

FRANCHISE DISCLOSURE DOCUMENT



Sylvan Learning, LLC,
a Delaware limited liability company
2350 Airport Freeway, Suite 505,
Bedford, TX 76022
(410) 843-8000
franchise@sylvanlearning.com
www.sylvanfranchise.com

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

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

The total investment necessary to begin operation of a Sylvan and SylvanSync business is \$100,752 to \$226,842. This includes \$36,900 that must be paid to us or an affiliate.

We may offer to enter into a multi-territory incentive plan agreement to establish and operate two to three Sylvan franchised businesses at specific locations under individual franchise agreements. The total initial investment necessary under the development agreement for two to three Sylvan centers ranges from \$201,504 to \$680,526. This includes \$56,900 to \$76,900 that must be paid to us or an affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact [Joshua Wall](mailto:Joshua.Wall@sylvanlearning.com), Sylvan Learning, LLC at 2350 Airport Freeway, Suite 505, Bedford, TX 76022, or [call 877.958.9716](tel:877.958.9716) Franchising@UnleashedBrands.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1.877.FTC.HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

| Issuance Date: March 8, 2024, [as amended May 10, 2024](#).

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

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

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

The Franchisor, Our Parents and Our Affiliates

Sylvan is a Delaware limited liability company converted from Sylvan Learning, Inc. on June 18, 2015, and does business as Sylvan Learning Centers, Sylvan Learning, SylvanSync, and Sylvan. Our principal business address is 2350 Airport Freeway, Suite 505, Bedford, TX 76022. Our agents for service of process are disclosed in Exhibit F.

Our direct and indirect subsidiaries include Educate Corporate Centers Holdings, LLC (“ECCH”), Learning System of the Future, LLC (“LSF”), Learning Partnerships, LLC (“LP”), Maryland Learning Centers, LLC (“MLC”), and Sylvan In-Home, LLC (“SIH”). ECCH is MLC’s parent company. MLC operates the type of Sylvan System and SylvanSync System businesses that you will operate. LSF has invested in and is developing the Learning System of the Future platform (the “LSF Platform”) used in the SylvanSync System. LSF licenses the LSF Platform to Sylvan, which in turn licenses the SylvanSync System to franchisees. LP has invested in and is developing the Sylvan Edge Packages (the “EDGE Packages”) used in delivering Sylvan Edge robotics, computer programming, engineering and mathematics learning programs and other licensed intellectual property. LP licenses the EDGE Packages to Sylvan, which in turn licenses the EDGE Packages to franchisees. SIH operates an online marketplace (the “Marketplace Platform”) to enable parents to seek tutors specializing in fields of study where their students may need additional assistance. SIH has never operated a Center, and it has never offered franchises in any line of business. The principal business address of each of the entities above is 350 Airport Freeway, Suite 505, Bedford, TX 76022.

On February 16, 2024, we became a wholly owned subsidiary of Unleashed Brands, LLC (“Unleashed Brands”). Unleashed Brands’ parent company is Leviathan Intermediate Holdco, LLC, which is owned by UA Holdings, LLC (“UA Holdings”). Unleashed Brands Foundation, the charitable affiliate of Unleashed Brands, is a Texas based nonprofit corporation which conducts certain charitable activities. Unleashed Brands, Leviathan Intermediate Holdco, LLC, Unleashed Brands Foundation, and UA Holdings share a principal business address at 2350 Airport Freeway, Suite 505, Bedford, Texas 76022.

Neither Sylvan nor its affiliates or predecessors have offered or offer franchises in other lines of business. However, we have affiliates that offer franchises in other lines of business. All of the affiliates listed below share a principal business address at 2350 Airport Freeway, Suite 505, Bedford, Texas 76022:

- UATP Management, LLC (“UATP”) offers URBAN AIR ADVENTURE PARK franchises, which are venues for recreational activities, birthday parties, and other group events featuring the Adventure Park Attraction package. UATP began offering franchises in May 2013 and had ~~183~~179 franchises as of December 31, 2023. UATP Canada Franchising, Ltd., a British Columbia corporation, offers

these franchises in Canada.

- TLGI, LLC (formerly The Little Gym International, Inc., “TLGI”) offers THE LITTLE GYM franchises which provide physical fitness, recreational gymnastics, motor skills development, and other programs for children under The Little Gym name and trademarks. TLGI began offering franchises in September 1992 and had 487185 franchises as of December 31, 2023.
- Snapology, LLC (“Snapology”) offers SNAPOLOGY franchises, which provide curriculum-based courses, events and hands-on learning experiences using LEGO® brand bricks, K’Nex® brand toys, and other building toys, robotics, animation, coding and engineering techniques. Snapology began offering franchises in March 2015 and had 406102 franchises as of December 31, 2023. Snapology International, LLC, a Pennsylvania limited liability company, offers these franchises outside of the USA. Our affiliate Snapology IP, LLC is the owner of certain trademarks and intellectual property associated with the SNAPOLOGY franchises.
- Premier Franchising Group, LLC (“PMA”) offers PREMIER MARTIAL ARTS franchises, which are martial arts studios for self-defense and character development. PMA began offering franchises in April 2018 and had 213 franchises as of December 31, 2023. Our affiliate PMA IP, LLC is the owner of certain trademarks and intellectual property associated with the PREMIER MARTIAL ARTS franchises.
- Class 101 Franchise, LLC (“Class 101”) offers CLASS 101 franchises, which provide advice, guidance and training to high school students and their parents in preparing for, selecting, applying to, and paying for college. On April 11, 2022, Class 101 acquired the assets of Class 101, Inc., which began offering franchising in June 2007 and had 6055 franchises as of December 31, 2023. Our affiliate Class 101 Franchise IP, LLC is the owner of certain trademarks and intellectual property associated with CLASS 101 franchises.
- XP League Franchise, LLC (“XPL”) offers XP LEAGUE franchises which follow traditional youth sports formats delivering values and life skills learned in coach-led athletics in an esports format, for elementary and middle school aged children. On April 21, 2022, XPL acquired certain assets of XP League, LLC, which began offering franchises in August 2020, and had 4541 franchises as of December 31, 2023. XP League Franchise, LLC is the owner of certain trademarks and intellectual property associated with XP League franchises.
- Our affiliate, Unleashed Services, LLC (“Unleashed Services”), provides executive management services to us, UATP, TLG, Snapology, PMA, Class 101, and XPL, but Unleashed Services does not offer franchises in any line of business.

You will not conduct business directly with UATP, TLG, Snapology, PMA, Class 101, or XPL (each an “Affiliated Brand”), unless you decide to co-brand with an Affiliate Brand. If you decide to co-brand the premises of your Sylvan franchise with an Affiliated Brand, you will be offered a separate franchise disclosure document of your desired Affiliate Brand and will be required to sign a separate franchise agreement for that Affiliate Brand. Other than the above, we do not have any affiliates which offer or sell goods or services to our franchisees, and no other parent, predecessor, and affiliates offer franchises in this or any other lines of business.

The Sylvan System: Franchise History

Sylvan began offering Sylvan franchises in June 2003 as Sylvan Learning, Inc. Sylvan’s predecessors operated or offered licenses under the Sylvan System from February 1979 to June 2003, as follows: Sylvan Learning Corporation, an Oregon corporation (February 1979 until March 1984), which merged into Sylvan Learning Corporation, a Washington corporation (March 1984 until May 1985), which merged into Sylvan Learning Corporation, a Delaware corporation (May 1985 to February 1991), which entered into a general partnership with KEE Incorporated to form Sylvan KEE Systems (February 1991 to January 1993). KEE

Industry-Specific Laws and Regulations; Marketplace and Competition

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

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

In some states, a Sylvan Learning Center may be subject to licensing requirements or may be required to have a state-certified instructor as a director or on the premises when instruction is being offered. For instance, in Pennsylvania a Sylvan Learning Center is subject to regulations issued by the State Board of Private Academic Schools. These require private schools to apply to the Board for a license to operate. A school applying for a license must include with its application evidence that it has financial resources or forms of surety adequate to reimburse any unearned tuition in case it ceases to operate. Only teachers holding a valid Pennsylvania professional teacher certification may teach in a licensed private school. A Pennsylvania certified specialist in each subject must oversee the instructional process of that specialty area (Reading-certified for Reading programs, Math-certified for Math programs). Similar requirements may apply in your state.

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

ITEM 2: BUSINESS EXPERIENCE

SYLVAN LEARNING, LLC

~~John McAuliffe—Director~~Susan Valverde - President: Ms. Valverde is our President and has held that position since May 2024 in Towson, Maryland. From March 2017 to April 2024, served as our Chief Executive Franchise Operations Officer in Towson, Maryland.

John McAuliffe – Brand Ambassador: Mr. McAuliffe is our Brand Ambassador and has held that position since May 2024 in Towson, Maryland. He has been with Sylvan since January 2010, and since from February 2016, has to April 2024, served as our Chief Executive Officer in Towson, Maryland.

Amy Przywara - Chief Marketing Officer: Ms. Przywara has been with Sylvan since January 2009, and since June 2015, has served as our Chief Marketing Officer in Towson, Maryland.

~~Susan Valverde—Chief Franchise Operations Officer: Ms. Valverde has been with Sylvan since August 2016, and since March 2017, has served as our Chief Franchise Operations Officer in Towson, Maryland.~~

Jacob Jones - Chief Financial Officer: Mr. Jones has been with Sylvan since December 2011, and since January 2022, became Sylvan's Chief Financial Officer in Towson, Maryland.

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

UNLEASHED SERVICES

Michael Browning, Jr. – Chief Executive Officer: Michael Browning, Jr. has been the Chief Executive Officer of both Unleashed Brands and Unleashed Services since July 2021 in Bedford, Texas. He is one of co-founders of UATP and has served as UATP's Chief Executive Officer from its inception in May 2013

to June 2021 in Bedford, Texas. Michael also served as the Chief Executive Officer of UA Attractions, LLC from May 2018 to October 2021 in Bedford, Texas. Previously, he served as the Manager of Southlake Urban Air, LLC from March 2011 to December 2018 in Southlake, Texas; Mansfield Urban Air, LLC from January 2013 to September 2020 in Mansfield, Texas; Frisco Urban Air, LLC from May 2013 to February 2019 in Frisco, Texas; Garland Urban Air, LLC from March 2015 to July 2020 in Garland, Texas; Coppell Urban Air, LLC from March 2015 to July 2020 in Coppell, Texas; and Fort Worth Urban Air, LLC since August 2016 in Bedford, Texas. Michael has been a Manager of UATP Holdings, LLC since 2015, ~~and served in both positions~~ in Bedford, Texas.

Stephen Polozola – Chief Legal Officer: Stephen Polozola has served as the Chief Legal Officer of Unleashed Services since July 2021 in Bedford, Texas. Stephen is one of the co-founders and has served as the Executive Vice President and General Counsel of UATP since its inception in May 2013 to June 2021 in Bedford, Texas. He has served as a Manager of UATP Holdings, LLC since July 2015 and has served as a Vice President of UATP IP, LLC since October 2013 in Bedford, Texas. Stephen has served as President of Adventis Insurance, Inc. since March 2020.

Joe Luongo – Chief Operating Officer: Joe Luongo has served as the Chief Operating Officer of Unleashed Services since April 2022 in Bedford, Texas. Since June 2019, he also serves as Chairman of the Board for WellBiz Brands and previously served as Executive Chairman from October 2017 to June 2019 in Englewood, Colorado.

Scott Perry – Chief Financial Officer: Scott Perry has served as the Chief Financial Officer at Unleashed Services since July 2021 in Bedford, Texas. Before this position, he served as the Chief Financial Officer and Executive Vice President of UATP from March 2019 to June 2021. Previously, he was a Member of Laguna Woods Consulting, LLC from September 2018 to March 2019 in Austin, Texas.

Jessica Correa – Chief Marketing Officer: Jessica Correa has served as Unleashed Services' Chief Marketing Officer since July 2021 in Bedford, Texas. Previously, she served as the Chief Marketing Officer from August 2019 to June 2021. Prior to joining UATP, Jessica served as Head of Marketing for Planet Fitness in Hampton, New Hampshire from November 2014 to May 2018.

Josh Wall, CFE – Chief Growth Officer: Josh Wall has been the Chief Growth Officer of Unleashed Services since July 2021 in Bedford, Texas. From June 2019 to June 2021, Josh Wall served as UATP's Executive Vice President and Chief Franchise Officer. Previously, Josh served as the Chief Development Officer for Christian Brothers Automotive Corporation in Houston, Texas from January 2018 to June 2019.

Chris Andrews – Chief Information Officer: Chris Andrews has been the Chief Information Officer of Unleashed Services since May 2022 in Bedford, Texas. Previously, from May 2019 to May 2022, he was the Chief Information Officer of Smoothie King in Coppell, Texas. From November 2018 to May 2019, he served as the Chief Information Officer at Pei Wei in Dallas, Texas.

Diane Sanford, SHRM-SCP – Chief People Officer: Diane Sanford has served as the Chief People Officer at Unleashed Services since March 2023 in Bedford, Texas. Previously, she was the Chief People Officer at Local Favorite Restaurants in Dallas, Texas from May 2022 to March 2023. Before this role, she served as the Chief People Officer at On the Border Mexican Grill & Cantina from December 2014 to April 2022 in Irving, Texas.

Ryan Slemmons – Chief Development Officer: Ryan Slemmons has served as ~~our~~the Chief Development Officer of Unleashed Services since April 2023 in Bedford, Texas. From July 2021 to April 2023, he served as Vice President, Global Real Estate and Development at Game Stop in Dallas, Texas. Previously, from September 2014 to July 2021, he held various positions with Amazon, most recently serving as Head of Real Estate – Amazon Go, Amazon Style, and New Concepts in Dallas, Texas.

Eric Schechterman, CFE – Vice President of Franchise Finance: Eric Schechterman has served as ~~our~~the Vice President of Franchise Finance of Unleashed Services since April 2023 in Bedford, Texas. Previously, from April 2011 to February 2023, he held several positions with Benetrends Financial, most recently serving as Chief Development Officer from April 2017 to February 2023 in Philadelphia, Pennsylvania. He currently also serves as Senior Advisor to Lander Analytics, and has held that position since January 2014 in New York, New York.

Josh Barker – Vice President of Franchise Recruitment: Josh Barker has served as Unleashed Services' Vice President of Franchise Recruitment since August 2021 in BedfordHouston, Texas. Previously, he served as the Vice President of Franchise Development at Neighborly in Waco, Texas from October 2020 to August 2021. At Christian Brothers Automotive in Houston, Texas, he served as the Franchise Development Manager from June 2017 to April 2018 and Director of Franchise Development from April 2018 to October 2020. From June 2015 to June 2017, he was the General Manager at Air Power Services Inc. in Houston, Texas. Josh serves in his present capacities in Bedford, Texas.

ITEM 3: LITIGATION

PENDING LITIGATION AGAINST FRANCHISEES TO COLLECT ROYALTY PAYMENTS

Sylvan Learning, LLC v. Renryder, LLC and Federico Sandoval (Cause No. 4248-21-C, District Court for Hidalgo County, Texas).

LITIGATION AGAINST FRANCHISOR AFFILIATES

In the Matter of Snapology Community Programs, L.P. and its successor Snapology, LLC, Administrative Proceeding Before the Securities Commissioner of Maryland, Case No. 2015-0429. As a result of an investigation into the franchise related activities of Snapology Community Programs, L.P. and its successor Snapology, LLC, the Maryland Securities Commissioner (“Commissioner”) concluded that grounds existed to allege that Snapology violated the registration and disclosure provisions of the Maryland Franchise Law in relation to the offer and sale of a Snapology franchise. In responding to inquiries from the Maryland Securities Division, Snapology acknowledged that, during the time it was not registered to offer and sell franchises in Maryland, it entered into two separate License and Training Service Agreements in Maryland that the Commissioner concluded constituted the sale of two franchises. Snapology represented that it has offered rescission to one of those franchisees. On January 15, 2016, the Commissioner and Snapology entered into a consent order whereby Snapology, without admitting or denying any violations of the law, agreed to: immediately and permanently cease from the offer and sale of franchises in violation of the Maryland franchise law; complete registration of its franchise offering in Maryland; and, offer rescission to the remaining franchisee who was sold a franchise in Maryland while Snapology was not registered with the State.

~~The Commissioner of Financial Protection and Innovation v. Premier Franchising Group, LLC doing business as Premier Martial Arts International and/or Premier Martial Arts. On November 18, 2021, we entered into a consent order with the California Commissioner of Financial Protection and Innovation related to four licensees of PMAI. The Commissioner found that PMAI offered and sold at least four franchises in California without being registered with the Commissioner or exempt, in violation of Section 31110 of the California Franchise Investment Law. The Commissioner further found that we and PMAI willfully omitted to state in subsequent franchise registration applications the material fact that PMAI had at least four California studios, in violation of Section 31200 of the California Franchise Investment Law. Pursuant to the consent order, we agreed to (1) refrain from violating Sections 31110 and 31200, (2) pay a \$10,000 administrative penalty, (3) file a post effective Amendment updating our current registration to include the consent order, and (4) disclose the existence of each and every California studio in Item 20 and in the exhibit list of current and former franchisees in any PMA disclosure document filed with the Commissioner moving forward.~~

~~Unleashed Services, LLC vs. Tom Pabin vs. Josh Wall, pending in the 48th Judicial District of Tarrant County, Texas, bearing Cause No. 48-346174-23. On September 18, 2023, Unleashed Services, LLC (“Unleashed”) filed its Original Petition against Thomas Pabin (“Pabin”) requesting the issuance of a Declaratory Judgment to construe the terms of Mr. Pabin’s employment agreement and the rights, duties, status, and legal relations of Unleashed and Pabin under such employment agreement. On February 22, 2024, Pabin, in response to Unleashed’s Motion to Dismiss the claims asserted in Pabin’s Counterclaim and Third Party Petition, filed his First Amended Counterclaim against Unleashed and Third Party Petition against Josh Wall. Within this Counterclaim and Third Party Petition, Pabin has alleged (1) Unleashed breached the employment agreement and Pabin is entitled to a severance payment; (2) breach of contract/promissory estoppel against Unleashed and Wall related to the subject asset purchase agreement (“APA”) and payment of a potential earnout; (3) fraud as against Unleashed and Wall related to the calculation of the earnout set forth in the APA; (4) indemnification as against Unleashed and (5) requested a declaratory judgment interpreting the rights, duties, status, and legal relations of the parties under the APA and employment agreement. Unleashed strongly denies all allegations asserted against it and Wall and believes no sums are due Pabin under the applicable agreements.~~

UATP Management, LLC v. Leap of Faith Adventures, LLC, District Court of Tarrant County, Texas Case No. 017-300796-18. On July 9, 2018, UATP filed this lawsuit (“Petition”) against the defendant Leap of Faith Adventures, LLC (“LOFA”), that, at the time of filing, was a distributor and installer of attractions used in Urban Air Adventure Parks. UATP claimed that LOFA had stopped paying UATP rebates on revenue LOFA received from selling attractions to UATP franchisees, alleging breach of contract and tortious interference and have since added a fraud and fraudulent inducement claims. UATP is seeking compensatory damages in excess of \$6.5 million on ~~our~~ various claims, attorneys’ fees, and costs. LOFA answered UATP’s Petition on August 13, 2018 and filed a counterclaim on October 31, 2018. LOFA alleged, among other things, conversion, breach of contract, interference with business relationships, violation of the Texas Theft Liability Act, and theft of trade secrets arising primarily from UATP’s alleged interference with LOFA’s contracts with ~~our~~ franchisees and relationships with other entities, all for the supposed purpose of bringing in house, to the exclusion of LOFA, the installation of attractions at Urban Air Adventure Parks. LOFA seeks unspecified compensatory and exemplary damages, equitable relief, and attorneys’ fees. On March 29, 2019, the Court granted UATP’s motion to dismiss certain of LOFA’s counterclaims, in particular the trade secrets claim. After UATP appealed the Court’s order, the Court of Appeals on May 4, 2021, dismissed additional claims asserted by LOFA, leaving only claims for, among other things, interference with contracts and business relationships with ~~our~~ UATP’s franchisees, conversion, breach of contract, and violation of the Texas Theft Liability Act. Before the Appellate Court’s ruling, LOFA filed its own new petition on September 10, 2020, against certain of UATP’s affiliates and principals, including Michael Browning, Jr. and Stephen Polozola, which was consolidated with the lawsuit described in this paragraph. In an effort to resolve the matter and bring it to a final conclusion, the case was dismissed with prejudice following the execution of a confidential settlement agreement, wherein UATP Management, LLC and Leap of Faith Adventures, LLC released all claims against each other without admission of any liability in exchange for a one-time payment of five million dollars to Leap of Faith Adventures, LLC.

The Commissioner of Financial Protection and Innovation v. Premier Franchising Group, LLC doing business as Premier Martial Arts International and/or Premier Martial Arts. On November 18, 2021, PMA entered into a consent order with the California Commissioner of Financial Protection and Innovation related to four licensees of PMAI. The Commissioner found that PMAI offered and sold at least four franchises in California without being registered with the Commissioner or exempt, in violation of Section 31110 of the California Franchise Investment Law. The Commissioner further found that we and PMAI willfully omitted to state in subsequent franchise registration applications the material fact that PMAI had at least four California studios, in violation of Section 31200 of the California Franchise Investment Law. Pursuant to the consent order, we agreed to (1) refrain from violating Sections 31110 and 31200, (2) pay a \$10,000 administrative penalty, (3) file a post-effective Amendment updating PMA’s current registration

to include the consent order, and (4) disclose the existence of each and every California studio in Item 20 and in the exhibit list of current and former franchisees in any PMA disclosure document filed with the Commissioner moving forward.

Unleashed Services, LLC vs. Tom Pabin vs. Josh Wall, pending in the 48th Judicial District of Tarrant County, Texas, bearing Cause No. 48-346174-23. On September 18, 2023, Unleashed Services, LLC (“Unleashed”) filed its Original Petition against Thomas Pabin (“Pabin”) requesting the issuance of a Declaratory Judgment to construe the terms of Mr. Pabin’s employment agreement and the rights, duties, status, and legal relations of Unleashed and Pabin under such employment agreement. On February 22, 2024, Pabin, in response to Unleashed’s Motion to Dismiss the claims asserted in Pabin’s Counterclaim and Third-Party Petition, filed his First Amended Counterclaim against Unleashed and Third-Party Petition against Josh Wall. Within this Counterclaim and Third-Party Petition, Pabin has alleged (1) Unleashed breached the employment agreement and Pabin is entitled to a severance payment; (2) breach of contract/promissory estoppel against Unleashed and Wall related to the subject asset purchase agreement (“APA”) and payment of a potential earnout; (3) fraud as against Unleashed and Wall related to the calculation of the earnout set forth in the APA; (4) indemnification as against Unleashed and (5) requested a declaratory judgment interpreting the rights, duties, status, and legal relations of the parties under the APA and employment agreement. Unleashed strongly denies all allegations asserted against it and Wall and believes no sums are due Pabin under the applicable agreements.

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

ITEM 4: BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: INITIAL FEES

License Agreement

The initial license fee is \$36,900, which includes the licenses for the optional Sylvan Edge Package and ACE IT! Program. All initial license fees are non-refundable and payable in full when you sign the Sylvan License Agreement, EDGE Package License Agreement, and the ACE IT! Tutoring System License Agreement.

Multi-Territory Incentive Plan

If we award you multi-unit development rights, you must sign our “Multi-Territory Incentive Plan,” which is an amendment to the License Agreement and attached to this disclosure document as Exhibit D, and pay a development fee (the “Development Fee”) for the respective number of territories:

Number of Territories	Total Development Fees
One Territory	\$36,900
Two Territories	\$56,900
Three Territories	\$76,900

The Development Fee you must pay under the Multi-Territory Incentive Plan (a) includes the initial license fees payable by you for the license agreements to be developed, (b) will be due in a lump sum payment upon the signing of the Multi-Territory Incentive Plan, and (c) is fully earned and non-refundable in consideration of administrative and other expenses we incur in entering into the Multi-Territory Incentive Plan, and for our lost or deferred opportunities to enter into the Multi-Territory Incentive Plan with others. The Development Fee is uniform for all developers.

Incentives

TYPE OF FEE ¹	AMOUNT	DUE DATE ⁴	REMARKS
Territory Advertising Minimum for Local Advertising and Co-op Expenditures ⁵	8% of monthly gross revenues, capped at a maximum of \$40,000 per territory per calendar year. ^{2,3} Optional programs: 3% of monthly gross revenues derived from the Sylvan Edge Program 12% of monthly gross revenues derived from the Ace-It! Program	Payment liability accrues monthly, up to the cap.	Paid to third-party vendors you select and/or your co-op. Local advertising expenditures are always required, and you will incur them either through advertising activities you undertake directly and/or through a local or regional advertising co-op. We can request that you contribute 100% of your required local advertising expenditure to an advertising co-op. Non-refundable.
1-800-Educate or Other Toll-Free Number	Currently \$0.20/minute	Payable by the 25th day of each month.	Invoicing for these fees commences after 30 seconds have elapsed, and fees accrue in six-minute increments. These fees are billed on franchisees' monthly billing statement following the month that the charges are incurred. Non-refundable.
Hub Technology Platform	Currently \$114/Center per month	Payable by the 25th day of each month.	Sylvan requires full utilization of the Hub Technology Platform in all Centers. Hub fees are included on franchisees' monthly billing statements for each Center. Non-refundable.
Audit ⁶	Cost of audit, plus late fee on deficiency. ⁶	Upon billing.	This charge applies only if the audit discloses that you failed to pay 3% or more of the fees actually due to us during the period covered by the audit. Non-refundable.
Contact Center Program Fee ⁷	\$700 flat fee per month plus \$10/inquiry (Model A) or \$350 flat fee per month plus \$30/inquiry (Model B).	Payable by the 25th day of each month.	Payable for call center services that are provided in connection with Sylvan's "Contact Center Program." Participating franchisees select their payment model based upon their anticipated call volume. This charge does not apply until you commence operations and utilize the Contact Center Program services. Monthly required

SUBJECT	HOURS OF IN-PERSON TRAINING	HOURS OF IN-CENTER TRAINING	TRAINING DESCRIPTION	LOCATION
<p>Initial Training Program:</p> <p>Franchisee Certification Part I and II (Note 1)</p>	40	32	<p>Part I: Approximately 3 hours of online self-directed activities, 8 hours of live webinars, 2 hours of on-demand training, followed by one week (40 hours) of live, in-person, training in a Sylvan Learning Center designated by Sylvan.</p> <p>Part II: A series of 9, 1.5-hour live webinars over a three-week period, plus approximately 5.5 hours of independent activities.</p> <p>Several personal consultations are also required and conducted throughout this training. (Duration varies.)</p>	<p>Online in SUN</p> <p>Live Webinars via Zoom</p> <p>In a Sylvan Learning Center of Sylvan's choosing</p> <p>Participants will secure their own travel and lodging arrangements, as necessary.</p>
<p>Optional Training Courses on SUN (Note 2)</p>	0	0	<p>Approximately 100 hours of online self-directed activities and training in addition to the other programs in this table.</p>	Online in SUN
<p>In-Center Training (Note 43)</p>	Approximately 6	0	0	Varies
<p>Annual Conferences (Note 4)</p>	Approximately 24	0	0	In-person; varies
<p>Total</p>	<p><u>70</u></p>	<p><u>32</u></p>	<p><u>100 (Optional)</u></p>	

14. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

affected portion shall nevertheless be enforced to the fullest extent allowed by law, and such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect. The parties hereby declare their intention that they would have executed the remaining portion of this Agreement without including herein any portions which may, for any reason, be declared invalid in the future; provided, however, that if Sylvan determines that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, Sylvan, at its option, may terminate this Agreement..

19. Organization of the Licensee

19.1 Representations. If the Agreement was signed under the Licensee's individual capacity and Licensee then utilizes a Business Entity to operate under this Agreement, then such individuals are required to execute the Sylvan's form of the assignment and assumption agreement assigning this Agreement to the Business Entity within 30 days of the Effective Date. If Licensee is a Business Entity, Licensee makes the following representations and warranties: (1) the Business Entity is duly organized and validly existing under the laws of the state of its formation; (2) it is qualified to do business in the state or states in which the Licensed Business is located; (3) execution of this Agreement and the development and operation of the Licensed Business is permitted by its governing documents; and (4) unless waived in writing by Sylvan, its charter documents and its governing documents shall at all times provide that the activities of the Business Entity are limited exclusively to the development and operation of [The Little GymSylvan](#) businesses. If Licensee is an individual, or a partnership comprised solely of individuals, Licensee make the following additional representations and warranties: (1) each individual has executed this Agreement; (2) each individual shall be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement; and (3) notwithstanding any transfer for convenience of ownership pursuant to Article 9 of this Agreement, each individual shall continue to be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement. "Business Entity" means a corporation, limited liability company, limited partnership, or other entity created pursuant to statutory authority.

19.2 Governing Documents. If Licensee is a corporation, copies of its Articles of Incorporation, bylaws, other governing documents, and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement, and all shareholder agreements, including buy/sell agreements, must be furnished to Sylvan. If Licensee is a limited liability company, copies of its Articles of Organization, operating agreement, other governing documents, and any amendments, including the resolution of the managers authorizing entry into and performance of this Agreement, and all agreements, including buy/sell agreements, among the members must be furnished to Sylvan. If Licensee is a general or limited partnership, copies of its written partnership agreement, other governing documents and any amendments, as well as all agreements, including buy/sell agreements, among the partners must be furnished to Sylvan, in addition to evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if that approval or consent is required by its written partnership agreement or applicable law. When any of these governing documents are modified or changed, Licensee must promptly provide copies of the modifying documents to Sylvan.

19.3 Ownership Interests. If Licensee is a Business Entity, Licensee represents that all of its equity interests are owned as set forth on Attachment B to this Agreement. In addition, if Licensee is a corporation, Licensee shall maintain a current list of all Owners, including owners of record and all beneficial owners of any class of voting securities of the corporation (and the number of shares owned by each). If Licensee is a limited liability company, Licensee shall maintain a current list of all members (and the percentage membership interest of each member). If Licensee is a partnership, Licensee shall maintain a current list of all owners of an interest in the partnership (and the percentage ownership interest of each general and limited partner). Licensee shall comply with Article 9 of this Agreement prior to any change in ownership interests and shall execute any necessary addenda to Attachment C as changes occur to ensure the information contained in Attachment B is true, accurate, and complete at all times. Licensee must also provide a copy of the Business Entity's EIN and execute a new ACH Authorization Agreement (Attachment I), if the EIN changes. "Owner(s)" means you if you are an individual, or each individual or entity holding more than a ten percent equity interest in you if you are a Business Entity (regardless of voting rights), and the licensee individual(s) or entity(ies) that enter into the License Agreement if you are a Business Entity. It includes all officers, directors, and shareholders of a corporation, all managers and members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust. If any Owner is a Business Entity, then the term "Owner" also includes the Owners of that Business Entity.

allegation, challenge, demand, cause of action, lawsuit, arbitration, dispute, controversy, investigation or administrative proceeding.

30. Attachments. The following Attachments are a part of this Agreement and are incorporated herein by reference:

- Attachment A – Territory
- Attachment B – Licensee’s Owners and Key Personnel
- Attachment C – Undertaking and Guaranty
- Attachment D – Confidentiality and Non-Competition Agreement
- Attachment E - Acknowledgment of Request to Contribute to Advertising Cooperative
- Attachment F – Contact Center Franchisee Participation Agreement
- Attachment G – SylvanSync Educational Software License and Terms of Use Agreement
- Attachment H – Telephone Numbers Assignment Agreement
- Attachment I – ACH Authorization Agreement
- Attachment J – Dashboard Access Agreement
- Attachment K – Bright Horizons Participation Agreement
- Attachment L – mySylvan Marketplace+ Franchisee Participation Pilot Agreement

31. Acknowledgements.

~~31.11.1 Reasonable Restrictions.~~

~~You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement, including, without limitation, the covenants not to compete, the restrictions on assignment, and the rights, obligations, and remedies conferred upon you under this Agreement. You acknowledge that such restrictions, rights, obligations, and remedies: (1) are reasonable, including, but not limited to, their term and geographic scope; (2) are designed to preclude competition which would be unfair to Sylvan; (3) are fully required to protect Sylvan’s legitimate business interests; and, (4) do not confer benefits upon Sylvan that are disproportionate to your detriment.~~

~~[Please initial to acknowledge that you have read and understand this Paragraph 31.1]~~

~~31.231.1 Patriot Act.~~

You represent and warrant that to your actual knowledge: (i) neither Licensee, nor its officers, directors, managers, members, partners or other individual who manages the affairs of Licensee, nor any Licensee affiliate or related party, or any funding source for the Licensed Business, is identified on the lists of Blocked Persons, Specially Designated Nationals, Specially Designated Terrorists, Specially Designated Global Terrorists, Foreign Terrorists Organizations, and Specially Designated Narcotics Traffickers at the United States Department of Treasury’s Office of Foreign Assets Control (OFAC), or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, commonly known as the “USA Patriot Act,” as such lists may be amended from time to time (collectively, “Blocked Person(s)"); (ii) neither Licensee nor any Licensee affiliate or related party is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (iii) neither Licensee nor any Licensee affiliate or related party is acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (iv) neither Licensee nor any Licensee affiliate or related party are on the United States Department of Commerce Denied Persons, Entity and Unverified Lists, or the United States Departments of State’s Debarred List, as such lists may be amended from time to time (collectively, the “Lists”); (v) neither Licensee nor any Licensee affiliate or related party, during the term of this Agreement, will be on any of the Lists or identified as a Blocked Person; and (vi) during the term of this Agreement, neither Licensee nor any Licensee affiliate or related party will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists or identified as a Blocked Person. You agree to notify Sylvan in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect.

[Please initial to acknowledge that you have read and understand this Paragraph 31.2] _____ 11 _____

The acknowledgments in clauses 30.331.2 through 30.331.8 below apply to all franchisees and franchises except not to any franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

31.2 Reasonable Restrictions.

You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement, including, without limitation, the covenants not to compete, the restrictions on assignment, and the rights, obligations, and remedies conferred upon you under this Agreement. You acknowledge that such restrictions, rights, obligations, and remedies: (1) are reasonable, including, but not limited to, their term and geographic scope; (2) are designed to preclude competition which would be unfair to Sylvan; (3) are fully required to protect Sylvan's legitimate business interests; and, (4) do not confer benefits upon Sylvan that are disproportionate to your detriment.

[Please initial to acknowledge that you have read and understand this Paragraph 31.2] _____

31.3 Receipt of Disclosure Document.

You hereby acknowledge that you received from Sylvan its current franchise disclosure document, together with a copy of all proposed agreements related to the sale of the Franchise, at least 14 calendar days prior to the execution of this Agreement or at least 14 days before you paid us any consideration in connection with the sale or proposed sale of the Franchise granted by this Agreement.

[Please initial to acknowledge that you have read and understand this Paragraph 31.3] _____

31.4 Receipt of Agreement.

You hereby acknowledge that you received from Sylvan this Agreement with all blanks filled in at least seven calendar days prior to the execution of this Agreement. You represent that you have read this Agreement in its entirety and that you have been given the opportunity to clarify any provisions that you did not understand and to consult with an attorney or other professional advisor. You further represent that you understand the terms, conditions, and obligations of this Agreement and agree to be bound thereby.

[Please initial to acknowledge that you have read and understand this Paragraph 31.4] _____

31.5 Independent Investigation.

You acknowledge and represent that you are entering into this Agreement, all attachments hereto, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of all aspects relating to the Licensed Business, and not as a result of any representations about Sylvan or your reliance on any such representations (if made) by its stakeholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to you pursuant to applicable law. You have been advised and given the opportunity to independently investigate, analyze, and construe the business opportunity being offered under this Agreement, the terms and provisions of this Agreement, and the prospects for the Licensed Business, using the services of legal counsel, accountants, or other advisers of your own choosing; you have either consulted with these advisors or have deliberately declined to do so. You further recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your skills and ability as an independent business person. This offering is not a security as that term is defined under applicable federal and state securities laws.

[Please initial to acknowledge that you have read and understand this Paragraph 31.5] _____

31.6 No Representations; No Reliance.

You acknowledge and represent that, except for representations made in Sylvan's current franchise disclosure document, neither Sylvan nor its Affiliates, nor any of their respective stakeholders, officers, directors, employees, agents, representatives, independent contractors, has made any representations, warranties, or guarantees, express or implied, as to the potential revenues, profits, expenses, sales volume, earnings, income, or services of the business venture contemplated under this Agreement, and that you have not relied on any such representations (if made) in making your decision to purchase an Sylvan Learning® and SylvanSync® franchise. You further acknowledge and represent that neither Sylvan nor its representatives have made any statements inconsistent with the terms of this Agreement.

[Please initial to acknowledge that you have read and understand this Paragraph 31.6] _____

31.7 No Financial Performance Representations; No Reliance.

You specifically acknowledge that the only financial performance information furnished by Sylvan is set forth in Item 19 of its current franchise disclosure document; that no officer, director, employee, agent, representative or independent contractor of Sylvan is authorized to furnish you with any other financial performance information; that, if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Paragraph 24.G., “financial performance information” means information given, whether orally, in writing, or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or Sylvan-owned facilities.

[Please initial to acknowledge that you have read and understand this Paragraph 31.7] _____

31.8 No License Representations; No Reliance.

You acknowledge that neither Sylvan nor its Affiliates, nor any of their respective stakeholders, officers, directors, employees, agents, representatives, independent contractors, has made any representation or statement on which you have relied regarding your ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by this Agreement

[Please initial to acknowledge that you have read and understand this Paragraph 31.8] _____

IN WITNESS WHEREOF, the parties hereto have set their respective hands, as of the Effective Date indicated on the Summary Page.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

By: _____
~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

LICENSEE:

a _____ limited liability company,

By: _____
, its Member

CALIFORNIA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of California that are subject to the California Franchise Investment Law (the "Act") and is for the purpose of complying with California statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act, as set forth in this Amendment, or otherwise. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

Franchisor and Franchisee hereby agree that the License Agreement dated _____, will be amended as follows:

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.
2. Covenants not to compete which extend beyond the term of the License Agreement may not be enforceable under California law.
3. To the extent the California Franchise Investment Law applies, it shall prevail over any conflicting provisions of the License Agreement.
4. No disclaimer, questionnaire, clause or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.
5. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[____],
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
~~Susan Valverde, President~~

By: _____
[____], its [_____]

HAWAII RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of Hawaii that are subject to the Franchise Investment Law of the State of Hawaii ("the Act") and is for the purpose of complying with Hawaii statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the License Agreement dated _____, _____, hereby agree that the License Agreement will be amended as follows:

In recognition of the requirements of the Franchise Investment Law of the State of Hawaii, the parties to the Sylvan License Agreement (the "Agreement") agree as follows:

1. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[_____] ,
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
~~Susan Valverde, President~~

By: _____
[_____] , its [_____]

ILLINOIS RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of Illinois that are subject to the Illinois Franchise Disclosure Act (the “Act”) and is for the purpose of complying with Illinois statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the License Agreement dated _____, _____, hereby agree that the License Agreement will be amended as follows:

1. Illinois law governs the License Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[_____] ,
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

By: _____
[_____] , its [_____]

MARYLAND RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of Maryland that are subject to the Maryland Franchise Registration and Disclosure Law (the “Act”) and is for the purpose of complying with Maryland statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

Franchisor and Franchisee hereby agree that the License Agreement dated _____, 20___, will be amended as follows:

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.
2. Section 9.3.9 of this License Agreement is hereby deleted in its entirety and the following is inserted in its place:

9.3.9 The transferor shall have executed a general release under seal where required, in a form satisfactory to Sylvan, of any and all claims against Sylvan, its subsidiaries, affiliates and their officers and directors, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement; provided, however, any such general release executed by the licensee upon transfer of the License Agreement shall not include any waiver of rights to which the licensee may be entitled under the Maryland Franchise Registration and Disclosure Law.

3. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Section 30 of this License Agreement is modified as described below.

a. Sections 30.2, 30.3, and 30.6 are hereby deleted in their entirety.

b. Sections 30.1 and 30.4 are hereby deleted in their entirety and replaced by the following new Sections 30.1 and 30.4:

30.1 LICENSEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND UNDERSTANDS AND ACKNOWLEDGES THAT THE SUCCESS OF THE BUSINESS VENTURE IS DEPENDENT IN PART UPON THE BUSINESS ABILITIES AND PARTICIPATION OF LICENSEE AND ITS EFFORTS AS AN INDEPENDENT BUSINESS OPERATOR. SYLVAN EXPRESSLY DISCLAIMS THE MAKING OF, AND LICENSEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED OR RELIED UPON, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE SITE AS A SUCCESSFUL LOCATION FOR THE LICENSED BUSINESS.

30.4 LICENSEE ACKNOWLEDGES THAT SYLVAN OR ITS AGENT HAS PROVIDED LICENSEE WITH A FRANCHISE DISCLOSURE DOCUMENT NOT LATER THAN THE EARLIER OF THE FIRST PERSONAL MEETING HELD TO DISCUSS THE SALE OF A LICENSE (IF LICENSEE IS IN IOWA OR NEW YORK), OR FOURTEEN (14) DAYS

BEFORE THE EXECUTION OF THIS AGREEMENT OR BEFORE ANY PAYMENT OF ANY CONSIDERATION (TEN (10) BUSINESS DAYS IF LICENSEE IS IN NEW YORK).

5. With respect to Section 30 in the License Agreement, as written in the License Agreement, and not amended by this Rider, Franchisor may review the questions and acknowledgments with you during our pre-closing meeting, and may take notes of your verbal responses for our records.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[____],
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

By: _____
[____], its [_____]

MINNESOTA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of Minnesota that are subject to the Minnesota Franchise Act (Minn. Stat. Sec. 80C.1 et seq., the “Act”) and is for the purpose of complying with Minnesota statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the License Agreement dated _____, _____, hereby agree that the License Agreement will be amended as follows:

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding the provisions of Section 11 of this License Agreement, in the event of Licensee's breach of this License Agreement, Licensor may terminate or cancel the License if (i) Licensor gives Licensee written notice setting forth all the reasons for such termination or cancellation to the Licensee at least ninety (90) days in advance of such termination or cancellation, and (ii) Licensee fails to correct the reasons stated for termination or cancellation in the notice within sixty (60) days of receipt of the notice; except that the notice shall be effective immediately upon receipt where the alleged grounds are:

- (i) Voluntary abandonment of the licensed business or license relationship by the Licensee;
- (ii) The conviction of the Licensee in a court of competent jurisdiction of an offense directly related to the business conducted pursuant to the License; or
- (iii) Failure to cure a default under the License Agreement which materially impairs the goodwill associated with the Licensor's trade name, trademark, service mark, logotype or other commercial symbol after the Licensee has received written notice to cure at least twenty-four (24) hours in advance of such termination.

3. Licensor may not terminate or cancel a License except for good cause, which shall be defined as failure by the Licensee substantially to comply with those reasonable requirements imposed by the License Agreement including, but not limited to, (1) the bankruptcy or insolvency of Licensee; (2) assignment for the benefit of creditors or similar disposition of the assets of the licensed business; (3) voluntary abandonment of the licensed business; (4) conviction or a plea of guilty or no contest to a charge of violating any law relating to the licensed business; or (5) any act by or conduct of Licensee which materially impairs the goodwill associated with the Licensor's trademark, trade name, service mark, logotype or other commercial symbol.

4. Section 3 of the License Agreement shall be amended by adding the following additional Subparagraph 3.3:

Sylvan reserves the right, in its sole discretion, to designate one or more new, modified or replacement Names or Marks for use by Licensee and to require the use by Licensee of any such new, modified or replacement Names or Marks in addition to or in lieu of any previously designated Names or Marks.

Sylvan will indemnify a Minnesota Licensee for damages for which such Licensee is held liable in any proceeding arising out of the use of the "Sylvan Learning Center" mark provided that the Licensee has used the mark properly and has notified Sylvan of any claim against the Licensee within ten days of Licensee's knowledge of such claim. Sylvan shall have sole control of any litigation involving the marks. Sylvan's indemnification obligation shall not apply to any licensee residing outside the State of Minnesota who purchases a license to be located outside of Minnesota.

5. Section 13 of the License Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

13. Remedies.

Nothing herein contained shall bar Licensor's right to seek to obtain injunctive relief against threatened conduct that may cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

6. The provisions of Section 20 of the License Agreement shall not in any way abrogate or reduce any rights of the licensee as provided for in Minnesota Statutes 1992, Chapter 80C, including the right to submit matters to the jurisdiction of the court of Minnesota.

7. Minnesota Rule 2860.4400D (the "Rule") provides that it is unfair or inequitable to require a franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes. To the extent of a conflict between the Rule and any provision of the Franchise Agreement, the Rule shall prevail.

8. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or ~~acknowledgment~~acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed ~~in connection~~ with the franchise.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[____],
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

By: _____
[____], its [_____]

NEW YORK RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of New York that are subject to the New York Franchise Act (New York State General Business Law, Article 33, Sec. 680 et seq., the "Act") and is for the purpose of complying with New York statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the License Agreement dated _____, _____, hereby agree that the License Agreement will be amended as follows:

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding the provisions of Section 9.3.4 of the License Agreement, the Parties agree that all rights enjoyed by the Licensee and any cause of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force, it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

3. Section 20 of the License Agreement is hereby amended by adding the following additional sentence at the end thereof: "The foregoing choice of law should not be considered a waiver of any rights conferred upon Licensee by the provisions of Art. 33 of the New York G.B.L."

4. Paragraph 9.3.9 of the License Agreement is hereby deleted in its entirety and the following is inserted in its place: "The transferor shall have executed a general release under seal where required, in a form satisfactory to Sylvan, of any and all claims against Sylvan its subsidiaries, affiliates and their officers and directors, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement; provided, however, that all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of New York State and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law of New York State be satisfied."

5. The first sentence of Section 11.5 of the License Agreement is amended to read: "Licensee may terminate this License Agreement for any reason by giving of a one hundred twenty (120) day written notice to Sylvan; however, the Licensee may utilize whatever legal right he may possess to suspend or discontinue operations due to a material breach by Sylvan."

6. Section 9.1 of the License Agreement is hereby amended by adding the following additional sentence at the end thereof: "Sylvan shall make a good faith effort to ascertain that any such successor or assign possesses the economic resources to fulfill Sylvan's obligations to its licensees."

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[____],
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
~~Susan Valverde, President~~

By: _____
[____], its [_____]

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

By: _____
~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

LICENSEE:

[_____] ,
a [_____]

By: _____
[_____] , its [_____]

RHODE ISLAND RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of Rhode Island that are subject to the Rhode Island Franchise Investment Act (the "Act") and is for the purpose of complying with Rhode Island statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the License Agreement dated _____, ____ hereby agree that the License Agreement will be amended as follows:

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Section 20 of the License Agreement is amended by adding the following language at the end thereof:

“Notwithstanding the foregoing, to the extent Rhode Island law applies and so requires, nothing herein shall require Licensee to bring suit only in a forum outside of Rhode Island or operate to limit Licensee's rights under the Rhode Island Franchise Act.”

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[____],
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

By: _____
[____], its [_____]

SOUTH DAKOTA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of South Dakota that are subject to the South Dakota Franchise Investment Law (the “Act”) and is for the purpose of complying with South Dakota statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the License Agreement dated _____, ____ hereby agree that the License Agreement will be amended as follows:

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding the provision in Section 11 of the License Agreement providing that Sylvan give at least 10 days’ notice of termination for monetary defaults by Licensee, Sylvan shall give Licensee a Notice of Default providing Licensee at least thirty (30) days to cure such defaults. If Licensee cures a non-payment default before the cure date stated in the Notice of Default, the Notice of Default shall no longer be effective.

3. Section 12 of the License Agreement is amended by the addition of the following language as Paragraph 12.7:

"Notwithstanding the foregoing, to the extent the provisions of Section 12 concerning restrictive covenants conflict with South Dakota law, South Dakota law shall prevail."

4. Section 13 is amended to read as follows:

“Licensee acknowledges that Licensor’s remedy at law for Licensee’s breach of Section 3, 12.1 or 12.5 would be inadequate and that, accordingly, in such events, Licensor shall be entitled to immediate injunctive relief. In addition to, and not in derogation of, the right to obtain an injunction, Licensor shall be entitled to any damages available under the law.”

5. Section 20 of the License Agreement is amended by the addition of the following language at the end of it:

"Notwithstanding the foregoing, (i) the law regarding license registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of the State of Texas; and (ii) any provision which designates jurisdiction or venue or requires the licensee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.”

6. Every contract in which the amount of damage or compensation for breach of an obligation is determined in anticipation thereof is void to that extent except the parties may agree therein upon an amount presumed to be the damage for breach in cases where it would be impractical or extremely difficult to fix actual damages. SDCL 53-9-5.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[____],
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
~~Susan Valverde, President~~

By: _____
[____], its [_____]

VIRGINIA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

This Amendment pertains to franchises sold in the State of Virginia that are subject to the Virginia Retail Franchising Act (the “Act”) and is for the purpose of complying with Virginia statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the License Agreement dated _____, ___, hereby agree that the License Agreement will be amended as follows:

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

“According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

3. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the Effective Date.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[_____] ,
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
~~Susan Valverde, President~~

By: _____
[_____] , its [_____]

WASHINGTON ADDENDUM TO THE LICENSE AGREEMENT, ACKNOWLEDGEMENT AND REPRESENTATIONS STATEMENT, FRANCHISE DISCLOSURE QUESTIONNAIRE, AND RELATED AGREEMENTS

This Amendment pertains to franchises sold in the State of Washington that are subject to the Washington Franchise Investment Protection Act (the “Act”) and is for the purpose of complying with Washington statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the License Agreement dated _____, ____ hereby agree that the License Agreement will be amended as follows:

Notwithstanding anything to the contrary contained in the License Agreement, to the extent that the License Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

RCW 19.100.180 may supersede the License Agreement in your relationship with the licensor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the License Agreement in your relationship with the licensor including the areas of termination and renewal of your franchise.

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

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a licensee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the licensor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the License Agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the Effective Date.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

[____],
a [_____]

By: _____
~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

By: _____
[____], its [_____]

**SYLVAN LEARNING® AND SYLVANSYNC®
LICENSE AGREEMENT**

ATTACHMENT A

TERRITORY

Section 1.3 The boundaries of the Territory include the following portions of the zip codes and the map, where boundaries of the map control if there is a conflict with the zip codes: .

[To Be Attached.]

Section 1.6 Primary Center address:

Section 1.7 Additional Center address, if applicable:

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Attachment A to be effective as of the Effective Date.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

a , limited liability company

By: _____
John McAuliffe, Chief Executive Officer
Susan Valverde, President

By: _____
, its Member

**SYLVAN LEARNING® AND SYLVANSYNC®
LICENSE AGREEMENT**

ATTACHMENT F

Contact Center

[New] Licensee Participation Agreement

This Contact Center Licensee Participation Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) by and between Sylvan Learning, LLC (“Sylvan”), a Delaware limited liability company, with a principal place of business at 2350 Airport Freeway, Suite 505, Bedford, TX ~~76027~~76022, and _____ (“Licensee”), with a principal place of business at _____, Center #: **Error! Reference source not found.** Payment Option (Model A or B): _____.

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

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

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

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

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

- Services.** During the Term hereof, Sylvan shall cause Working Solutions to provide, on behalf of Licensee for the Territories and Participating Center(s) set forth in this Agreement, the Services specified in Attachment A which is attached hereto and incorporated herein by reference, and which may be revised from time to time as indicated in Sylvan’s operations manual or other written notice. Licensee acknowledges that Working Solutions is responsible for all Services; Sylvan assumes no liability hereunder for any failure by Working Solutions to perform the Services.
- Payment; Billing.** Licensee shall select one of the two payment options set forth below each Participating Center by selecting the full-service (low variable fee) option (“Model A”), or the full service (low fixed fee) option (“Model B”) as indicated in the header of this Agreement:

Fee Type	Model A - Low Variable Fee	Model B – Low Fixed Fee
Flat Fee	\$700 per Month	\$350 per Month
Variable Fee	\$10 per Inquiry	\$30 per Inquiry

Licensee shall have the option to modify its selection one (1) time for each Participating Center during the Initial Term hereof by providing thirty (30) days’ prior written notice to Sylvan. Licensee may elect to add one (1) or more Center(s) to participate to receive Services pursuant to this Agreement after the Effective Date hereof by providing thirty (30) days’ prior written notice to Sylvan (email notice shall be deemed sufficient). Sylvan shall invoice Licensee monthly for Services provided to each Participating Center under this Agreement during any portion of the preceding month; Sylvan shall not prorate the payments due under any circumstances. Payments shall be due in accordance with Licensee’s obligations concerning payment of accounts as set forth in the License Agreement(s).

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

If Licensee fails to provide such notice as required above, and Sylvan terminates Licensee’s License Agreement(s) as a result of such closure(s), Licensee shall be charged an “Early Termination Fee” equal to the sum of the payments

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

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

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

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

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

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

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

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

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

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

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

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

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

By: _____
John McAuliffe, Chief Executive Officer
Susan Valverde, President

LICENSEE:

a _____ limited liability company

By: _____
, its Member

Software enrollment terms constitute the complete agreement between You and Sylvan and supersede all prior or contemporaneous agreements or representations, written or oral, concerning its subject matter. Only the English version of this License is binding. Versions in other languages merely constitute a convenience translation for You and shall not be legally binding. Pre-printed terms and conditions contained in any purchase order or other ordering document shall have no force or effect. The provisions of Section 2 through and including Section 8 hereof shall survive expiration or termination of this License.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Attachment G to be effective as of the Effective Date.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

LICENSEE:

,
a limited liability company

By: _____
~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

By: _____
, its Member

3. Miscellaneous. The validity, construction and performance of this Assignment shall be governed by the laws of the State of Texas. All agreements, covenants, representations, and warranties made herein shall survive the execution hereof. All rights of the Assignee shall inure to its benefit and to the benefit of its successors and assigns.

In witness whereof, the undersigned, intending to be legally bound, have executed this Telephone Numbers Assignment Agreement to be effective on the day and year first written above.

ASSIGNEE:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

By: _____

~~John McAuliffe, Chief Executive Officer~~
Susan Valverde, President

ASSIGNOR:

,
a limited liability company

By: _____

, its Member

By: _____
~~John McAuliffe, Chief Executive Officer~~ Susan
Valverde, President



**mySylvan Marketplace+SM
Franchisee Participation Pilot Agreement**

This mySylvan Marketplace+SM Franchisee Participation Pilot Agreement (this “Pilot Agreement”) is entered into (the “Effective Date”) by and between Sylvan Learning, LLC (“Sylvan”) and (“Franchisee” or “Licensee”) concerning certain operations within Sylvan Learning Territory # (the “Territory”), governed by that certain Sylvan Learning License Agreement # , dated , to which Franchisee and Sylvan are each a party (the “License Agreement”).

WHEREAS, Sylvan, pursuant to rights granted to it by third parties, has developed and plans to develop further certain proprietary technology, digital assets, systems, business methods, techniques, and methodologies designed to be used in connection with portable proprietary computer systems and the Internet to provide an online digital marketplace accessible via web browser and mobile applications available on Android and iOS devices (the “Marketplace Platform”) through which Sylvan facilitates scheduling of and payment for tutoring services offered by independent contractors to customers;

WHEREAS, Sylvan, pursuant to its rights, desires to expand the area in which it advertises and offers services through the Marketplace Platform;

WHEREAS, Franchisee desires to participate in such expansion on a pilot basis, subject to the terms and conditions of this Pilot Agreement;

WHEREAS, Sylvan has agreed to expand the Marketplace Platform to Franchisee’s Territory on a pilot basis (the “Pilot”), subject to the terms and conditions of this Pilot Agreement;

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

1. **Incorporation**. The foregoing recitals shall be incorporated herein by reference.
2. **General**. The Pilot, through the Marketplace Platform, is designed to (a) connect consumers seeking one-on-one supplemental education services for students in grades K-12 (each a “Consumer”) with qualified, professional tutors contracted by Sylvan who are able to meet the requested learning needs (each a “Tutor”); (b) facilitate scheduling of tutoring sessions directly between the Consumer and the selected Tutor (each a “Marketplace Tutoring Session”) at ~~the Consumer’s home or other a~~ mutually agreed upon location acceptable to Sylvan, including through live, online platforms; (c) enable and process direct online payment by the Consumer to the Tutor; and (d) collect the administrative fees (“Tutor Fees”) owed by Tutor to Sylvan in connection with each Marketplace Tutoring Session delivered by the Tutor. Tutors are recruited and screened by Sylvan; once approved, they enter into an independent contractor agreement (the “Tutor Agreement”) with Sylvan, contingent upon the successful completion of a background investigation. Pursuant to the Tutor Agreement, each Tutor has the right to deliver tutoring services to students under the “Sylvan In-Home” or “mySylvan Marketplace+” brand names. Sylvan reserves the rights to rebrand the Marketplace Platform, as needed, and to grant or revoke the rights to use such brand names, as applicable. Tutors must set their own cancelation policy, hourly rate, and scheduling availability on their online tutor profiles within the Marketplace Platform. Generally, Marketplace Tutoring Sessions are offered at a one-to-one tutor-student ratio; however, some exceptions are made under certain circumstances. Tutors who are certified teachers may opt to become “Certified in the Sylvan Method” by completing all necessary online SylvanSync product training. Tutors who are Certified in the Sylvan Method may offer SylvanSync Programs (as defined in the License Agreement) to Consumers, and are denoted on the Marketplace Platform with a badge in their online tutor profile. All Tutors must use their own equipment, and Tutors who are Certified in the Sylvan Method must use their own compatible iPads to deliver SylvanSync Programs. Tutors and Consumers directly control their own scheduling of Marketplace Tutoring Sessions through the Marketplace Platform, and all payments are processed automatically upon the completion of a Marketplace Tutoring Session directly through the Marketplace Platform using the credit card saved to the Consumer’s online account.
3. **Sylvan’s Rights**. Pursuant to Paragraph 1.4 of the License Agreement, Sylvan is permitted (a) to operate businesses, and offer and sell services, programs, and products within the Territory which do not comprise a part

Information from use or disclosure using no less than a reasonable degree of care. Franchisee's obligations under this Paragraph shall survive termination of this Pilot Agreement.

15. **Term and Termination.** The term of this Pilot Agreement shall commence on the Effective Date and continue until the earliest to occur of: (a) Franchisee and Sylvan enter into a subsequent agreement (if any) concerning the Marketplace Platform or similar offering; (b) Franchisee terminates this Pilot Agreement pursuant to this Paragraph; (c) Sylvan terminates this Pilot Agreement pursuant to this Paragraph; (d) the License Agreement terminates for any reason; or (e) December 31, ~~2022~~2025. Franchisee may not terminate this Pilot Agreement for any or no reason during the first one hundred twenty (120) days following the Effective Date. Following such initial 120-day period, Franchisee may terminate this Pilot Agreement for convenience upon sixty (60) days' advance written notice to Sylvan. Sylvan may terminate this Pilot Agreement for convenience upon sixty (60) days' prior written notice. Sylvan may terminate this Pilot Agreement immediately upon ten (10) days' prior written notice if (a) Franchisee commits any material breach of this Pilot Agreement or the License Agreement; or (b) Sylvan licenses to a third-party franchisee the right to open and commence operation of a Sylvan Learning Center in an area within close proximity to the Territory such that the area surrounding the Territory is no longer controlled solely by Franchisee or a set of franchisees all willing to participate in the Pilot. The term "day" as used in this Pilot Agreement shall mean a calendar day, rather than a business day.
16. **No Warranties.** FRANCHISEE UNDERSTANDS AND ACKNOWLEDGES THAT THE MARKETPLACE PLATFORM AND THE PILOT GENERALLY ARE BEING PROVIDED HEREUNDER ON AN "AS-IS" BASIS. SYLVAN DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES RELATED TO EACH OF THEM INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
17. **Month-to-Month Basis.** Unless terminated earlier pursuant to Paragraph 15, Sylvan reserves the right to extend this Pilot Agreement on a month-to-month basis for up to twelve (12) months following December 31, ~~2022~~2025, or longer by written notice. During any such period that this Pilot Agreement is so extended, Franchisee may terminate this Pilot Agreement upon 30 days' prior written notice to Sylvan.
18. **Waiver; Release.** Sylvan reserves the right and privilege in its sole discretion as it may deem in the best interest of all concerned in any specific incident, to vary standards for any franchisee participating in the Pilot based upon peculiarities of a particular set of circumstances, demographics, or other conditions which Sylvan deems to be of importance to the successful operation the Pilot. Franchisee shall have no recourse against Sylvan on account of any variations and shall not be entitled to require Sylvan to grant Franchisee like or similar terms. No failure of Sylvan to exercise any power reserved to it by this Pilot Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Sylvan's right to demand exact compliance with the terms herein. No waiver or approval by Sylvan of any particular breach or default by Franchisee, nor any delay, forbearance, or omission by Sylvan to act or give notice of default or to exercise any power or right arising by reason of such default hereunder, shall be considered a waiver or approval by Sylvan of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Pilot Agreement. In consideration of the benefits provided to Franchisee hereunder, Franchisee agrees to fully and completely release, acquit, and forever discharge Sylvan and its affiliates, and each of their respective employees, officers, and directors, collectively, separately, and severally, of and from any and all demands, damages, or claims of every kind and nature whatsoever, foreseen and unforeseen, known or unknown, that arise out of or relate to the License Agreement or this Pilot Agreement.
19. **Entire Agreement.** This Pilot Agreement shall constitute the entire agreement between the parties related to the subject matter hereof, and shall supersede all prior oral or written statements, understandings, or negotiations concerning the Pilot and the Marketplace Platform. Except as otherwise provided herein, neither Sylvan nor Franchisee may modify this Pilot Agreement except by an instrument in writing between Sylvan and Franchisee.
20. **Power and Authority.** Each party to this Pilot Agreement represents and warrants that it is validly in existence; that its, his, or her representations herein are true and correct; and that it, he, or she has full power and authority to execute this Pilot Agreement and all documents contemplated herein.

21. **Choice of Law.** This Pilot Agreement shall in all respects be governed by and be construed under the internal laws of the State of Texas, without giving effect to its conflict of laws rules.
22. **Counterparts.** This Pilot Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. An electronic signature shall be given the same effect as an original in-ink signature.

IN WITNESS WHEREOF, the parties to this Pilot Agreement have executed it as of the date first set forth above.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

By: _____
[John McAuliffe, Chief Executive Officer](#) [Susan Valverde, President](#)

LICENSEE/FRANCHISEE:

_____,
a _____ limited liability company

By: _____
_____, its Member

Annual Edge Participation Threshold; and/or (c) in the event that Licensee fails to comply with any other term of this Agreement and fails to cure such default within twenty (20) days following receipt of written notice of default from Sylvan. This Agreement shall automatically terminate upon termination of Licensee’s Sylvan License Agreement for any reason.

22. Breach of the Sylvan License Agreement. Licensee’s failure to comply with any material provision of this Agreement shall not, in and of itself, constitute a breach of the Sylvan License Agreement unless, in the course of such failure to comply with this Agreement, Licensee is in default of its obligations under the Sylvan License Agreement and fails to cure such default (if such default is curable), in which case the Sylvan License Agreement may be terminated according to its terms. As an example, and not a limitation, Licensee’s failure to pay any amount when due in connection with this Agreement shall be a curable material default of the Sylvan License Agreement.

23. No Warranties. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE PACKAGE IS BEING PROVIDED HEREUNDER “AS IS.” SYLVAN DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES RELATED TO THE PACKAGE, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

24. No Modifications. Except as set forth herein, this Agreement may not be modified except with the express written consent of all parties hereto.

25. Defined Terms. Any capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Sylvan License Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed it as of the date first set forth above.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

By: _____
John McAuliffe, Chief Executive Officer
Susan Valverde, President

LICENSEE:

,
a limited liability company

By: _____
, its Member

IN WITNESS WHEREOF, the parties to this Agreement have executed it as of the date first set forth above.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

By: _____
~~John McAuliffe, Chief Executive Officer~~ Susan
Valverde, President

LICENSEE:

,
a limited liability company

By: _____
, its Member

MULTI-TERRITORY INCENTIVE PLAN AMENDMENT

This Multi-Territory Incentive Plan Amendment (this “Amendment”) to the Sylvan License Agreement dated ____ for a territory in ____ (“License Agreement”) is entered into as of _____ (the “Effective Date”) by and between Sylvan Learning, LLC (“Sylvan”), a Delaware limited liability company, with a principal place of business at 2350 Airport Freeway, Suite 505, Bedford, TX ~~76027~~76022, and _____ (“Licensee”).

WHEREAS, Licensee has expressed an interest in purchasing more than one new Sylvan territory as part of a “Multi-Territory Incentive Plan;” and

WHEREAS, Sylvan is willing to offer certain modified terms and conditions as part of the Multi-Territory Incentive Plan related to the amount and timing of the Initial License Fees due and the Required Open Dates for the Primary Centers in each new Sylvan territory; and

WHEREAS, the parties wish to amend the License Agreement as described in Section 1 below to reflect the Multi-Territory Incentive Plan described herein; and

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

1. Incorporation; Each Territory operated under a Separate License or Franchise Agreement. This Amendment forms an essential part of the License Agreement to which it is attached. This Amendment is executed concurrently with the License Agreement or shortly thereafter, and so, the first territory in Section 2 below shall be operated pursuant to the License Agreement. The license or franchise agreement for the second and third territory to be developed shall be on Sylvan’s then-current license or franchise agreement, the terms of which may be materially different from the terms of the License Agreement. At the time Licensee is ready to develop the second and third territory, Licensee will be disclosed with the then-current Sylvan franchise disclosure document with the then-current form of license or franchise agreement. Each Sylvan center developed hereunder shall be at a specific location, which shall be designated in the respective license or franchise agreement that is within the attached territories.

2. Required Open Date. Paragraph 1.6 of the License Agreement is hereby amended such that the “Required Open Date” for the Primary Center is replaced with the applicable date set forth in the table below. Likewise, the equivalent cause regarding the required opening date in subsequent franchise or license agreements for the second and third territories are modified with the below respective required opening dates:

Sylvan License Agreement/Territory	Required Opening Date
First Territory	6 months from Effective Date of this Amendment
Second Territory	12 months from Effective Date of this Amendment
Third Territory	18 months from Effective Date of this Amendment

3. Development Fee. Upon execution of this Amendment, Licensee shall pay to Sylvan a Development Fee in the amount set forth in the Development Fee Schedule below. The Development Fee is fully earned by Sylvan when paid and is not refundable, in whole or in part, under any circumstances. If the Licensee has paid the respective Development Fees in full, Licensee will not pay any additional initial franchise fees for any of the territories to be developed under this Amendment when Licensee executes subsequent franchise or license agreements, pursuant to Section 1 above.

Number of Territories	Total Development Fees
One Territory	\$36,900
Two Territories	\$56,900
Three Territories	\$76,900

4. Material Defaults.

4.1. The following constitutes an additional curable material default under each of the License Agreements:

4.1.1. Failure to commence full and continuous operation of any Primary Center by its Required Open Date.

4.2. Each of the following constitutes an additional incurable material default under each of the License Agreements:

4.2.1. Failure to operate fully and continuously each Primary Center after its Required Open Date without the prior written approval of Sylvan.

4.2.2. Failure to pay any Development Fee or portion thereof in full and on time according to the schedule above.

4.3. Each material default above shall be governed by the default and termination provisions set forth within the License Agreements.

IN WITNESS WHEREOF, the parties hereto have set their respective hands, as of the Effective Date.

LICENSOR:

SYLVAN LEARNING, LLC,
a Delaware limited liability company

By: _____
John McAuliffe, Chief Executive Officer
Susan Valverde, President

LICENSEE:

,
a limited liability company

By: _____
, its Member

(THIS FRANCHISEE DISCLOSURE QUESTIONNAIRE WILL NOT BE USED IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN).

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, SYLVAN LEARNING, LLC (“we” or “us”) and you are preparing to enter into a License Agreement for the operation of a SYLVAN franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the disclosure document, but you must sign and date it the same day you sign the License Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer [on the back of this sheet by emailing Franchising@UnleashedBrands.com](mailto:Franchising@UnleashedBrands.com).

- Yes ___ No ___ 1. Have you received and personally reviewed SYLVAN License Agreement and each attachment, exhibit, or schedule attached to it?
- Yes ___ No ___ 2. Have you received and personally reviewed SYLVAN disclosure document we provided?
- Yes ___ No ___ 3. Did you sign a receipt for SYLVAN disclosure document indicating the date you received it?
- Yes ___ No ___ 4. Do you understand all the information contained in SYLVAN disclosure document and License Agreement?
- Yes ___ No ___ 5. A) Have you had ample time and the opportunity to review SYLVAN disclosure document and SYLVAN License Agreement with a lawyer, accountant or other professional advisor?
- Yes ___ No ___ B) Have you had the opportunity to discuss the benefits and risks of operating a SYLVAN franchise with your professional advisor?
- Yes ___ No ___ C) Did you discuss the benefits and risks of operating a SYLVAN franchise with an existing SYLVAN franchisee?
- Yes ___ No ___ 6. Do you understand the risks of operating a SYLVAN franchise?
- Yes ___ No ___ 7. Do you understand the success or failure of your SYLVAN franchise will depend in large part upon your skills, abilities and efforts and those of the person you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?
- Yes ___ No ___ 8. Do you understand we are not obligated to provide assistance to you in finding and securing a location for your SYLVAN Franchised Business?
- Yes ___ No ___ 9. A) Do you understand all disputes or claims you may have arising out of or relating to SYLVAN License Agreement must be brought in the judicial district in which our principal place of business is located, if not resolved informally?
- Yes ___ No ___ B) Do you understand SYLVAN License Agreement provides you can only collect compensatory damages on any claim under or relating to SYLVAN License Agreement, and not any punitive, special, consequential or exemplary damages?

(THIS FRANCHISEE DISCLOSURE QUESTIONNAIRE WILL NOT BE USED IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN).

- Yes ___ No ___ 10. Do you understand that your Designated Manager must successfully complete our initial training program?
- Yes ___ No ___ 11. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?
- Yes ___ No ___ 12. Is it true that, except as provided in Item 19 of our FDD, we and our affiliates have made no representation, warranty, promise, guaranty, prediction, projection, or other statement, and given no information, as to the future, past, likely, or possible income, sales volume, or profitability, expected or otherwise, of SYLVAN franchise or any other business?
- Yes ___ No ___ 13. Do you understand that actual results vary from unit to unit and from time period to time period, and we cannot estimate, project, or predict the results of any particular SYLVAN business?
- Yes ___ No ___ 14. Do you acknowledge that you are an independent contractor and responsible for running your own SYLVAN business and that we do not have any authority to control, hire, or fire your employees?
- Yes ___ No ___ 15. Is it true that neither we or our affiliates, or any of our or our affiliates' employees, have provided you with services or advice that is legal, accounting, or other professional services or advice?
- Yes ___ No ___ 16. A) Do you understand that the U.S. Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities?
- Yes ___ No ___ B) Is it true that you have never been a suspected terrorist or associated directly or indirectly with terrorist activities?
- Yes ___ No ___ C) Do you understand that we will not approve your purchase of a SYLVAN franchise if you are a suspected terrorist or associated directly or indirectly with terrorist activity?
- Yes ___ No ___ D) Is it true that you are not purchasing a SYLVAN franchise with the intent or purpose of violating any anti-terrorism law, or for obtaining money to be contributed to a terrorist organization?

For Maryland Residents Only: Such representations are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

For Washington Residents Only: Such representations are not intended to nor will they act as a waiver of any liability incurred under the Washington Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Print Name

Signature

Date

If signing on behalf of a corporation or other entity, please complete the following:

Name of Entity

Title

State Effective Dates

The following states require that the 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 disclosure document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	March 14, 2024, amended May 10, 2024
Illinois	March 14, 2024, amended May 10, 2024
Indiana	March 14, 2024, amended May 10, 2024
Maryland	Pending March 14, 2024, amended May 10, 2024
Michigan	March 14, 2024, amended May 10, 2024
Minnesota	Pending
New York	March 14, 2024, amended May 10, 2024
North Dakota	Pending March 14, 2024, amended May 10, 2024
Rhode Island	Pending March 14, 2024, amended May 10, 2024
South Dakota	Pending March 14, 2024, amended May 10, 2024
Virginia	Pending
Washington	March 14, 2024, amended May 10, 2024
Wisconsin	March 14, 2024, amended May 10, 2024

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.

RECEIPT

This disclosure document summarizes certain provisions of the License Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Sylvan offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment with franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Sylvan does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state regulatory agency listed in Exhibit F. Franchisor authorizes the respective state agencies identified on Exhibit F to receive service of process for it in a particular state.

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Joshua Wall	2350 Airport Freeway, Suite 505, Bedford, TX 76022	877.958.9716

Issuance date: March 8, 2024, [as amended May 10, 2024](#).

I received a disclosure document dated March 8, [2024, as amended May 10, 2024](#) (and with effective dates of state registration as listed on the State Effective Dates page) that included the following Exhibits:

- Exhibit A License Agreement for Sylvan and SylvanSync, Attachments, and State-Specific Amendments
- Exhibit B Sylvan Edge Package License Agreement
- Exhibit C ACE IT! Tutoring System License Agreement
- Exhibit D Multi-Territory Incentive Plan Amendment
- Exhibit E Operations Manual Table of Contents
- Exhibit F List of State Administrators and Agents for Service of Process
- Exhibit G Financial Statements
- Exhibit H Franchises in Operation, Franchisees Who Have Signed But Not Yet Opened, and Franchisees Who Have Left the System
- Exhibit I Sample Form of General Release
- Exhibit J Franchise Disclosure Questionnaire
- Exhibit K State Effective Dates
- Exhibit L Receipts

Print Name	Signature	Date
------------	-----------	------

If signing on behalf of a company in addition to individually, please complete the following:

Company Name	Authorized Signatory and Signature
--------------	------------------------------------

Keep this copy for your records.

