfer all telephone calls by call-forwarding to Club Z! or to such other party or entity as we shall direct; to execute any such instruments and take such actions as we may deem necessary to affect such transfer and call forwarding of telephone calls. You will be responsible for payment in full of all amounts due and owing in connection with your telephone numbers and telephone directory listing accounts through the date of termination, expiration, or transfer of the Franchised Business. You must pay all outstanding and/or ongoing obligations for advertising accounts associated with telephone numbers, directory listings, internet advertising, etc. for your CLUB Z! Franchised Business. You acknowledge that this Agreement shall be conclusive evidence of Club Z!'s rights to such telephone numbers and directory listings and its authority to direct this transfer.~~

~~(fe) **Remove advertising and notify advertisers:** You agree that upon termination, transfer, or expiration of this Agreement, you will~~must ~~immediately remove all advertising that you control and notify all advertising sources that your advertising must be removed and/or canceled immediately. You further agree you will cooperate with Club Z!us in the removal of all internet listings that may arise, for up to twelve (12) months~~ thereafter, from the date of termination or expiration of this Agreement. ~~For advertising that cannot be immediately canceled, you are responsible for any and all costs related to such advertising until such time as it can be canceled or it expires.~~

~~(g) — **Enforcement:** Should legal proceedings have to be brought by Club Z! against you to enforce any Non-Competition Covenant or for your failure to maintain confidentiality and protect against infringement, the period of restriction shall be deemed to begin running on the date of entry of an order granting Club Z! injunctive relief and shall continue uninterrupted for the remainder of the period of restriction.~~

The provisions of this Section shall survive the termination, transfer, or expiration of this Agreement.

153. TRANSFERS.

(a) **Transfer by Us:** We shall have the right to transfer or assign all or any part of our rights or obligations herein to any person or legal entity provided such person or legal entity agrees to be bound by all of the terms and conditions set forth herein and agrees to assume same. We will make a good faith effort to ascertain that any such assignee possesses the economic resources to fulfill our obligations to our area directors.

(b) **Transfer by You:** You may not transfer or sell any interest in you, this Agreement or your Franchised Business without our prior written consent, which shall not be unreasonably withheld provided you meet the following conditions:

- (i) your proposed assignee must complete our franchisee application and meet our standards of qualification then applicable to all new applicants for franchises;
- (ii) the proposed Transfer is at a price and on terms and conditions, as we deem reasonable;
- (iii) your assignee shall assume all your duties, obligations and liabilities to Club Z!;
- (iv) your assignee signs our then current franchise agreement;
- (v) you or your assignee shall agree to pay to us prior to consummation of transfer a Three Thousand Dollars (\$3,000.00) training fee;
- (vi) you or your assignee shall pay to us prior to consummation of transfer a transfer fee of Two Thousand Dollars (\$2,000.00);
- (vii) you must sign a general release releasing us for any and all existing claims you may have against us, our affiliates, and our respective officers, directors, agents and employees; and
- (viii) any attempted transfer in the Franchise shall trigger a right of first refusal by Club Z! to match the terms thereof of any bona fide offer, which right may be exercised for a period of fourteen (14) days after receipt of notice.

~~As used in this Agreement, the term "transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement; (b) you; or (c) the Club Z!@ Business.~~

(c) ***Exemption of Transfer Fee.*** If you are an individual, ~~Y~~you may transfer this Agreement to a business entity that is under yourthe majority control ~~of the Franchisee~~for no additional fee if you have been in good standing throughout the Term of this Agreement~~, the transfer is requested within one (1) year of the date of this Agreement. If the transfer of the type provided for in this section is requested after the one (1) year period a fee of One Hundred Dollars (\$100.00) will be payable to us prior to consummation of transfer. There would be no training fee incurred for this transaction.~~

164. ACCOUNTING AND RECORDS.

You shall maintain during the Term and shall preserve for the time period specified in the Manuals, full, complete, and accurate books, records, and accounts in accordance with the standard accounting system prescribed by us in the Manuals or otherwise in writing. You are required to maintain a separate bank account, used exclusively for your Club Z! Business. Club Z! may, from time to time, request copies of your books and records to make sure you are complying with this Agreement. ~~You agree to comply with all our requests, including but not limited to supplying usernames and passwords to access any accounting software and/or scheduling software related to your Club Z! business.~~ During the term of your Agreement, we and our designated agents will examine and audit your records, accounts, books and data at reasonable times with reasonable notice to you of an audit to ~~insure~~ ensure that you are complying with the terms of this Agreement.

175. DEATH OR INCAPACITY OF AREA DIRECTOR.

Upon your death or the determination of your incapacity (if an individual), or dissolution or similar event (if a partnership or corporation), your interest in this Agreement shall pass to your heirs or beneficiaries. In such event, Club Z! may terminate this Agreement upon ~~ninety-one hundred and~~

eighty (9180) days' notice to your last business address unless such heirs or beneficiaries: (a) designate a person as being responsible for the performance of this Agreement and the Franchise within ninety (90) days after death or determination, and (b) provide adequate assurance, satisfactory to us, that such person's qualifications and abilities are sufficient for the continued operation of the Franchise, the observance of all duties of Area Director under this Agreement and the protection of Club Z!'s valuable trademarks and copyrights. The individual assuming your responsibilities will be required to, at such individual's sole expense, pay the then applicable training fee to Club Z!®.

186. MARKS.

(a) ***Ownership and Goodwill.*** Your right to use the trademark "CLUB Z!"® and any other trademarks, service marks, logos, designs or artwork that we authorize (the "**Marks**") is derived solely from this Agreement. You may only use the Marks in connection with the operation of your Club Z!® Business and only in accordance with this Agreement. Any unauthorized use of the Marks by you constitutes an infringement of our rights in and to the Marks. Your usage of the Marks, and any goodwill established by your use of the Marks, inures to our exclusive benefit. You must not, at any time, contest, or assist anyone else in contesting, the validity or ownership of any of the Marks. All provisions of this Agreement applicable to the Marks applies to any additional trademarks, service marks, logo forms, trade dress and commercial symbols that we authorize for use by, and license to, you in connection with this Agreement.

(b) ***Limitations on Use.*** You must not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. You must not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by us in writing. You must display the Marks prominently and in the manner prescribed by us on signs and forms. You must give such notices of trademark and service mark registrations and copyrights as we specify and you must obtain such fictitious or assumed name registrations as may be required under applicable law. You will not employ the Marks in any way that we have determined may result in liability to us for any debts or obligations of yours.

(c) ***Infringements and Claims.*** You must notify us immediately in writing if you become aware of any apparent infringement of, or challenge to, your use of any Mark, or claim by any person of any rights in any of the Marks. You must not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We have sole right to take any action we deem appropriate and the right to exclusively control any litigation, administrative or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or United States Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

(d) ***Discontinuance of Use.*** If it becomes advisable at any time for us and/or you to modify or discontinue use of any Mark, and/or use one or more additional or substitute trademarks or service marks, you must comply within a reasonable time after our notice to you, and our sole liability and obligation to you in the event of such change will be to reimburse you for your out-of-pocket costs of compliance. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark.

197. ARBITRATION.

Prior to submitting any claim or dispute to arbitration, you shall give notice thereof to us setting forth in reasonable detail the nature and basis of the claim or dispute. The parties shall then seek to negotiate and resolve the dispute by direct negotiation between you and us over a period of not less than sixty (60) days.

~~In the event of any controversy or claim as set forth above that has been submitted to the grievance procedure set forth, if applicable without resolution during the period provided therein, either party shall send written notice to (1) the other party, and (2) the Florida Regional Office of the American Arbitration Association invoking the binding arbitration provisions of this subsection.~~

Any controversy or claim arising out of or related to this Agreement, or the breach of this Agreement, shall be settled by arbitration before a single arbitrator to be held in the county in which our principal place of business is located, in accordance with the rules of the American Arbitration Association. The award of the arbitrator shall be final and judgment upon the award rendered may be entered in any court having jurisdiction. Notwithstanding the above, either of us may seek injunctive relief against the other party in any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Agreement or the breach of this Agreement.

2018. RELATIONSHIP TO PARTIES.

This Agreement does not create a fiduciary relationship between the two of us. You are an independent contractor. Nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venture, partner, employee, affiliate or servant of the other party for any purpose. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representative on our behalf, nor to incur any debt or other obligation in our name.

It is understood that you will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You must disclose to each of your employees in writing, in a form approved by us in advance, that we are not a "joint employer" of your employees and that we do not control your personnel policies.

2419. GENERAL PROVISIONS

(a) *Acknowledgment of Risk.* You acknowledge and agree to the following:

- i) **YOUR SUCCESS IN OWNING AND OPERATING THE FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT YOUR BUSINESS ABILITY. NO REPRESENTATION OR PROMISES, EXPRESSED OR IMPLIED HAVE BEEN MADE BY US OR ANY OF OUR EMPLOYEES OR REPRESENTATIVES TO INDUCE YOU TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED IN THE AGREEMENT. Club Z! OFFERS NO BUY-BACKS, MONEY-BACK GUARANTEES OR REFUNDS.**

- ii) **YOU ACKNOWLEDGE THAT IN ALL OF YOUR DEALINGS WITH US, OUR EMPLOYEES AND OTHER REPRESENTATIVES ACT ONLY IN A REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT, AND ALL BUSINESS DEALINGS BETWEEN YOU AND SUCH INDIVIDUALS AS A RESULT OF THIS AGREEMENT, ARE SOLELY BETWEEN YOU AND Club Z!.**

(b) **Governing Law.** This Agreement and our relationship with you are governed by Florida law without regard to its conflict of laws provisions, excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this section. ~~References to any law or regulation also refer to any successor laws or regulations and any implementing regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.~~ You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which the Territory is located. If, any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed which supersedes Florida law, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced by this Agreement.

(c) **Jurisdiction and Venue.** All claims which, as a matter of law or public policy, cannot be submitted to arbitration ~~in accordance with Section 19~~ shall be brought in the federal or state court in the county and state in which our principal office is located. We both (i) irrevocably consent to the jurisdiction of each such court in any proceedings; (ii) waive any objections which either party may have to venue of the proceedings in any such courts; and (iii) agree to service of process by any means permitted under applicable laws or court rules in the State of Florida.

(d) **Acts Beyond the Parties' Control.** Neither of us shall be liable for loss or damage or deemed to be in breach of this Agreement if either of us fails to perform our obligations as a result solely from the following causes beyond our reasonable control, specifically: (i) transporting shortages or inadequate supply of equipment, merchandise, supplies, labor, material or energy; (ii) compliance with any applicable law; or (iii) war, strikes, natural disasters or acts of God. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance in whole or in part as may be reasonable, except that these causes shall not excuse payments of amounts owed to us for any reason.

(e) **Cumulative Remedies:** The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

(f) **Collection Costs, Expenses and Attorneys' Fees.** If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including court costs, expert witness fees, discovery costs and reasonable accounting and attorneys' fees and costs on appeal together with interest charges on all of the foregoing. All such costs and expenses shall be prorated to properly reflect any partial prevailing or losing of the parties to the arbitration, as determined by the arbitrators.

(g) **Damages and Jury Trial.** In no event shall we be liable to you for punitive or exemplary damages in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal thereof. Only claims, controversies or disputes involving you and no claims for or on behalf of any other franchisee, franchisor or supplier may be brought by you hereunder. Furthermore the parties irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

(h) **Binding Effect.** This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your -successors and assigns, and your heirs, executors and administrators.

(i) **Entire Agreement.** This Agreement, including its introduction, addenda and exhibits, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim Franchisor's representations made in the Franchise Disclosure Document.

220. NOTICES.

Except as otherwise expressly provided herein, any and all notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time they are delivered by hand or by recognized courier service, one (1) business day after transmission by overnight delivery service, facsimile or Internet email or other electronic system, or three (3) business days after mailed by certified mail, postage prepaid, return receipt requested. Notices will be addressed as follows:

If to Franchisor: Club Z!, Inc.
17425 Bridge Hill Court
Suite 200
Tampa, Florida 33647
Attn: Mark Lucas
Fax: _____
E-Mail: _____

If to Area Director: _____

Attn: _____
Fax: _____
E-Mail: _____

or to such other address, fax or email as such party may designate by ten (10) days advance written notice to the other party.

231. AMENDMENT.

Any modification or change in or to this Agreement must be in writing and signed by each of the parties thereto and this Agreement and any modification or change thereto must be approved in writing by Club Z! before this Agreement or any modification or change can take effect or bind either party.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, as of the day and year first above written.

Club Z!, INC.

Signature: _____

Print Name: _____

Title: _____

AREA DIRECTOR

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"

TERRITORY AND FRANCHISE FEE AND ROYALTY/SUPPORT FEE SCHEDULE

We grant you the following Territory upon payment of the Franchise Fee indicated below:

Table 1

Options for territory are only available at time of initial franchise purchase

Indicate Territory Size	Population Up To:	Franchise Fee	Monthly Royalty/Support Fee or Minimum*
	50,000	\$19,750	Greater of 6% -8% ** of Gross Sales or \$4500 <u>\$750</u> ***
	100,000	\$27,250	Greater of 6% -8% ** of Gross Sales or \$550 <u>\$750</u> ***
	150 <u>200</u> ,000 (Expanded Territory)	\$34,750	Greater of 6% -8% ** of Gross Sales or \$6500 <u>\$750</u> ***
	200,000	\$42,500	Greater of 6% -8% * of Gross Sales or \$750 ***

*This Royalty Schedule identifies the Royalty/Support Fee that will be paid by Area Director to Franchisor by the 510th of each month based on the previous month's Gross Sales.

** Area Director will pay decreasing royalty percentages based on the following:

Monthly Gross Sales

~~Up to~~ \$10,000 or less

Royalty/Support Fee

8% of Gross Sales;

\$10,001 - \$20,000

~~The above rate and then 7% of the next \$10,000~~ 8% of in Gross Sales; and up to \$10,000 (\$800) plus 7% of Gross Sales between \$10,001 - \$20,000

\$20,001 or higher

~~The above rates and then 6% of all additional 8% of Gross Sales up to \$10,000 plus 7% of gross sales between 10,001 - over \$20,000. (\$1,500) plus 6% of Gross Sales at and above \$20,001~~

***Expanded Territory Area Director will pay fixed royalty percentage of 6%.

For two (2) months, starting the month following completion of training, the Royalty/Support fees and the monthly minimum royalty fees are waived. ~~For months three (3) and four (4) the monthly minimum royalty fee is reduced to Two Hundred Fifty dollars (\$250) per month. Thereafter from month five (5) through month seventeen (17), after completion of training, the minimum royalty fee will be collected according to Table 1 above based on Territory Population of your Franchise Business (\$4500, \$550 or, \$6500, or \$750). Beginning month eighteen (18), the minimum royalty fee will increase to \$750 regardless of your Territory Population and continue throughout the remainder of this Agreement.~~

However, in any month your percentage of monthly gross sales exceeds the monthly minimum royalty, the full monthly Royalty/Support Fee is due.

Club Z!, INC.

Signature: _____

Print Name: _____

Title: _____

AREA DIRECTOR

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "B"
FRANCHISE PACKAGE
Area Director's Franchise Package

\$19,750

Territory:

- 50,000 in population.
- Territory is geographically defined in your written agreement.
- For an additional \$7,500 (\$27,250 total investment) a territory may be increased to 100,000 in population.
- For an additional \$15,000 (\$34,750 total investment) a territory may be increased to ~~150~~200,000 in population.
- ~~For an additional \$22,750 (\$42,500 total investment) a territory may be increased to 200,000 in population.~~
(Options for territory are only available at time of initial franchise purchase.)

Acquiring Tutors:

- Club Z! will provide assistance to the area director with acquiring their initial staff of tutors.

Training: (2 options)

- Option A: Intensive training at our Corporate Headquarters in Tampa, Florida
- Option B: Instructor lead computerized on-line training is also available for franchisees that wish to begin operations within a quicker time-frame or need more time to complete our training program. *Franchise owners that elect to receive on-line training may also participate in our in-person training program in Tampa at a future time.*

Training Includes:

- Start-up of new business
- Contracts
- Advertising
- Software
- How to obtain tutors and clients
- Start-up marketing plan
- And much more.

Franchise Support:

- Operations Manual (Your Road Map ~~T~~to Success!)
- On-Going Training
- 800 - Telephone Support Line
- Access ~~T~~to Advertising Department
- We customize all local ads, flyers, radio spots, etc. for no additional fee.
- Access to Club Z! secure intranet system which contains training, support, advertising, forms, documents and much more
- ~~24-Hour on-line message board~~
- Franchisee Conference Calls
- Professionally designed PowerPoint Presentations for speaking engagements
- Access to Corporate Sales Support Center (~~Club Z! may discontinue this service upon sixty (60) days notice~~)
- Marketing Materials: (Tested and Proven)
 - Camera Ready Artwork for:
~~Yellow Page Ads,~~ Logos, Flyers, Tri-folds, Brochures, Newspapers, Magazines, Press Releases
 - Pre-written Advertorials:
Local Newspapers and Magazines, Radio and Television Spots
 - Use of Trade Show Materials:

Banners, Signs, Pre-written Form Letters, Presentation Folder, Use of Our International Web Site

Record Keeping Services:

- All the forms and software needed to keep your business organized

Custom Club Z! Software:

- Our Club Z! proprietary software is an essential Web-based program giving you detailed information on your students, tutors, advertising and monthly revenue.

Curriculum Materials

- Learning Built to Last Study Skills Program
 - Includes.....
 - High School Book & Workbook
 - Middle School Book & Workbook
 - 2 Planners
- Power of Words Writing Program
 - Includes.....
 - High School Book & Workbook
 - Middle School Book & Workbook
- Club Z! Essential Guide for the SAT
 - Includes.....
 - Student Version
 - Instructor Version
- Club Z! Essential Guide for the ACT
 - Includes.....
 - Student Version
 - Instructor Version
- Pre-K Readiness Backpack set

Logo Merchandise:

- 1 Club Z!® Logo Briefcase
- 1 Club Z!® Logo Polo Shirt
- 5 Club Z!® Logo Pencils
- 5 Club Z!® Logo Pens

Inventory and Supplies:

- 50 Club Z! Difference Tri-folds
- 25 Curriculum Booklets
- 50 Presentation Folders
- 25 SAT Postcards
- 25 ACT Postcards
- 25 Study Skills Tips Booklet

Club Z! reserves the right to modify or replace items or services contained in this Package with items or services of equal or greater value as determined by Club Z! Inc.

RIDER A

UNPROTECTED TERRITORY RIDER TO AREA DIRECTOR FRANCHISE AGREEMENT

THIS RIDER TO AREA DIRECTOR FRANCHISE AGREEMENT ("Rider") is made and entered into this _____ day of _____, 20____ ("the Effective Date"), by and between Club Z!, Inc., a Florida corporation, with its principal place of business at 17425 Bridge Hill Court, Suite 200, Tampa Florida 33647 (hereinafter "Franchisor") and _____ (hereinafter "Area Director").

WHEREAS, Franchisor and Area Director are parties to an Area Director Franchise Agreement dated _____ (hereinafter "the Franchise Agreement");

WHEREAS, under the Franchise Agreement, Area Director has no rights to operate Area Director's Club Z! Business or to offer Club Z! tutoring services and related merchandise outside of its protected territory as provided in the Franchise Agreement;

WHEREAS, Area Director desires to offer tutoring services within these zip/postal codes:

_____ that are not part of its protected territory and which do not currently belong to any other Club Z! area director, and Franchisor is willing to grant to Area Director non-exclusive rights to provide tutoring services outside of its protected territory under certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

- 1. NO RIGHTS ACCRUE.** Area Director acknowledges, understands and agrees that, regardless of time, energy and/or resources dedicated to offering and providing tutoring services under this Rider, no rights of any kind accrue to Area Director in or to the zip/postal codes set forth above, or anywhere outside of Area Director's protected territory, as set forth in the Exhibit A of the Franchise Agreement.
- 2. TERM.** Franchisor may terminate this Rider at Franchisor's sole discretion, at any time, via written notice provided by Franchisor to Area Director. Otherwise this Rider shall be in effect until the Franchise Agreement expires or is terminated; whichever occurs first.
- 3. OBLIGATIONS UPON TERMINATION.** Immediately upon receipt of notice of Termination, Area Director must cease to offer or provide services or goods in the identified zip/postal codes. Within thirty (30) days after the effective date of Termination, Area Director will provide to Franchisor all information regarding the identity, contact information, current status and prior service of clients served in unprotected zip/postal codes. Area Director shall receive no compensation for such cessation of service or information delivery.
- 4. ZIP/POSTAL CODE SOLD.** If Franchisor sells an unprotected zip/postal code that is currently being serviced by Area Director to a new or another area director, immediately upon receipt of notice from Franchisor, Area Director must cease to offer or provide services or goods in this zip/postal code to *new* clients. Within thirty (30) days of receipt of notice from Franchisor, Area Director must fully disclose all

current and past client contacts and service details in that zip/postal code to the newly assigned area director, and Area Director must cease to service all clients from within the newly sold zip/postal code, in accordance with the Club Z! Inc. Policies and Procedures. Area Director shall receive no compensation for such cessation of service or information delivery.

5. INCORPORATION OF TERMS. All terms and conditions set forth in the Franchise Agreement shall apply to the subject area of this Rider and are incorporated herein by reference with the exception of those terms and conditions that are in conflict with the terms of this Rider.

6. ONGOING FEES.

(a) ***Royalty.*** The royalty fee owed by Area Director to Franchisor for services performed under this Rider is separate and distinct from the Royalty Fee owed by Area Director to Franchisor under Area Director's Franchise Agreement and does not accrue to satisfy the Monthly Minimums as set forth in the Franchise Agreement. For services provided and products sold outside of the Area Director's protected zip/postal codes, as set forth in the Exhibit A of their Franchise Agreement, Area Director agrees to properly disclose Gross Sales figures in the appropriate section of the required monthly revenue report, provide pre-selected QuickBooks reports (as required by Franchisor), and pay Franchisor a royalty fee of ten percent (10%) on Gross Sales. Gross Sales shall not include sales tax or use tax. Royalty fees are due on or before the ~~fifth-tenth~~ (\$10th) day of the next calendar month, based on the preceding month's Gross Sales. **Failure to execute this Rider, and/or properly disclose and report Gross Sales revenue from outside of Area Director's protected territory, will result in Area Director's forfeiture of 100% of Gross Sales for all services provided and products sold outside of its protected territory.**

(b) ***National Advertising Fund.*** Area Director agrees to pay Franchisor an advertising fee of two percent (2%) of Gross Sales per month based on services provided and products sold outside of the Area Director's protected zip/postal codes, as set forth in the Exhibit A of their Franchise Agreement. Gross Sales do not include sales tax or use tax. Advertising fees are due on or before the ~~fifthtenth~~ (\$10th) day of the next calendar month, based on the preceding month's Gross Sales.

7. AMENDMENT. Any modification or change in or to this Rider must be in writing and signed by each of the parties thereto and this Rider and any modification or change thereto must be approved in writing by Franchisor before this Rider or any modification or change can take effect or bind either party.

Intending to be bound, Franchisor and Area Director sign and deliver this Rider in two (2) counterparts effective on the Effective Date, regardless of the actual date of signature.

CLUB Z!, INC.

AREA DIRECTOR

By: _____

By: _____

Title: _____

(Print): _____

Date: _____

Title: _____

Date: _____

EXHIBIT D TO THE DISCLOSURE DOCUMENT

OPERATIONS MANUAL

TABLE OF CONTENTS

TABLE OF CONTENTS OF OPERATIONS MANUAL

TOPIC	BEGINNING PAGE	TOTAL PAGES
Cover	1	1
Table of Contents	2	5
The Basics	7	5
Introduction To Running a Home-Based Business	12	16
Club Z! Service Offerings	28	5
How We Make Money	33	12
Tutors	45	45
School Marketing	90	15
Print Marketing	105	9
Miscellaneous Marketing	114	13
Initial Parent Phone Call	127	11
The In-Home Consultation	138	35
Problem Solving	173	3
Learning Built to Last	176	21
SAT/ACT Test Prep	197	14
Learning Disabilities	211	15
Glossary of Terms	226	14
Record Keeping	240	33
Club Z! Inc. Policies and Procedures	273	12
Frequently Asked Questions	285	4
TOTAL PAGES		288

EXHIBIT E TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISE OWNERS

AS OF DECEMBER 31, ~~2018~~ 2019

**LIST OF FRANCHISED CLUB Z![®] BUSINESSES
AS OF DECEMBER 31, 2018⁹**

ALABAMA	
Danitris Gaines 613 Kimberly Drive Adamsville, AL 35005 (205) 216-4399	Andy Gilman 2008 Flagstone Drive, Apt 714 Madison, AL 35758 (256) 384-3225
Marlon and Ellen Rhem 106 Octavia Drive Meridianville, AL 35759 (256) 513-6196	Casey and Katherine McBay 706 Firestone Avenue Muscle Shoals, AL 35661 (256) 278-2342
ARIZONA	
John Fahey 5 E. College Dr. Arlington Heights, IL 60004 (773) 414-3758	Raymond Nunziata 2200 Winter Springs Blvd. #106-291 Oviedo, FL 32765 (501) 817-8046
S. Niraj Patel 4400 N. Scottsdale Road #9 Scottsdale, AZ 85251 (602) 334-4568	S. Niraj Patel 4400 N. Scottsdale Road #9 Scottsdale, AZ 85251 (602) 334-4568
ARKANSAS	
Pamela Christmas 3 Carroll Circle Bella Vista, AR 72714 (479) 250-1291	Pamela Christmas 3 Carroll Circle Bella Vista, AR 72714 (479) 250-1291
CALIFORNIA	
Lara A. Little 112 E. Alhambra Road, Apt. 14 Alhambra, CA 91801 (626) 755-6197	Zehra and Arshad Rokerya 554 S. Westford Street Anaheim Hills, CA 92807 (714) 660-2595
Zehra and Arshad Rokerya 554 S. Westford Street Anaheim Hills, CA 92807 (714) 660-2595	Jane Dodd 68900 Minvera Rd Cathedral, CA 92234 (760) 325-0448
Terry Fan 964 East Badillo Street #107 Covina, CA 91724 (626) 593-4440	Susan Sokat 1019 Hill Meadow Place Danville, CA 94526 (925) 786-7149
Susan Sokat 1019 Hill Meadow Place Danville, CA 94526 (925) 786-7149	Rich Lee 3606 Koso Street Davis CA 95616 (530) 756-6401
Denise Cooper 1607 Pepperwood Drive El Cajon, CA 92021 (760) 471-5215	Lisa Elean (Bruner) 44401 Chantecler Court Fremont, CA 94539 (510) 651-3858
Gilma Guevara 34877 Oyster Bay Terrace Fremont, CA 94555 (650) 273-4123	Gilma Guevara 34877 Oyster Bay Terrace Fremont, CA 94555 (650) 273-4123

Rajiv Sharma 42770 Castillejo Court Fremont, CA 94539 (925) 527-7592	Archana Singh/ 5044 Crandallwood Drive Fremont, CA 94555 (510) 402-4390
Renu Agnihotri 20 Honey Locust Irvine, CA 92606 (888) 919-5609	Jason Kronewetter 1001 Gabrielino Drive Irvine, CA 92617 (800) 434-2582
Joao Sena 2372 Morse Avenue Ste. 158 Irvine, CA 92614 (301) 467-7301	Charles and Aimee Gandara 14654 Sunnymead Drive La Mirada, CA 90638 (562) 968-5032
John Fahey 2375 Medallion Way Lodi, CA 95242 (847) 368-8867	John Fahey 2375 Medallion Way Lodi, CA 95242 (847) 368-8867
John Fahey 2375 Medallion Way Lodi, CA 95242 (847) 368-8867	Melissa Diwa 1430 E. 37 th Street Long Beach, CA 90807 (562) 826-1862
Maham Haghighat 1630 Granville Avenue APT #208 Los Angeles, CA 90025 (805) 220-1370	Maham Haghighat 1630 Granville Avenue APT #208 Los Angeles, CA 90025 (805) 220-1370
Maham Haghighat 1630 Granville Avenue APT #208 Los Angeles, CA 90025 (805) 220-1370	Michelle Fuentes 2355 Gabriel Drive Merced, CA 95340 (209) 500-6203
Maham Haghighat 1630 Granville Avenue APT #208 Los Angeles, CA 90025 (805) 220-1370	Maham Haghighat 1630 Granville Avenue APT #208 Los Angeles, CA 90025 (805) 220-1370
Maham Haghighat 1630 Granville Avenue APT #208 Los Angeles, CA 90025 (805) 220-1370	Maham Haghighat 1630 Granville Avenue APT #208 Los Angeles, CA 90025 (805) 220-1370
Maham Haghighat 1630 Granville Avenue APT #208 Los Angeles, CA 90025 (805) 220-1370	Neena Pandey 2094 Yosemite Drive Milpitas, CA 95035 (408) 457-8833
Neena Pandey 2094 Yosemite Drive Milpitas, CA 95035 (408) 457-8833	Neena Pandey 2094 Yosemite Drive Milpitas, CA 95035 (408) 457-8833
Progressive Instruction LLC 988 Briarcrest Way Sacramento CA 95831 (916) 714-2770	Progressive Instruction LLC 988 Briarcrest Way Sacramento CA 95831 (916) 714-2770
Desiree Eriksson 747 Stafford Place San Diego, CA 92107 619-821-2254	Ken Farzin 15855 Avenida Venusto #731 San Diego, CA 92128 (760) 670-2970

Ronn Nickloff 1413 Granada Avenue San Diego, CA 92102 (619) 354-7545	Colette Pascual 11650 Corte Guera San Diego, CA 92128 (858) 764-4335
Tushar Shah 16350 Cayenne Ridge Road San Diego, CA 92127 (858) 449-4494	Tushar Shah 16350 Cayenne Ridge Road San Diego, CA 92127 (858) 449-4494
Amir Amiri 5007 Grimsby Drive San Jose, CA 95130 (800) 434-2582	Kyle Beagle and Nikki Phan 1576 Park Crest Court San Jose, CA 95118 (408) 705-4919
Joshua Cooley 23 Cleaves Avenue San Jose, CA 95126 (408) 694-1544	Dai Luong and Phuong Tran 1605 Garvey Place San Jose, CA 95132 (408) 770-3980
Dai Luong 1605 Garvey Place San Jose, CA 95132 (408) 770-3980	Deborah Ku 27732 Paseo Barona San Juan Capistrano, CA 92675 (949) 388-3222
Deborah Ku 27732 Paseo Barona San Juan Capistrano, CA 92675 (949) 388-3222	Deborah Ku 27732 Paseo Barona San Juan Capistrano, CA 92675 (949) 388-3222
Nancy Alexander & Alexander 27775 Camino Santo Domingo, CA 92675 (951) 674-5060	Keli Miava Gaines 1839 Huntington Drive South Pasadena, CA 91030 (424) 214-0709
Patricia & Mike Mancebo 8829 Laughlin Ave Stockton CA 95212 (209) 941-2248	Patricia & Mike Mancebo 8829 Laughlin Ave Stockton CA 95212 (209) 941-2248
Patricia & Mike Mancebo 8829 Laughlin Ave Stockton CA 95212 (209) 941-2248	Club Z! In Home Tutoring Services, Inc. 17425 Bridge Hill Court, Suite 200 Tampa, FL 33647 (800) 434-2582
Club Z! In Home Tutoring Services, Inc. 17425 Bridge Hill Court, Suite 200 Tampa, FL 33647 (800) 434-2582	Club Z! In Home Tutoring Services, Inc. 17425 Bridge Hill Court, Suite 200 Tampa, FL 33647 (800) 434-2582
Club Z! In Home Tutoring Services, Inc. 17425 Bridge Hill Court, Suite 200 Tampa, FL 33647 (800) 434-2582	Alysia Nelson 43024 Calle Reva Temecula CA 92592 (951) 676-3608
Dwayne Sutton 1368 Isabella Way Vista, CA 92084 (760) 331-7911	Dwayne Sutton 1368 Isabella Way Vista, CA 92084 (760) 331-7911
CANADA	
Leanne Demeules Site 26, Box 4, RR 7 Calgary, AB T2P2G7 (403) 301-0169	Leanne Demeules Site 26, Box 4, RR 7 Calgary, AB T2P2G7 (403) 301-0169

Dean Thompson 164 Alexandria Ct. Canton MI 48188 (248) 344-2200	Yuriy Bilynets 1344 Everall Road Mississauga, AB L5J 3L5 (800) 434-2582
Karim Shugom 2331 still meadow Road Oakville, ON L6M 4C8 (647) 890-0737	Karim Shugom 2331 still meadow Road Oakville, ON L6M 4C8 (647) 890-0737
Karim Shugom 2331 still meadow Road Oakville, ON L6M 4C8 (647) 890-0737	Letitia Francis 1759 Walnut Lane Pickering ON L1V 2X5 (905) 492-0134
Sarah Chow/ Shen, Eric Chow 10520 Yonge Street, Unit 35 B, Suite #198 Richmond Hill, ON L4C 3C7 (647) 638-8500	Diane Montgomery 2192 Queen Street East Unit #113 Toronto, ON M4E 1E6 (416) 690-1666
Diane Montgomery 2192 Queen Street East Unit #113 Toronto, ON M4E 1E6 (416) 690-1666	Alberto Favila #22 Tiverton Lane Whitby, ON L1P 0B5 (905) 493-3687
COLORADO	
Scott and Kathleen Leivian 15755 West 71 st Place Arvada, CO 80007 (720) 891-1461	Kurt Weber 4587 Apple Way Boulder, CO 80301 (773) 414-3758
Heath Schmidt 1243 Kittery Street Castle Rock, CO 80104 (303) 681-3100	James and Michelle Benton 5125 Sunset Ridge Drive Colorado Springs, CO 80917 (719) 493-9446
Michael Hecker 1011 S. Valentia Street, Unit 94 Denver, CO 80247 (720) 221-4000	Michael Hecker 1011 S. Valentia Street, Unit 94 Denver, CO 80247 (720) 221-4000
A&B II/ Efrem Martin 2661 Glencoe Street Denver, CO 80207 (303) 399-2582	Carla Cammarata P.O. Box 1872 Eagle, CO 81631 (303) 517-9799
Carla Cammarata P.O. Box 1872 Eagle, CO 81631 (303) 517-9799	Leslie Berlinberg 114 Willowleaf Dr. Littleton, CO 80127 (303) 972-9914
CONNECTICUT	
Lou DiStasi 8 Warwick Dr. Chelmsford, MA 01824 (978) 884-4992	Lou DiStasi 8 Warwick Dr. Chelmsford, MA 01824 (978) 884-4992
Thomas Mulligan 6 Meridian Ridge Drive Newtown, CT 06470 (860) 932-2053	Club Z! In Home Tutoring Services, Inc. 17425 Bridge Hill Court, Ste 200 Tampa, FL 33647 (800) 434-2482
Deborah Frati 92 Turtlehead Road Wilton, CT 06897 (203) 529-4071	

DELAWARE	
Sean and Mary Beth Evans 706 Regency Hill Drive Hockessin, DE 19707 (302) 922-8000	Patricia Magee 20200 Coastal Hwy #157 Rehoboth, DE 19971 (856) 608-8867
DISTRICT OF COLUMBIA	
Ronald Joiner 1633 Crittenden Street NE Washington, DC 20017 (202) 269-2718	
FLORIDA	
Valynn Sala Diakanda 699 Errol Pkwy Apopka, FL 32712 (321) 732-7035	Mike and Phyliss Weber 8340 NW 38 th Court Boca Raton, FL 33065 (561) 609-3838
Janie Scott 448 Pointer Place Boynton Beach, FL 32789 (407) 628-3100	David Kesler 520 Florida Blvd., P.O. Box 63 Crystal Beach, FL 34681 (800) 434-2582
Luis and Linett Prats 9737 NW 41st Street, Suite 421 Doral, FL 33178 (305) 889-0202	Raymond Bauer 1225 NE 16 th Avenue Fort Lauderdale, FL 33304 (754) 399-0012
S. Niraj Patel 274 E. Eau Gallie Blvd. #314 Indian Harbour Beach, FL 32937 (321) 338-2999	Carol Crawford 19203 Seamist Lane Lutz, FL 33558 (813) 949-4499
Carol Crawford 19203 Seamist Lane Lutz, FL 33558 (813) 949-4499	Carol Crawford 19203 Seamist Lane Lutz, FL 33558 (813) 949-4499
Carol Crawford 19203 Seamist Lane Lutz, FL 33558 (813) 949-4499	Edward & Sharon Dias 4613 Snow Shower Court Lutz, FL 33558 (813) 549-0134
Vanessa Rios 17831 SW 136 Ct. Miami FL 33177 (786) 249-6700	Vanessa Rios 17831 SW 136 Ct. Miami FL 33177 (786) 249-6700
Tim Faber 15122 Laurel Cove Circle Odessa, FL 33556 (813) 363-1504	Jonathan Boyd 1546 Cotton Clover Drive Orange Park, FL 32065 (800) 434-2582
Maria Fermin 5229 Oak Terrace Drive Orlando, FL 32839 (407) 233-4422	Bing Wang 3214 Open Meadow Loop Oviedo, FL 32766 (407) 378-6440
S. Niraj Patel 4651 Babcock Street NE #18 Palm Bay, FL 32905 (772) 214-2935	S. Niraj Patel 4651 Babcock Street NE #18 Palm Bay, FL 32905 (772) 214-2935

Jennifer Szad 78 Via Verona Palm Beach Gardens, FL 33418 (561) 333-1980	Jennifer Szad 78 Via Verona Palm Beach Gardens, FL 33418 (561) 333-1980
Donna Schreier 7091 NW 71 st Parkland, FL 33067 (754) 208-3264	Donna Schreier 7091 NW 71 st Parkland, FL 33067 (754) 208-3264
Julie LaClaire 6351 Paria Court Port Orange, FL 32128 (386) 310-1921	Jim Moletto 12451 93 rd Avenue Seminole, FL 33772 (941) 894-1229
Ramon Serrano 9195 Collins Ave #310 Surfside FL 33154 (305) 861-8279	Ramon Serrano 9195 Collins Ave #310 Surfside, FL 33154 (305) 861-8279
Ramon Serrano 9195 Collins Ave #310 Surfside FL 33154 (305) 861-8279	Amen Alayyan 13949 Snapper Fin Lane Tampa, FL 33637 (407) 952-2927
Amen Alayyan 13949 Snapper Fin Lane Tampa, FL 33637 (407) 952-2927	Club Z! In Home Tutoring Services, Inc. 17425 Bridge Hill Court, Ste 200 Tampa, FL 33647 (800) 434-2482
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Club Z! In Home Tutoring Services, Inc. 17425 Bridge Hill Court, Ste 200 Tampa, FL 33647 (800) 434-2482	Jay Murphy 10908 Dunhill View Court Tampa, FL 33626 (813) 279-2444
Jay Murphy 10908 Dunhill View Court Tampa, FL 33626 (813) 279-2444	Janie Scott 448 Point Place Winter Park, FL 32789 (407) 628-3100
Janie Scott 448 Point Place Winter Park, FL 32789 (407) 628-3100	Janie Scott 448 Point Place Winter Park, FL 32789 (407) 628-3100
Janie Scott 448 Point Place Winter Park, FL 32789 (407) 628-3100	
GEORGIA	
John Kline 3294 Chipping Wood Court Alpharetta, GA 30004 (770) 450-8134	Muji Oguneye 704 Fulmer Lane Decatur, GA 30030 (678) 888-3575
Rainey Oliver 198 Kenwood Road Fayetteville, GA 30214 (770) 460-4208	Rainey Oliver 198 Kenwood Road Fayetteville, GA 30214 (770) 460-4208

Ronell Carmichael 1290 Channel Park Marietta, GA 30064 (800) 434-2582	Scott and Latashua English 902 Arbor Crossing Drive Lithonia, GA 30058 (678) 466-6234
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<u>Maham Haghighat</u> <u>1630 Granville Avenue APT #208</u> <u>Los Angeles, CA 90025</u> <u>(805) 220-1370</u>	<u>Maham Haghighat</u> <u>1630 Granville Avenue APT #208</u> <u>Los Angeles, CA 90025</u> <u>(805) 220-1370</u>
<u>Maham Haghighat</u> <u>1630 Granville Avenue APT #208</u> <u>Los Angeles, CA 90025</u> <u>(805) 220-1370</u>	<u>Maham Haghighat</u> <u>1630 Granville Avenue APT #208</u> <u>Los Angeles, CA 90025</u> <u>(805) 220-1370</u>
<u>Maham Haghighat</u> <u>1630 Granville Avenue APT #208</u> <u>Los Angeles, CA 90025</u> <u>(805) 220-1370</u>	<u>Maham Haghighat</u> <u>1630 Granville Avenue APT #208</u> <u>Los Angeles, CA 90025</u> <u>(805) 220-1370</u>
<u>Maham Haghighat</u> <u>1630 Granville Avenue APT #208</u> <u>Los Angeles, CA 90025</u> <u>(805) 220-1370</u>	<u>Maham Haghighat</u> <u>1630 Granville Avenue APT #208</u> <u>Los Angeles, CA 90025</u> <u>(805) 220-1370</u>
<u>Michelle Fuentes</u> <u>2355 Gabriel Drive</u> <u>Merced, CA 95340</u> <u>(209) 500-6203</u>	<u>Neena Pandey</u> <u>2094 Yosemite Drive</u> <u>Milpitas, CA 95035</u> <u>(408) 457-8833</u>
<u>Neena Pandey</u> <u>2094 Yosemite Drive</u> <u>Milpitas, CA 95035</u> <u>(408) 457-8833</u>	<u>Neena Pandey</u> <u>2094 Yosemite Drive</u> <u>Milpitas, CA 95035</u> <u>(408) 457-8833</u>
<u>Navendu Sinha</u> <u>2097 Lee Way</u> <u>Milpitas, CA 95035</u> <u>(510) 651-3853</u>	<u>Progressive Instruction LLC</u> <u>988 Briarcrest Way</u> <u>Sacramento CA 95831</u> <u>(916) 714-2770</u>
<u>Progressive Instruction LLC</u> <u>988 Briarcrest Way</u> <u>Sacramento CA 95831</u> <u>(916) 714-2770</u>	<u>Breona Wood and Zanetta Wood</u> <u>1590 Alicia Way</u> <u>Sacramento, CA 95835</u> <u>(800) 434-2582</u>
<u>Theresa Baschal</u> <u>7463 St. Lukes Way</u> <u>Sacramento, CA 95823</u> <u>(209) 941-2248</u>	<u>Michelle Doan</u> <u>1001 National Avenue</u> <u>San Bruno, CA 94066</u> <u>(650) 918-1963</u>
<u>Ronn Nickloff</u> <u>1413 Granada Avenue</u> <u>San Diego, CA 92102</u> <u>(619) 354-7545</u>	<u>Colette Pascual</u> <u>11650 Corte Guera</u> <u>San Diego, CA 92128</u> <u>(858) 764-4335</u>
<u>Tushar Shah</u> <u>16350 Cayenne Ridge Road</u> <u>San Diego, CA 92127</u> <u>(858) 449-4494</u>	<u>Tushar Shah</u> <u>16350 Cayenne Ridge Road</u> <u>San Diego, CA 92127</u> <u>(858) 449-4494-</u>
<u>Amir Amiri</u> <u>5007 Grimsby Drive</u> <u>San Jose, CA 95130</u> <u>(800) 434-2582</u>	<u>Kyle Beagle and Nikki Phan</u> <u>1576 Park Crest Court</u> <u>San Jose, CA 95118</u> <u>(408) 705-4919</u>
<u>Alexander and Emma Kolchinsky</u> <u>389 Huckleberry Drive</u> <u>San Jose, CA 95123</u> <u>(800) 434-2582</u>	<u>Joshua Cooley</u> <u>23 Cleaves Avenue</u> <u>San Jose, CA 95126</u> <u>(408) 694-1544</u>

<u>Dai Luong and Phuong Tran</u> <u>1605 Garvey Place</u> <u>San Jose, CA 95132</u> <u>(408) 770-3980</u>	<u>Dai Luong</u> <u>1605 Garvey Place</u> <u>San Jose, CA 95132</u> <u>(408) 770-3980</u>
<u>Deborah Ku</u> <u>27732 Paseo Barona</u> <u>San Juan Capistrano, CA 92675</u> <u>(949) 388-3222</u>	<u>Deborah Ku</u> <u>27732 Paseo Barona</u> <u>San Juan Capistrano, CA 92675</u> <u>(949) 388-3222</u>
<u>Deborah Ku</u> <u>27732 Paseo Barona</u> <u>San Juan Capistrano, CA 92675</u> <u>(949) 388-3222</u>	<u>Nancy Alexander & Alexander</u> <u>27775 Camino</u> <u>Santo Domingo, CA 92675</u> <u>(951) 674-5060</u>
<u>Keli Miava Gaines</u> <u>1839 Huntington Drive</u> <u>South Pasadena, CA 91030</u> <u>(424) 214-0709</u>	<u>Patricia & Mike Mancebo</u> <u>8829 Laughlin Ave</u> <u>Stockton CA 95212</u> <u>(209) 482-2145</u>
<u>Patricia & Mike Mancebo</u> <u>8829 Laughlin Ave</u> <u>Stockton CA 95212</u> <u>(209) 482-2145</u>	<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Suite 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2582</u>
<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Suite 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2582</u>	<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Suite 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2582</u>
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<u>Dwayne Sutton</u> <u>1368 Isabella Way</u> <u>Vista, CA 92084</u> <u>(760) 331-7911</u>	<u>Dwayne Sutton</u> <u>1368 Isabella Way</u> <u>Vista, CA 92084</u> <u>(760) 331-7911</u>
<u>CANADA</u>	
<u>Leanne Demeules</u> <u>Site 26, Box 4, RR 7</u> <u>Calgary, AB T2P2G7</u> <u>(403) 301-0169</u>	<u>Leanne Demeules</u> <u>Site 26, Box 4, RR 7</u> <u>Calgary, AB T2P2G7</u> <u>(403) 301-0169</u>
<u>Dean Thompson</u> <u>164 Alexandria Ct.</u> <u>Canton MI 48188</u> <u>(248) 344-2200</u>	<u>Yuriy Bilynets</u> <u>1344 Everall Road</u> <u>Mississauga, AB L5J 3L5</u> <u>(800) 434-2582</u>
<u>Letitia Francis</u> <u>1759 Walnut Lane</u> <u>Pickering ON L1V 2X5</u> <u>(905) 492-0134</u>	<u>Sarah Chow/ Shen, Eric Chow</u> <u>10520 Yonge Street, Unit 35 B, Suite #198</u> <u>Richmond Hill, ON L4C 3C7</u> <u>(647) 638-8500</u>
<u>Shahrzad Lajevardi</u> <u>McCallum Drive 31</u> <u>Richmond Hill, ON L4C 9X5</u> <u>(905) 469-1166</u>	<u>Shahrzad Lajevardi</u> <u>McCallum Drive 31</u> <u>Richmond Hill, ON L4C 9X5</u> <u>(905) 469-1166</u>
<u>Club Z! In Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Suite 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2582</u>	<u>Glenda Singh</u> <u>35 Brian Peck Crescent</u> <u>Toronto, ON M4G 0A5</u> <u>(416) 358-2395</u>

<u>Glenda Singh</u> <u>35 Brian Peck Crescent</u> <u>Toronto, ON M4G 0A5</u> <u>(416) 358-2395</u>	<u>Alberto Favila</u> <u>#22 Tiverton Lane</u> <u>Whitby, ON L1P 0B5</u> <u>(905) 493-3687</u>
<u>COLORADO</u>	
<u>Scott and Kathleen Leivian</u> <u>15755 West 71st Place</u> <u>Arvada, CO 80007</u> <u>(720) 891-1461</u>	<u>Kafi Jimo and Erick Obuong</u> <u>1225 South Flatrock Circle</u> <u>Aurora, Co 80018</u> <u>(720) 428-2152</u>
<u>Kimberly Searfoss</u> <u>4255 S. Buckley Road, #436</u> <u>Aurora, CO 80013</u> <u>(800) 434-2582</u>	<u>Kurt Weber</u> <u>4587 Apple Way</u> <u>Boulder, CO 80301</u> <u>(773) 414-3758</u>
<u>Michael Hecker</u> <u>1011 S. Valentia Street, Unit 94</u> <u>Denver, CO 80247</u> <u>(720) 221-4000</u>	<u>Michael Hecker</u> <u>1011 S. Valentia Street, Unit 94</u> <u>Denver, CO 80247</u> <u>(720) 221-4000</u>
<u>A&B II/ Efrem Martin</u> <u>2661 Glencoe Street</u> <u>Denver, CO 80207</u> <u>(303) 399-2582</u>	<u>Carla Cammarata</u> <u>P.O. Box 1872</u> <u>Eagle, CO 81631</u> <u>(303) 517-9799</u>
<u>Carla Cammarata</u> <u>P.O. Box 1872</u> <u>Eagle, CO 81631</u> <u>(303) 517-9799</u>	<u>Diane Rhodes</u> <u>1492 S. Welch Court</u> <u>Lakewood, CO 80228</u> <u>(303) 972-9914</u>
<u>CONNECTICUT</u>	
<u>Lou DiStasi</u> <u>8 Warwick Dr.</u> <u>Chelmsford, MA 01824</u> <u>(978) 884-4992</u>	<u>Lou DiStasi</u> <u>8 Warwick Dr.</u> <u>Chelmsford, MA 01824</u> <u>(978) 884-4992</u>
<u>Thomas Mulligan</u> <u>6 Meridian Ridge Drive</u> <u>Newtown, CT 06470</u> <u>(860) 932-2053</u>	<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Ste 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2482</u>
<u>DELAWARE</u>	
<u>Sean and Mary Beth Evans</u> <u>706 Regency Hill Drive</u> <u>Hockessin, DE 19707</u> <u>(302) 922-8000</u>	<u>Patricia Magee</u> <u>20200 Coastal Hwy #157</u> <u>Rehoboth, DE 19971</u> <u>(856) 608-8867</u>
<u>DISTRICT OF COLUMBIA</u>	
<u>Ronald Joiner</u> <u>1633 Crittenden Street NE</u> <u>Washington, DC 20017</u> <u>(202) 269-2718</u>	<u>Ronald Joiner</u> <u>1633 Crittenden Street NE</u> <u>Washington, DC 20017</u> <u>(202) 269-2718</u>
<u>FLORIDA</u>	
<u>Valynn Sala-Diakanda</u> <u>699 Errol Pkwy</u> <u>Apopka, FL 32712</u> <u>(321) 732-7035</u>	<u>Mike and Phyliss Weber</u> <u>8340 NW 38th Court</u> <u>Boca Raton, FL 33065</u> <u>(561) 609-3838</u>
<u>Janie Scott</u> <u>448 Pointer Place</u> <u>Boynton Beach, FL 32789</u> <u>(407) 628-3100</u>	<u>Danielle Ciccoli</u> <u>2210 SW 19th Place</u> <u>Cape Coral, FL 33991</u> <u>(239) 600-9777</u>

<u>David Kesler</u> <u>520 Florida Blvd., P.O. Box 63</u> <u>Crystal Beach, FL 34681</u> <u>(800) 434-2582</u>	<u>Luis and Linett Prats</u> <u>9737 NW 41st Street, Suite 421</u> <u>Doral, FL 33178</u> <u>(305) 889-0202</u>
<u>Raymond Bauer</u> <u>1225 NE 16th Avenue</u> <u>Fort Lauderdale, FL 33304</u> <u>(754) 399-0012</u>	<u>Raymond Bauer</u> <u>1225 NE 16th Avenue</u> <u>Fort Lauderdale, FL 33304</u> <u>(754) 399-0012</u>
<u>Janet Brenner</u> <u>1339 Peppertree Train, Unit A</u> <u>Fort Pierce, FL 34950</u> <u>(800) 434-2582</u>	<u>Janet Brenner</u> <u>1339 Peppertree Train, Unit A</u> <u>Fort Pierce, FL 34950</u> <u>(800) 434-2582</u>
<u>S. Niraj Patel</u> <u>274 E. Eau Gallie Blvd. #314</u> <u>Indian Harbour Beach, FL 32937</u> <u>(321) 338-2999</u>	<u>Carol Crawford</u> <u>19203 Seamist Lane</u> <u>Lutz, FL 33558</u> <u>(813) 949-4499</u>
<u>Carol Crawford</u> <u>19203 Seamist Lane</u> <u>Lutz, FL 33558</u> <u>(813) 949-4499</u>	<u>Carol Crawford</u> <u>19203 Seamist Lane</u> <u>Lutz, FL 33558</u> <u>(813) 949-4499</u>
<u>Carol Crawford</u> <u>19203 Seamist Lane</u> <u>Lutz, FL 33558</u> <u>(813) 949-4499</u>	<u>Edward & Sharon Dias</u> <u>4613 Snow Shower Court</u> <u>Lutz, FL 33558</u> <u>(813) 549-0134</u>
<u>Vanessa Rios</u> <u>17831 SW 136 Ct.</u> <u>Miami FL 33177</u> <u>(786) 249-6700</u>	<u>Vanessa Rios</u> <u>17831 SW 136 Ct.</u> <u>Miami FL 33177</u> <u>(786) 249-6700</u>
<u>Tim Faber</u> <u>15122 Laurel Cove Circle</u> <u>Odessa, FL 33556</u> <u>(813) 363-1504</u>	<u>Jonathan Boyd</u> <u>1546 Cotton Clover Drive</u> <u>Orange Park, FL 32065</u> <u>(800) 434-2582</u>
<u>Maria Fermin</u> <u>5229 Oak Terrace Drive</u> <u>Orlando, FL 32839</u> <u>(407) 233-4422</u>	<u>Brandon Mitchell</u> <u>13278 Early Frost Circle</u> <u>Orlando, FL 32828</u> <u>(407) 990-4435</u>
<u>Lisa Vivo</u> <u>1825 Tattenham Way</u> <u>Orlando, FL 32837</u> <u>(800) 434-2582</u>	<u>Bing Wang</u> <u>3214 Open Meadow Loop</u> <u>Oviedo, FL 32766</u> <u>(407) 378-6440</u>
<u>S. Niraj Patel</u> <u>4651 Babcock Street NE #18</u> <u>Palm Bay, FL 32905</u> <u>(772) 214-2935</u>	<u>S. Niraj Patel</u> <u>4651 Babcock Street NE #18</u> <u>Palm Bay, FL 32905</u> <u>(772) 214-2935</u>
<u>Jennifer Szad</u> <u>78 Via Verona</u> <u>Palm Beach Gardens, FL 33418</u> <u>(561) 333-1980</u>	<u>Jennifer Szad</u> <u>78 Via Verona</u> <u>Palm Beach Gardens, FL 33418</u> <u>(561) 333-1980</u>
<u>Donna Schreier</u> <u>7091 NW 71st</u> <u>Parkland, FL 33067</u> <u>(754) 208-3264</u>	<u>Julie LaClaire</u> <u>6351 Paria Court</u> <u>Port Orange, FL 32128</u> <u>(386) 310-1921</u>

<u>Ramon Serrano</u> <u>9195 Collins Ave #310</u> <u>Surfside FL 33154</u> <u>(305) 861-8279</u>	<u>Ramon Serrano</u> <u>9195 Collins Ave #310</u> <u>Surfside, FL 33154</u> <u>(305) 861-8279</u>
<u>Ramon Serrano</u> <u>9195 Collins Ave #310</u> <u>Surfside FL 33154</u> <u>(305) 861-8279</u>	<u>Amen Alayyan</u> <u>13949 Snapper Fin Lane</u> <u>Tampa, FL 33637</u> <u>(407) 952-2927</u>
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<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Ste 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2482</u>	<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Ste 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2482</u>
<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Ste 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2482</u>	<u>Jay Murphy</u> <u>10908 Dunhill View Court</u> <u>Tampa, FL 33626</u> <u>(813) 279-2444</u>
<u>Jay Murphy</u> <u>10908 Dunhill View Court</u> <u>Tampa, FL 33626</u> <u>(813) 279-2444</u>	<u>Sandra O'Connor</u> <u>7841 Freestyle Lane</u> <u>Winter Garden, FL 34787</u> <u>(561) 596-5914</u>
<u>Janie Scott</u> <u>448 Point Place</u> <u>Winter Park, FL 32789</u> <u>(407) 628-3100</u>	<u>Janie Scott</u> <u>448 Point Place</u> <u>Winter Park, FL 32789</u> <u>(407) 628-3100</u>
<u>Janie Scott</u> <u>448 Point Place</u> <u>Winter Park, FL 32789</u> <u>(407) 628-3100</u>	<u>Janie Scott</u> <u>448 Point Place</u> <u>Winter Park, FL 32789</u> <u>(407) 628-3100</u>
GEORGIA	
<u>Young Do</u> <u>701 Crown Court</u> <u>Augusta, GA 30907</u> <u>(843) 353-3821</u>	<u>John Kline</u> <u>3294 Chipping Wood Court</u> <u>Alpharetta, GA 30004</u> <u>(770) 450-8134</u>
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<u>Earl Rilington</u> <u>10538 Sugarbush Rd</u> <u>Savannah, GA 31406</u> <u>(912) 335-3363</u>	<u>Shari Laroda</u> <u>4315 Constellation Blvd</u> <u>Snellville, GA 30039</u> <u>(800) 434-2582</u>
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<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Ste 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2482</u>	<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Ste 200</u> <u>Tampa, FL 33647</u> <u>(800) 434-2482</u>
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<u>Kurt Weber/ John Fahey</u> <u>5 E. College Dr.</u> <u>Arlington Heights, IL 60004</u> <u>(773) 414-3758</u>	<u>John Fahey</u> <u>5 E. College Dr.</u> <u>Arlington Heights, IL 60004</u> <u>(773) 414-3758</u>
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<u>Joshua Olson/ Precision Freedom, Inc.</u> <u>3930 Law Street</u> <u>Houston, TX 77005</u> <u>(281) 655-4640</u>	<u>Sonal Tuljapurkar/ STP Tutoring Services, LLC</u> <u>7806 Timberline Run Lane</u> <u>Houston, TX 77095</u> <u>(832) 529-2092</u>
<u>Samit Patel</u> <u>220 San Bernard Drive</u> <u>Irving, TX 75039</u> <u>(469) 713-3578</u>	<u>Michael Hanna</u> <u>3306 Misty Blade Ct</u> <u>Katy TX 77494</u> <u>(281) 201-0833</u>
<u>Michael Hanna</u> <u>3306 Misty Blade Ct</u> <u>Katy TX 77494</u> <u>(281) 201-0833</u>	<u>Bradley and Janet Weber</u> <u>210 Oak Drive South #3144</u> <u>Lake Jackson, TX 77566</u> <u>(979) 258-1777</u>
<u>Peter Grady</u> <u>7025 Acacia Drive</u> <u>Leander, TX 78641</u> <u>(512) 337-9096</u>	<u>Peter Grady</u> <u>7025 Acacia Drive</u> <u>Leander, TX 78641</u> <u>(512) 337-9096</u>
<u>Kyle and Kristina Faraday</u> <u>2320 Sir Berlin Drive</u> <u>Lewisville, TX 75056</u> <u>(972) 836-7984</u>	<u>Amber Norman</u> <u>22403 Desert Willow Drive</u> <u>Magnolia, TX 77355</u> <u>(281) 369-8082</u>
<u>Amber Norman</u> <u>22403 Desert Willow Drive</u> <u>Magnolia, TX 77355</u> <u>(281) 369-8082</u>	<u>Brenda Seifert</u> <u>1305 Fox Glen Trail</u> <u>Mansfield, TX 76063</u> <u>(817) 394-4761</u>
<u>Matthew Blaede</u> <u>9317 Sterling Gate Drive</u> <u>McKinney, TX 75070</u> <u>(469) 854-1626</u>	<u>Araceli Ramirez</u> <u>1516 N. Aransas Street</u> <u>Mission, TX 78573</u> <u>(956) 391-2622</u>
<u>Mohsin Mirza</u> <u>719 N. Elder Grove Dr</u> <u>Pearland, TX 77584</u> <u>(281) 201-4923</u>	<u>Patricia (Delacruz) Lopez</u> <u>2113 Westlake Drive</u> <u>Plano, TX 75075</u> <u>(972) 424-6321</u>
<u>Patricia (Delacruz) Lopez</u> <u>2113 Westlake Drive</u> <u>Plano, TX 75075</u> <u>(972) 424-6321</u>	<u>Karim Lalani</u> <u>2300 McDermott Road, Ste 200-182</u> <u>Plano, TX 75025</u> <u>(800) 434-2582</u>
<u>Neldo and Vanessa Schmidt</u> <u>19221 Beechnut Road, Apt. 421</u>	<u>Stephen Twining</u> <u>8111 Mainland</u>

<u>Richmond, TX 77407</u> <u>(281) 369-8338</u>	<u>San Antonio, TX 78240</u> <u>(210) 412-1622</u>
<u>Stephen Twining</u> <u>8111 Mainland</u> <u>San Antonio, TX 78240</u> <u>(210) 412-1622</u>	<u>Stephen Twining</u> <u>8111 Mainland</u> <u>San Antonio, TX 78240</u> <u>(210) 412-1622</u>
<u>Piumi Abeyrathne</u> <u>7027 Briar Meadow Drive</u> <u>Sugar Land, TX 77479</u> <u>(832) 271-5450</u>	<u>Sapna Patel</u> <u>1016 Whittington Place</u> <u>Southlake, TX 76092</u> <u>(817) 653-8882</u>
<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Suite 200</u> <u>Tampa, FL 33647</u> <u>(888) 434-2582</u>	<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Suite 200</u> <u>Tampa, FL 33647</u> <u>(888) 434-2582</u>
<u>UTAH</u>	
<u>Jonathan Bradshaw</u> <u>40 W 400 South</u> <u>Providence, UT 84332</u> <u>(435) 754-7647</u>	<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Ste 200</u> <u>Tampa, FL 33647</u> <u>(888) 434-2582</u>
<u>UNITED KINGDOM</u>	
<u>M&S (UK) LLC</u> <u>23 Cornwallis Road</u> <u>London, UK N9 0JJ</u> <u>(800) 434-2582</u>	<u>M&S (UK) LLC</u> <u>23 Cornwallis Road</u> <u>London, UK N9 0JJ</u> <u>(800) 434-2582</u>
<u>VIRGINIA</u>	
<u>Jerry Abrams</u> <u>22707 Settlers Trail Terrace</u> <u>Ashburn, VA 20148</u> <u>(703) 348-7599</u>	<u>Ruchi Chaudhary</u> <u>22890 Courtland Park Drive</u> <u>Ashburn, VA 20148</u> <u>(703) 454-0280</u>
<u>Sumeet and Shweta Walia</u> <u>22930 Weybridge Sq.</u> <u>Ashburn, VA 20148</u> <u>(571) 500-5403</u>	<u>Anil Khanna</u> <u>42457 Hundonmoore Drive</u> <u>Chantilly, VA 20152</u> <u>(703) 879-7693</u>
<u>Georgiana Johnson</u> <u>324 Brisa Drive</u> <u>Chesapeake, VA 23322</u> <u>(800) 434-2582</u>	<u>Kossi Kpante</u> <u>11354 Ridgeline Road</u> <u>Fairfax, VA 22030</u> <u>(703) 865-4720</u>
<u>Saurabh Anand</u> <u>10845 Jennifer Marie Place</u> <u>Fairfax Station, VA 22039</u> <u>(703) 835-9388</u>	<u>Ruba Ayyad</u> <u>8629 Wales Court</u> <u>Gaineville, VA 20155</u> <u>(571) 275-6354</u>
<u>Shawn and Alicia Manning</u> <u>3316 Newland Court</u> <u>Toano, VA 23168</u> <u>(757) 344-0136</u>	<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>17425 Bridge Hill Court, Ste 200</u> <u>Tampa, FL 33647</u> <u>(813) 586-0183</u>
<u>WASHINGTON</u>	
<u>Jessica Patterson</u> <u>410 102nd Ave SE #7</u> <u>Bellevue WA 98004</u> <u>(425) 467-1023</u>	<u>Adam Rudginsky</u> <u>3713 Biscay Street NW, Apt. A</u> <u>Olympia, WA 98502</u> <u>(360) 438-9800</u>
<u>Elizabeth McDougall</u> <u>2615 North 29th Street</u>	<u>Elizabeth McDougall</u> <u>2615 North 29th Street</u>

<u>Tacoma, WA 98407</u> <u>(206) 769-9855</u>	<u>Tacoma, WA 98407</u> <u>(206) 769-9855</u>
<u>WISCONSIN</u>	
<u>Bonnie Edwards</u> <u>10620 W. Good Hope Road</u> <u>Milwaukee, WI 53224</u> <u>(414) 501-1105</u>	<u>John Fahey</u> <u>5 E. College Dr.</u> <u>Arlington Heights, IL 60004</u> <u>(773) 414-3758</u>

EXHIBIT F TO THE DISCLOSURE DOCUMENT

FRANCHISEES WHO HAVE LEFT THE SYSTEM

**LIST OF FRANCHISEES WHO LEFT THE SYSTEM
AS OF DECEMBER 31, 201~~8~~9**

ALABAMA	
Julie Smith 82 County Road 1322 Vinemont, AL 35179 (256) 502-4600 Reacquired	Julie Smith 82 County Road 1322/ Vinemont, AL 35179 (256) 502-4600 Reacquired
ARIZONA	
Maritza Grijalva 352 East Fandango Drive Gilbert, AZ 85298 (480) 999-4077 Reacquired	Sally & Nic Robertson 5306 E. Angela Drive Scottsdale, AZ 85254 (602) 482-2318 Reacquired
Jeffrey and Grace Unruh 6801 E. Sheena Drive Scottsdale, AZ 85254 (602) 334-4568 Reacquired	Tom Finch and Richelle Knudsen 6397 S. Woodland Hills Drive Tucson, AZ 85747 (520) 495-5233 Reacquired
CALIFORNIA	
Rick Houtzer 7861 E. Bridgewood Drive Anaheim Hills CA 92808 (714) 921-8080 Transferred	Anja Walker 8357 Petunia Way Buena Park CA 90620 (714) 521-1225 Non-Renewal
Anja Walker 8357 Petunia Way Buena Park CA 90620 (714) 521-1225 Non-Renewal	Depika Vidyarthi 7119 E. Killdee Street Long Beach, CA 90808 (562) 206-2501 Reacquired
Depika Vidyarthi 7119 E. Killdee Street Long Beach, CA 90808 (562) 206-2501 Reacquired	Timothy Ryan 140 S. Layton Drive Los Angeles, CA 90049 (800) 434-2582 Transferred
Gary & Maro Peterseil 27432 Via Amistoso Mission Viejo, CA 92692 (951) 818-4991 Transferred	Joel White 14281 Bourgeois Way San Diego, CA 92129 (619) 573-9996 Reacquired
Kaberi and Manas Goswami 411 Arlewood Court San Ramon, CA 94582 (510) 556-2520 Reacquired	Michael and Mary Beth Inchalik 23302 Summer Glen Place Valencia, CA 91354 (661) 977-1629 Reacquired

CANADA	
Zaitoon Umer 2427 Postmaster Drive Oakville, ON L6M 0J2 (905) 502-9900 Reacquired	
COLORADO	
Cherrellyn Napue and Sylvia Bookhardt 2655 Locust St. Denver, CO 80207 (303) 399-2582 Transferred	Jessica and John Verderame 310 North Mason Street, #522 Fort Collins, CO, 80524 (970) 300-1160 Transferred
FLORIDA	
Adrienne Lavallee 5260 NE 15 th Avenue Fort Lauderdale, FL 33334 (800) 434-2582 Transferred	Gerardo and Daniel Guerra 3331 S.W. 16 Lane Miami, FL 33145 (954) 212-9741 Reacquired
Erica Jamison 3021 Pointeview Drive Tampa, FL 33611 (813) 444-4776 Transferred	Svetlana Fussell 15498 Sandfield Loop Winter Garden, FL 34787 (407) 443-7635 Transferred
GEORGIA	
MHC Learning Enterprise, LLC/ Monica Caras 2047 Pierce Way Buford, GA 30519 (678) 804-4686 Transferred	
IDAHO	
Patrick Strauhal and Lori Rathjen 5866 S. Graphite Way Meridan, ID 83642 (888) 909-5777 Terminated	
ILLINOIS	
Aerienne Cunningham 10s520 Havens Drive Downers Grove, IL 60516 (630) 427-4754 Transferred	
IOWA	
Marilea David 2515 Countryside Place West Des Moines, IA 50265 (515) 225-1909 Non-Renewal	Marilea David 2515 Countryside Place West Des Moines, IA 50265 (515) 225-1909 Non-Renewal
KENTUCKY	
Frank and Deborah Fletcher 1235 Alexander Road Crittenden, KY, 41030 (520) 214-8728 Reacquired	

LOUISIANA	
Courtney Hebert 2715 Beaumont Place Marrero, LA 70072 (504) 602-9475 Transferred	
MARYLAND	
Star Jackson 5702 84 th Avenue New Carolton, MD 20784 (240) 377-0263 Transferred	Oral Levy 1313 Pine Grove Ave Baltimore, MD 21237 (443) 863-5745 Reacquired
Oral Levy 1313 Pine Grove Ave Baltimore, MD 21237 (443) 863-5747 Reacquired	
MASSACHUSETTS	
Zbigniew Kielczewski 5 Lodge Lane Wilbraham, MA 01095 (413) 241-7630 Reacquired	
NEW YORK	
Louis DiStasi 8 Warwick Drive Chelmsford, MA (978) 884-4992 Transferred	Arti Sood 2 Stone Gate Mall Roslyn, NY 11576 (718) 571-8735 Reacquired
OHIO	
Laura Kruze 10055 Pebble Ridge Lane Cincinnati, OH 45252 (513) 322-1114 Transferred	Laura Kruze 10055 Pebble Ridge Lane Cincinnati, OH 45252 (513) 322-1114 Transferred
OKLAHOMA	
M.G., Darlene, & Eric Allenbach 921 Elmwood Drive Edmond, OK 73013 (405) 478-3515 Non-Renewal	
OREGON	
Mehran Geranmayeh 11410 NW Skyline Blvd Portland, OR 97231 (503) 505-6220 Reacquired	Mehran Geranmayeh 11410 NW Skyline Blvd Portland, OR 97231 (503) 505-6220 Reacquired
PENNSYLVANIA	
Margaret Alspach 2 Quiet Road Levittown, PA 19057 (215) 945-5200 Reacquired	Mark & Nina Pinsley 1855 Valley Forge Rd Allentown, PA 18104 (610) 351-3500 Reacquired

TEXAS	
Thirty60Ninety, LLC / Kevin Williams 1237 Autumn Mist Way Arlington, TX 76005 (972) 900-9799 Reacquired	Juan Gonzalez 2105 Lima Loop Laredo, TX 78045 (956) 267-1579 Reacquired
Greg Giacona 4717 Gallego Circle Austin, TX 78738 (512) 992-1626 Transferred	Jackie Grant 12309 Red Birch Lane Keller, TX 76248 (817) 741-4475 Non-Renewal
Jackie Grant 12309 Red Birch Lane Keller, TX 76248 (817) 741-4475 Non-Renewal	Jackie Grant 12309 Red Birch Lane Keller, TX 76248 (817) 741-4475 Non-Renewal
Emily and Robbin Clay Murphy 3810 Hillbrook Lane Pearland, TX 77584 (281) 915-2571 Terminated	
VIRGINIA	
Ritu Sharma 8239 Anderson Drive Fairfax, VA 22031 (703) 349-7536 Reacquired	Patrick and Sonya Regan 2206 Dogwood Lane SW Roanoke VA 24015 (540) 342-1016 Reacquired
WASHINGTON	
Melissa Hall 11710 E. Buckeye Ave Spokane, WA 99206 (509) 473-0715 Reacquired	
ARKANSAS	
<u>Pamela Christmas</u> <u>3 Carroll Circle</u> <u>Bella Vista, AR 72714</u> <u>(479) 250-1291</u> <u>Transferred</u>	<u>Pamela Christmas</u> <u>3 Carroll Circle</u> <u>Bella Vista, AR 72714</u> <u>(479) 250-1291</u> <u>Transferred</u>
CALIFORNIA	
<u>Terry Fan</u> <u>964 East Badillo Street #107</u> <u>Covina, CA 91724</u> <u>(626) 593-4440</u> <u>Reacquired</u>	<u>Lisa Elcan (Bruner)</u> <u>44401 Chantecler Court</u> <u>Fremont, CA 94539</u> <u>(510) 651-3858</u> <u>Transferred</u>
<u>Archana Singh</u> <u>5044 Crandallwood Drive</u> <u>Fremont, CA 94555</u> <u>(510) 402-4390</u> <u>Reacquired</u>	<u>Renu Agnihotri</u> <u>20 Honey Locust</u> <u>Irvine, CA 92606</u> <u>(888) 919-5609</u> <u>Reacquired</u>

<u>Desiree Eriksson</u> <u>747 Stafford Place</u> <u>San Diego, CA 92107</u> <u>619-821-2254</u> <u>Reacquired</u>	<u>Ken Farzin</u> <u>15855 Avenida Venusto #731</u> <u>San Diego, CA 92128</u> <u>(760) 670-2970</u> <u>Terminated</u>
<u>Patricia & Mike Mancebo</u> <u>8829 Laughlin Ave</u> <u>Stockton CA 95212</u> <u>(209) 941-2248</u> <u>Transferred</u>	
<u>CANADA</u>	
<u>Karim Shuqom</u> <u>2331 still meadow Road</u> <u>Oakville, ON L6M 4C8</u> <u>(647) 890-0737</u> <u>Transferred</u>	<u>Karim Shuqom</u> <u>2331 still meadow Road</u> <u>Oakville, ON L6M 4C8</u> <u>(647) 890-0737</u> <u>Transferred</u>
<u>Diane Montgomery</u> <u>2192 Queen Street East Unit #113</u> <u>Toronto, ON M4E 1E6</u> <u>(416) 690-1666</u> <u>Transferred</u>	<u>Diane Montgomery</u> <u>2192 Queen Street East Unit #113</u> <u>Toronto, ON M4E 1E6</u> <u>(416) 690-1666</u> <u>Transferred</u>
<u>COLORADO</u>	
<u>Heath Schmidt</u> <u>1243 Kittery Street</u> <u>Castle Rock, CO 80104</u> <u>(303) 681-3100</u> <u>Reacquired</u>	<u>James and Michelle Benton</u> <u>5125 Sunset Ridge Drive</u> <u>Colorado Springs, CO 80917</u> <u>(719) 493-9446</u> <u>Reacquired</u>
<u>Leslie Berlinberg</u> <u>114 Willowleaf Dr.</u> <u>Littleton, CO 80127</u> <u>(303) 972-9914</u> <u>Transferred</u>	
<u>CONNECTICUT</u>	
<u>Deborah Frati</u> <u>92 Turtlehead Road</u> <u>Wilton, CT 06897</u> <u>(203) 529-4071</u> <u>Reacquired</u>	
<u>FLORIDA</u>	
<u>Donna Schreier</u> <u>7091 NW 71st</u> <u>Parkland, FL 33067</u> <u>(754) 208-3264</u> <u>Transferred</u>	<u>Jim Moletto</u> <u>12451 93rd Avenue</u> <u>Seminole, FL 33772</u> <u>(941) 894-1229</u> <u>Reacquired</u>
<u>GEORGIA</u>	
<u>Scott and Latashua English</u> <u>902 Arbor Crossing Drive</u> <u>Lithonia, GA 30058</u> <u>(678) 466-6234</u> <u>Transferred</u>	<u>Ryan and Shari Smith (PARC LLC)</u> <u>2916 Pendleton Lane SW</u> <u>Marietta, GA 30064</u> <u>(678) 214-3510</u> <u>Transferred</u>
<u>ILLINOIS</u>	
<u>John and Mercedes Parrilli</u> <u>411 W. Ontario #524</u>	<u>Ashley Crays</u> <u>5297 Millennium Court</u>

<u>Chicago, IL 60654</u> <u>(800) 434-2582</u> <u>Transferred</u>	<u>Edwardsville, IL 62025</u> <u>(618) 202-4904</u> <u>Reacquired</u>
<u>INDIANA</u>	
<u>Jon Eide</u> <u>4664 Olive Branch Road</u> <u>Greenwood, IN 46143</u> <u>(317) 559-2680</u> <u>Reacquired</u>	
<u>MARYLAND</u>	
<u>Juliet Morrison</u> <u>811 Jackson Valley Court</u> <u>Bowie, MD 20721</u> <u>(301) 850-1135</u> <u>Reacquired</u>	<u>Patrick Baker</u> <u>309 Copper Oaks Drive</u> <u>Woodsboro, MD 21798</u> <u>(301) 514-6102</u> <u>Reacquired</u>
<u>MASSACHUSETTS</u>	
<u>Charles Gibbs</u> <u>16 Duggan Road</u> <u>Acton, MA 01720</u> <u>(800) 434-2582</u> <u>Reacquired</u>	<u>John Leekley</u> <u>20 Hart Street</u> <u>Beverly, MA 01915</u> <u>(410) 562-9177</u> <u>Transferred</u>
<u>Julie Keefe</u> <u>4 Buttercup Lane</u> <u>Dartmouth MA 02747</u> <u>(508) 823-8343</u> <u>Reacquired</u>	<u>Karen and Joe Bates</u> <u>31 Home Depot Drive, #263</u> <u>Plymouth, MA 02360</u> <u>(781) 995-0546</u> <u>Reacquired</u>
<u>MISSISSIPPI</u>	
<u>Sonya Bohannon</u> <u>166 Elms Court Circle</u> <u>Jackson, MS 39204</u> <u>(601) 707-8831</u> <u>Reacquired</u>	
<u>NEBRASKA</u>	
<u>Mark Miller</u> <u>5412 Lavenworth Street</u> <u>Omaha, NE 68106</u> <u>(402) 884-0111</u> <u>Transferred</u>	<u>Mark Miller</u> <u>5412 Lavenworth Street</u> <u>Omaha, NE 68106</u> <u>(402) 884-0111</u> <u>Non-Renewal</u>
<u>NEW HAMPSHIRE</u>	
<u>Viral Maru and Shanmugan Palaniappan</u> <u>1 Monette Circle</u> <u>Andover, MA 01810</u> <u>(603) 882-5829</u> <u>Transferred</u>	
<u>NEW JERSEY</u>	
<u>Paul Chan</u> <u>16 Berryland Street</u> <u>Chesterfield, NJ 08515</u> <u>(609) 240-0011</u> <u>Reacquired</u>	<u>Kate Kim</u> <u>309 Ellery Court</u> <u>Edgewater, NJ 07020</u> <u>(800) 434-2582</u> <u>Terminated</u>
<u>Anita Pettitt</u> <u>177 Ramblewood Pkwy</u>	

<u>M. Laurel, NJ 08054</u> <u>(856) 608-8867</u> <u>Transferred</u>	
<u>NEVADA</u>	
<u>Club Z! In-Home Tutoring Services, Inc.</u> <u>15310 Amberly Drive, Suite 185</u> <u>Tampa, FL 33647</u> <u>(800) 434-2582</u> <u>Transferred</u>	
<u>NEW YORK</u>	
<u>Ho Yeung (Jason) Tam</u> <u>71-12 164th Street 2/F</u> <u>Fresh Meadows, NY 11365</u> <u>(929) 387-4672</u> <u>Transferred</u>	<u>Igor Postelnik</u> <u>5-09 48Ave., #2C</u> <u>Long Island City, NY 11101</u> <u>(718) 736-2856</u> <u>Non-Renewal</u>
<u>Heather Hobson</u> <u>1550 York Avenue, Apt 14 H</u> <u>New York, NY 10028</u> <u>(917) 319-4984</u> <u>Transferred</u>	<u>Heather Hobson</u> <u>1550 York Avenue, Apt 14 H</u> <u>New York, NY 10028</u> <u>(917) 319-4984</u> <u>Transferred</u>
<u>Robert and Amanda Schlossberg</u> <u>7 Clemson Lane</u> <u>Woodbury, NY 11797</u> <u>(516) 364-1353</u> <u>Reacquired</u>	
<u>OHIO</u>	
<u>Abigail Whited</u> <u>2775 Lawyers Pointe Drive</u> <u>Cincinnati, OH 45244</u> <u>(513) 489-2550</u> <u>Reacquired</u>	<u>Diana Rochelle Kiebler</u> <u>3812 Lake Lanier Drive</u> <u>Grove City, OH 43123</u> <u>(614) 428-0067</u> <u>Reacquired</u>
<u>Timothy & Melissa O'Neill</u> <u>1385 Summersweet Circle</u> <u>Lewis Center, OH 43035</u> <u>(800) 434-2582</u> <u>Reacquired</u>	<u>Timothy & Melissa O'Neill</u> <u>1385 Summersweet Circle</u> <u>Lewis Center, OH 43035</u> <u>(800) 434-2582</u> <u>Reacquired</u>
<u>Holly Ross</u> <u>211 Rose Avenue</u> <u>Mt. Vernon, OH 43050</u> <u>(800) 434-2582</u> <u>Transferred</u>	
<u>OKLAHOMA</u>	
<u>Jesse & Amanda Schroeder</u> <u>1200 Locust Street</u> <u>Alva, OK 73717</u> <u>(903) 462-4525</u> <u>Reacquired</u>	
<u>TENNESSEE</u>	
<u>Bridget Jennings</u> <u>26 Pepper Ridge Court</u> <u>Johnson City, TN 37615</u> <u>(423) 389-9384</u> <u>Terminated</u>	<u>Stephanie Wheatley</u> <u>7207 Autumn View Lane</u> <u>Powell, TN 37849</u> <u>(865) 938-2022</u> <u>Reacquired</u>

<u>TEXAS</u>	
<u>Emily and Roger Scott Johnson</u> <u>4301 W. William Cannon Drive, Suite B150</u> <u>Austin, TX 78749</u> <u>(512) 288-0734</u> <u>Transferred</u>	<u>David and Monique Losson</u> <u>6248 Dilbeck Lane</u> <u>Dallas, TX 75240</u> <u>(214) 960-4995</u> <u>Reacquired</u>
<u>Angela Roxane Harris</u> <u>3027 Trevino</u> <u>Grand Prairie, TX 75054</u> <u>(817) 453-2582</u> <u>Reacquired</u>	<u>Keri Denise Meredith-Koehler</u> <u>911 Cascade Rdg</u> <u>Katy, TX 77494</u> <u>(832) 529-2847</u> <u>Transferred</u>
<u>Colin Ross Little</u> <u>5716 Henry Cook Blvd #11103</u> <u>Plano, TX 75024</u> <u>(469) 212-9121</u> <u>Reacquired</u>	<u>SOS Learning, LLC/ Jenika Jones</u> <u>1025 Dulles Avenue, #222</u> <u>Stafford, TX 77477</u> <u>(281) 216-0049</u> <u>Reacquired</u>
<u>UTAH</u>	
<u>Zachary David Smith</u> <u>1014 Fir Avenue</u> <u>Provo UT 84604</u> <u>(817) 894-2717</u> <u>Reacquired</u>	
<u>VIRGINIA</u>	
<u>Jeremy and Keisha Stokes</u> <u>14401 Shade Court</u> <u>Chester, VA 23836</u> <u>(804) 414-8607</u> <u>Reacquired</u>	<u>Jennifer Whitt</u> <u>1337 Brandon Ct</u> <u>Forest, VA 24551</u> <u>(434) 200-8350</u> <u>Reacquired</u>
<u>WASHINGTON</u>	
<u>Daniel Murphy</u> <u>4421 147th PL NE #B-10</u> <u>Bellevue, WA 98007</u> <u>(425) 318-7787</u> <u>Reacquired</u>	<u>Tim Sullivan</u> <u>1102 S. Grant Street</u> <u>Kennewick, WA 99338</u> <u>(509) 591-0936</u> <u>Reacquired</u>
<u>Paul Nissley</u> <u>6311 37th Ave SW</u> <u>Seattle, WA 98126</u> <u>(206) 973-2922</u> <u>Reacquired</u>	<u>Paul Nissley</u> <u>6311 37th Ave SW</u> <u>Seattle, WA 98126</u> <u>(206) 973-2922</u> <u>Reacquired</u>
<u>Betsy Skevington</u> <u>1521 Sunset Drive</u> <u>Tacoma, WA 98465</u> <u>(253) 224-6020</u> <u>Transferred</u>	<u>Betsy Skevington</u> <u>1521 Sunset Drive</u> <u>Tacoma, WA 98465</u> <u>(253) 224-6020</u> <u>Transferred</u>
<u>WISCONSIN</u>	
<u>Katheran Cook</u> <u>452 W. Dean Road</u> <u>Fox Point, WI 53217</u> <u>(414) 395-8177</u> <u>Transferred</u>	

EXHIBIT G TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC

ADDENDA / RIDERS

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF CALIFORNIA**

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with this Disclosure Document.

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

Neither the franchisor, nor any person nor franchise broker in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS, CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law.

A contract which restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professional Code section 16600.

Interest Rate. The highest interest rate permitted under California law in ten percent (10%) per annum.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Florida with certain exceptions. These provisions may not be enforceable under California law.

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration is to occur at the office of the America Arbitration Association in the county in which our principal place of business is located. The cost of the arbitration will be borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professional Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum

outside the State of California. This provision may not be enforceable under generally applicable contract defenses such as fraud, duress or unconscionability.

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

NOTICE REQUIRED UNDER HAWAIIAN FRANCHISE LAW

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OR 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. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF ILLINOIS**

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal 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.

**RIDER TO
AREA DIRECTOR FRANCHISE AGREEMENT FOR
CLUB Z!, INC.
FOR USE IN ILLINOIS**

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between **CLUB Z!, INC.**, a Florida corporation, with its principal business address at 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647 (“**we**,” “**us**,” “**our**” or “**Franchisor**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**,” “**your**” or “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

3. **Termination**. The following is added to Section 13 of the Agreement:
Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act, 815 ILCS 705/19, 705/20 (West 2016).

4. **Governing Law**. Section 21(b) of the Agreement is amended in its entirety to read as follows:

EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. '1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW OR THE ILLINOIS FRANCHISE DISCLOSURE LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY FLORIDA LAW. ALL MATTERS RELATING TO ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT. References to any law or regulation also refer to any successor laws or regulations and any impending regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

5. **Jurisdiction**. Section 21(c) of the Agreement is amended in its entirety to read as follows:

YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN HILLSBOROUGH OR PINELLAS COUNTIES, FLORIDA, EXCEPT FOR MATTERS COMING UNDER THE ILLINOIS FRANCHISE DISCLOSURE LAW, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES IN ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION OR THE RIGHT OF THE PARTIES TO CONFIRM OR ENFORCE ANY ARBITRATION AWARD IN ANY APPROPRIATE JURISDICTION.

6. **Entire Agreement**. Section 21(i) is amended in its entirety to read as follows:

This Agreement, including the introduction, addenda, riders, and exhibits to it, and the Franchise Disclosure Document, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

CLUB Z!, INC.

FRANCHISEE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF MARYLAND**

Risk Notice:

1. You must pay us minimum royalty fees ranging from \$450 to \$600 each month, even if you have no revenue.

THIS ADDENDUM (the “**Addendum**”) amends the Franchise Disclosure Document of CLUB Z!, Inc. for its Franchise.

1. Sections (c) and (m) of Item 17 are amended by adding the following language:

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment or transfer will not apply to any liability under the Maryland Franchise and Disclosure Law (the “**Maryland Law**”).

2. Item 17 is amended by adding the following language after the table:

- (a) Any claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.
- (b) You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

**RIDER TO
AREA DIRECTOR FRANCHISE AGREEMENT FOR
CLUB Z!, INC.
FOR USE IN MARYLAND**

THIS RIDER (the “**Rider**”) is effective as of _____, 20____ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20____ (the “**Agreement**”), between **CLUB Z!, INC.** (the “**we**,” “**us**,” “**our**” or “**Franchisor**”) with its principal office at 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647, and _____ (“**you**,” “**your**” or “**Franchisee**”), whose mailing address is _____.

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Limitation of Claims.** Provided, however, that any claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise to you.

3. **Jurisdiction.** Provided, however, that you may bring a lawsuit against us in Maryland for any claims arising under the Maryland Law.

4. **No Waiver.** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

5. **General Release.** Section 9 of the Franchise Agreement is hereby amended by adding the following sentence: “The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

6. **Effective Date.** This Rider is effective on the Agreement Date regardless of the actual date of signature.

Intending to be bound, the parties sign and deliver this Rider to each other as shown below:

Franchisor:
CLUB Z!, INC.

Franchisee:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF MINNESOTA**

1. The following language is added to Item 13 of the Minnesota Disclosure Document:

Club Z!, Inc. will protect your right to use the Club Z!® Marks and Trade Name or will indemnify you against any loss, costs, or expenses arising out of any claim, suit, or demand regarding your use of the Marks or Trade Name.

2. Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the franchise agreement and that consent to transfer of the franchise will not be unreasonably withheld.

3. Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

4. Item 17, summary columns for (v) and (w) are amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

**RIDER TO
AREA DIRECTOR FRANCHISE AGREEMENT FOR
CLUB Z!, INC.
FOR USE IN MINNESOTA**

THIS RIDER (the “**Rider**”) is effective as of _____, 20____ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20____ (the “**Agreement**”), between **CLUB Z!, INC.** (the “**we**,” “**us**,” “**our**” or “**Franchisor**”) with its principal office at 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647, and _____ (“**you**,” “**your**” or “**Franchisee**”), whose mailing address is _____.

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Marks.** Section 18 of the Agreement under the heading “Marks”, shall be supplemented by the following new subparagraph 18 (e) entitled "Trademark Rights under Minnesota Law":
“Club Z!, Inc. will protect your right to use the Club Z!® Marks and Trade Name or will indemnify you against any loss, costs, or expenses arising out of any claim, suit, or demand regarding your use of the Marks or Trade Name.”

3. **Termination.** Section 13 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec. 80c.14, subds. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

4. **Jurisdiction.** The following is added to Section 21(c):

Minn. Stat. Sec. 80C.,21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

FRANCHISOR:
CLUB Z!, INC.

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF INDIANA**

The Franchise Agreement requires binding arbitration. The arbitration will occur in a state other than Indiana, with costs being borne by the non-prevailing party. The provision concerning the place where arbitration will occur is deleted from the Indiana Franchise Agreement.

The Franchise Agreement requires application of the laws of another state. This provision is deleted from the Indiana Franchise Agreement.

Item 17 of the Disclosure Document, Sections (u), (v), and (w), is amended to omit any reference to selection of an out-of-Indiana forum or choice of law.

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF RHODE ISLAND**

The Rhode Island Securities Division requires the following specific disclosures to be made to prospective Rhode Island franchisees:

In spite of the provisions of Item 17v and Item 17w of the Disclosure Document, any litigation or arbitration arising under the Franchise Agreement will take place in Rhode Island or other place mutually agreed to by the franchisee and franchisor. In spite of the provisions of Section 21 of the Franchise Agreement and to the extent required by Section 19-28.1-14 of the Rhode Island Franchise Investment Act, the Franchise Agreement will be governed by the laws of the State of Rhode Island.

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF WASHINGTON**

~~The State of Washington has a statute, RCW 19.100.180, that 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 the 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.~~

~~———— In Washington, provisions of the Franchise Agreement which unreasonably limit the statute of limitations or remedies under the Washington Franchise Investment Act, such as the right to jury trial, may not be enforceable.~~

~~———— The Franchise Agreement requires application of the laws of a state other than Washington. If there is a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chap. 19.100 RCW, will prevail.~~

~~———— Under Washington law, transfer fees may be collected only to the extent that they reflect the franchisor's reasonable estimated or actual costs in connection with the transfer. 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 or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.~~

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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee 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 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.

**RIDER TO
AREA DIRECTOR FRANCHISE AGREEMENT FOR
CLUB Z!, INC.
FOR USE IN WASHINGTON**

THIS RIDER (the “**Rider**”) is effective as of _____, 20____ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20____ (the “**Agreement**”), between **CLUB Z!, INC.** (the “**we**,” “**us**,” “**our**” or “**Franchisor**”) with its principal office at 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647, and _____ (“**you**,” “**your**” or “**Franchisee**”), whose mailing address is _____.

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
2. **Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “**Act**”), Chapter 19.100 RCW, prevail.
3. **Relationship.** Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.
4. **Arbitration.** ~~In any arbitration involving a franchise purchased in Washington, the arbitration site will either be 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 any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington. -
5. **Transfer Fees.** Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.
6. **Release.** 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 or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.
- 6.7. **Non-compete Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result,

any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

FRANCHISOR:
CLUB Z!, INC.

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF WISCONSIN**

Uniform Franchise Disclosure Document for CLUB Z!, INC. for use in the State of Wisconsin shall be amended as follows:

Cover Page:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE WISCONSIN FRANCHISE INVESTMENT LAW. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF WISCONSIN OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE WISCONSIN FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENTS ARE SUBJECT TO THE WISCONSIN FRANCHISE INVESTMENT LAW.

1. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17 disclosures under the Local Store Franchise headings:

"To the extent that the provisions regarding renewal described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants You the right, in most circumstances, to 90 days prior written notice of termination and 60 days within which to remedy any claim deficiencies), the renewal provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."

"To the extent that the provisions regarding termination described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants You the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claim deficiencies), the termination provision will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."

"To the extent that the provisions regarding termination described in the Franchise Agreement regarding repurchase of inventory are inconsistent with the requirements of §135.045 of the Wisconsin Fair Dealership Law, the above-mentioned provisions will be superseded by the Law's requirements, which states that if CLUB Z!, at the option of You, repurchases inventory which was sold by CLUB Z! to You for resale, fair wholesale market value must be paid for all merchandise bearing a name, trade name, label or other mark which identifies CLUB Z!."

"Covenants not to compete during the term of and upon termination or expiration of a Franchise Agreement are enforceable only under certain conditions according to Wisconsin Law."

**RIDER TO
AREA DIRECTOR FRANCHISE AGREEMENT FOR
CLUB Z!, INC.
FOR USE IN WISCONSIN**

In recognition of the Wisconsin Fair Dealership Law, Wisconsin Statutes, §§ 135.01 -135.07, the parties to the attached CLUB Z! Franchise Agreement (the "Agreement") agree as follows:

1. Section 9 of the Agreement, under the heading "AGREEMENT TERM AND RENEWAL", shall be supplemented by the addition of a new final paragraph as follows:

"To the extent that the provisions of Section 9 regarding renewal are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants You the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claims deficiencies), said renewal provision will be superseded by the requirement of the Wisconsin Fair Dealership Law and will have no force or effect."

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Rider to the Franchise Agreement in duplicate on the day and year first above written.

FRANCHISOR:
CLUB Z!, INC.

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
CLUB Z!, INC.
STATE OF SOUTH DAKOTA**

Item 17, Renewal, Termination, Transfer and Dispute Resolution is amended as follows:

The Franchise Agreement includes a covenant not to compete after termination of the franchise. Covenants not to compete upon termination or expiration of the franchise agreement are generally unenforceable in the State of South Dakota, except in certain instances provided by law.

The Franchise Agreement provides for arbitration in Florida. Under South Dakota law, arbitration must be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

The Franchise Agreement designates Florida law as the governing law, except that the arbitration clause is to be construed under the Federal Arbitration Act. Franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of South Dakota; but contractual and all other matters, will be subject to application, construction, enforcement, and interpretation under the governing law of Florida.

Any provision in a franchise agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue outside South Dakota is void with respect to any cause of action which is governed by the law of South Dakota.

Under South Dakota law, termination provisions covering breach of the franchise agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the disclosure document and franchise agreement must afford a franchisee thirty (30) days written notice with an opportunity to cure the default prior to termination.

**RIDER TO
CLUB Z!, INC.
AREA DIRECTOR FRANCHISE AGREEMENT
FOR USE IN SOUTH DAKOTA**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between CLUB Z!, INC., A Florida corporation, with its principal business address at 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647 (“**we**,” “**us**,” “**our**” or “**Franchisor**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**,” “**your**” or “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
2. **Termination.** The following is added to Section 13:
You will have 30 days written notice with an opportunity to cure prior to termination for the following: breach of the franchise agreement, failure to meeting performance and quality standards and failure to make royalty payments.
3. **Covenants Not to Compete.** Covenants not to compete on termination or expiration of a franchise agreement are generally unenforceable in the state of South Dakota, except in certain instances as provided by law. This statement is given for informational purposes only.
4. **Jurisdiction and Venue.** Any provision which designates jurisdiction or venue or requires you to agree to jurisdiction or venue in a forum outside South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

**FRANCHISOR
CLUB Z!, INC.**

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

By: _____
Name: _____
Title: _____
Date: _____

ADDENDUM TO CLUB Z!, INC.
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, , 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

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

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

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

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

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

3. The following is added to the end of Item 4:

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

4. The following is added to the end of Item 5:

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

You may terminate the agreement on any grounds available by law.

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

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

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

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

THIS NEW YORK ADDENDUM APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF NEW YORK OR LOCATE THEIR FRANCHISES IN NEW YORK.

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:

<u>State</u>	<u>Effective Date</u>
<u>California</u>	
<u>Hawaii</u>	
<u>Illinois</u>	
<u>Indiana</u>	
<u>Maryland</u>	
<u>Minnesota</u>	
<u>Rhode Island</u>	
<u>Virginia</u>	
<u>Washington</u>	
<u>Wisconsin</u>	

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.

ITEM 23 RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If CLUB Z!, Inc offers you a franchise, we 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 and Rhode Island require 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, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If CLUB Z!, Inc. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

Franchise Seller: Mark Lucas, CEO, Club Z!, Inc., 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647; Telephone: 813-931-5516.

Franchise Seller: _____
Name/Principal Business Address/Telephone Number

Date of Issuance: April ~~3029~~, 2019~~20~~. See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated April ~~3029~~, 2019~~20~~. This Disclosure Document included the following Exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. Financial Statements
- C. Franchise Agreement
 - Exhibit A Territory and Franchise Fee
 - Exhibit B Franchise Package
 - Rider A Unprotected Territory Rider
- D. Manual Table of Contents
- E. List of Franchise Owners
- F. List of Franchisees Who Have Left the System
- G. State Specific Addenda / Riders

Prospective Franchisee Signature

Print Name

Date (Please do not leave blank)

KEEP THIS COPY FOR YOUR RECORDS. This Disclosure Document is available in PDF format by electronic transmission upon request.

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Prospective Franchisee Signature

Print Name

Date (Please do not leave blank)

Please sign this copy of the receipt, date your signature, and return it to Club Z!, Inc., 17425 Bridge Hill Court, Suite 200, Tampa, Florida 33647. This Disclosure Document is available in PDF format by electronic transmission upon request.