

EXHIBIT A

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is entered upon as of _____, 200_, by and between Daekyo America, Inc., a California corporation ("Franchisor"), and _____, an individual residing at _____ ("Franchisee").

RECITALS

A. Franchisor is a subsidiary of Daekyo Ltd., a corporation organized and existing under the laws of the Republic of Korea ("Daekyo Korea"). Daekyo Korea has developed unique and successful teaching methods known as "Noonnoppi Teaching." Noonnoppi Teaching is a tutorial education program for teaching mathematics, Language Arts, and Chinese Characters to pre-school, primary and secondary school students through a network of neighborhood education centers.

B. Franchisor has the exclusive rights to utilize Noonnoppi Teaching methods and instructional and administrative materials associated therewith in California, Oregon, Washington, Nevada, Utah, Arizona, Idaho, Montana, Wyoming, Colorado, New Mexico, North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, and Arkansas (collectively, the "Western United States") and desires to appoint Franchisee as an authorized franchisee for operating a neighborhood supplemental education center using such teaching methods and materials ("E.nopi Learning Center").

C. Franchisee has been provided with a copy of Franchisor's "Franchise Offering Circular for Prospective Franchisees." Franchisee has shown further interest in the franchise of Noonnoppi Teaching methods described therein (the "Franchise") and has successfully completed the Prospective Franchisee Education Program conducted by Franchisor.

D. Franchisee understands that effective use of Noonnoppi instructional and administrative materials depends on accurate implementation of Noonnoppi Teaching methods. Franchisee shall not deviate from the Noonnoppi Teaching methods in the operation of the Franchise and instruction of subjects.

AGREEMENTS

NOW, THEREFORE, IN CONSIDERATION OF the foregoing facts and mutual agreements and covenants set forth herein, Franchisor and Franchisee agree as follows:

1. Grant of Franchise

(a) To establish and operate an E.nopi Learning Center at the location designated in Section 4 below ("Class Location").

(a) To conduct supplemental tutorial education in accordance with the Noonnoppi Teaching methods for enrolled students.

(b) To use at the Class Location, in conjunction with the operation of the Franchise, Franchisor's instructional and administrative materials and its proprietary marks, names and symbols listed in Schedule A.

2. Initial Term; Renewal

2.1 Initial Term. The initial term of this Agreement shall commence on the date hereof and shall expire on the first anniversary thereof, unless sooner terminated pursuant to provisions under Section 8 below.

2.2 Renewal. Unless terminated pursuant to provisions under Section 8 below the Franchise may be renewed by Franchisor for one (1) year at the expiration of the initial term set forth in subsection 2.1 above or any extension thereof, if the performance of Franchisee is satisfactory to Franchisor. If requested by Franchisor, Franchisee shall be required to execute a new franchisee agreement in the form then in use for the Franchise as a condition to renewal of the Franchise. Franchisor may refuse to renew the Franchise, if, in the reasonable judgment of Franchisor, Franchisee has not shown satisfactory performance. For the purposes of this Agreement, "satisfactory performance" shall mean satisfaction of the minimum standards as set forth in Schedule F.

3. Franchisee's Payment to Franchisor

3.1 Initial Franchise Fee; Security Deposit. Upon execution of this Agreement, Franchisee shall pay Franchisor (a) a one-time initial franchise fee of \$2,000, and (b) a security deposit of \$1,000, which security deposit Franchisor shall refund to Franchisee, without interest, upon Franchisee's compliance with Section 8.5 at the termination or expiration of the Franchise.

3.2 Enrollment Fee. Franchisee shall charge to and collect from each student at the time of his or her enrollment an enrollment fee as set forth in Schedule B attached hereto, which may be revised from time to time. Franchisee shall pay to Franchisor an amount equal to 50 percent of all enrollment fees charged to students at the E.nopi Learning Center. Franchisee shall not waive enrollment fees except as set forth in Schedule B attached hereto.

3.3 Monthly Tuition. Franchisee shall pay to Franchisor an amount equal to the applicable percentage of all tuition charged to students at her E.nopi Learning Center. Franchisee shall charge and collect monthly tuition as set forth in Schedule C attached hereto, which may be revised from time to time. The applicable percentages for the purpose of this

hereto.

3.3 Monthly Tuition. Franchisee shall pay to Franchisor an amount equal to the applicable percentage of all tuition charged to students at her E.nopi Learning Center. Franchisee shall charge and collect monthly tuition as set forth in Schedule C attached hereto, which may be revised from time to time. The applicable percentages for the purpose of this subsection 3.3 are as follows:

(a) 40 percent, if the total number of subjects enrolled in a given month is less than 29;

(b) 38 percent, if the total number of subjects enrolled in a given month is 30 or more, but less than 59;

(c) 35 percent, if the total number of subjects enrolled in a given month is 60 or more, but less than 79;

(d) 33 percent, if the total number of subjects enrolled in a given month is 80 or more, but less than 99;

(e) 30 percent, if the total number of subjects enrolled in a given month is 100 or more, but less than 125; and

(f) 28 percent, if the total number of subjects enrolled in a given month is 126 or more.

3.4 Toys and Publications. Franchisee may, but is not required to, display and sell toys and publications provided by Franchisor. If Franchisee orders such toys and publications, Franchisor shall provide them, subject to their availability, at the wholesale price in effect at the time of such order.

3.5 Time and Method of Payment; Late Charge. Enrollment fees and monthly tuition (together "Royalties") payable to Franchisor are due and payable on or before the fifth day of the following month. Other payments due to Franchisor shall be paid in accordance with Franchisor's invoices. If Franchisee fails to pay Royalties or any other fees or charges when due, such unpaid amounts shall accrue interest at the rate of the maximum rate then permissible under the laws of the state where Franchisee is located. In addition to interest, there shall be a late payment charge of \$30 per month. If a check drawn by Franchisee is returned unpaid by her bank, a charge of \$20 shall be imposed on Franchisee for each returned check. Any payments received from Franchisee shall be applied first to any return check charges, if any, then to any late payment charges, if any, then to interest accrued on unpaid amounts, if any, and then to any unpaid balances in the order of their accrual periods.

4. Assigned Territory and Location

4.1 Class Location. Franchisee shall operate the E.nopi Learning Center at Class Location described in Schedule D hereto. Franchisee shall not change the location of the E.nopi Learning Center without prior written approval of Franchisor.

4.2 Assigned Territory. Franchisee shall have the non-exclusive right to operate the Franchise within the area described in Schedule D attached hereto (the "Assigned Territory"). Franchisee shall not solicit, enroll or accept any students who do not reside within the Assigned Territory without prior written approval of Franchisor.

4.3 New Franchise Within Assigned Territory. Franchisor, at its sole discretion, may grant a Franchise to a third person within the Assigned Territory after six months from the date on which Franchisee opens her E.nopi Learning Center within the Assigned Territory. In addition, Franchisor reserves the right to promote the use of E.nopi Teaching methods by licensing public schools, private schools, and/or in-home tutors to utilize Noonnoppi Teaching methods and materials. Franchisee shall not establish any program utilizing Noonnoppi Teaching methods in any setting other than the E.nopi Learning Center at Class Location.

5. Training

5.1 Basic Training Sessions. Before the E.nopi Learning Center opens, Franchisee shall have an on-the-job training for at least one week at an existing E.nopi Learning Center designated by Franchisor. There shall be charge of \$200 for this initial training. During the first twelve months of the Franchise, Franchisee shall attend at least four training sessions of 6 hours each, which are provided and/or conducted by Franchisor. The attendance at such training sessions shall be mandatory, unless waived by Franchisor.

5.2 Additional Training Sessions. From the second year of the Franchise, Franchisees shall attend at least one training session of 16 hours per year, which is provided and/or conducted by Franchisor. The attendance at such training session shall be mandatory, unless waived by Franchisor.

5.3 Self-Study Program. If Basic or Additional Training Sessions described in subsections 5.1 and 5.2 are offered by Franchisor at a location outside a one hundred twenty mile radius from the Class Location, Franchisee may fulfill such training requirements, with the advance consent from Franchisor, by a self-study of appropriate training materials in lieu of physically attending such sessions. Franchisee shall be considered to have successfully completed the training requirements upon passing the proficiency tests on applicable subject matters.

5.4 Expenses and Charges. There shall be no charge or fee except Basic

hereto. Franchisor reserves the right to change the content of the list without notice. Franchisee shall not deviate from the Noonnoppi Methods in the instruction and the operation of the Franchise. All shipments of instructional and administrative materials shall be at the expense and risk of Franchisee. All shipping costs paid by Franchisor shall be reimbursed by Franchisee in accordance with Franchisor's invoices. Title to all instructional and administrative materials shall remain at all times in Franchisor and shall never pass to Franchisee, students, or others.

6.2 Franchisor's Subsidies. If Franchisee is a new franchisee, Franchisor shall provide Franchisee with one of the following:

(a) Rent or other subsidies on or around the commencement of the E.nopi Class for the successful operation thereof; or

(b) Rebates of some royalties, which have already been paid by Franchisee, for a period of up to the first six months of the Franchise.

The actual amount, form, and timing of subsidies shall be determined by Franchisor at its sole discretion and shall not be subject to challenge by Franchisee. These subsidies shall not apply to existing franchisees or former franchisees opening an E.nopi Learning Center again.

6.3 Student Records. Franchisee shall keep and maintain records of each and every student enrolled at Franchisee's E.nopi Learning Center. The records must contain accurate and detailed information of each individual student as to the following:

(a) Student's diagnostic test results used to assess the starting point level;

(b) Student's scores on achievement tests and comprehensive tests used to determine areas of strength and weakness;

(c) Student's progress chart that contains student's daily worksheet scores, assignments of weekly worksheets, and instructor's personal remarks about the student's study habits and progress; and

(d) Monthly accounting of how the Noonnoppi instructional materials and products are being allocated to the student.

6.4 Franchisor's Right to Inspect. Franchisor shall have the right to visit Franchisee's E.nopi Class at reasonable hours and to examine books and records with or without prior notice. Franchisor shall have the right to contact and talk with students enrolled at Franchisee's E.nopi Class and their parents regarding instruction and any other matters related to the operation of the Franchise.

6.5 Class Schedule. Franchisee shall open and conduct classes at least two

student's study habits and progress; and

(d) Monthly accounting of how the Noonnoppi instructional materials and products are being allocated to the student.

6.4 Franchisor's Right to Inspect. Franchisor shall have the right to visit Franchisee's E.nopi Class at reasonable hours and to examine books and records with or without prior notice. Franchisor shall have the right to contact and talk with students enrolled at Franchisee's E.nopi Class and their parents regarding instruction and any other matters related to the operation of the Franchise.

6.5 Class Schedule. Franchisee shall open and conduct classes at least two days a week and not less than four hours per day.

6.6 Instruction by Franchisee. Franchisee shall personally conduct classes and teach students using the Noonnoppi Teaching methods. Franchisee may employ assistants at her own expense. Such assistants may assist Franchisee in performing administrative and clerical work such as test grading and record keeping. Franchisee shall not delegate her teaching responsibilities under this Agreement to any assistants or any other person. Notwithstanding the foregoing sentence, Franchisor may allow, at its sole discretion, temporary delegation of Franchisee's instructional duties to a qualified person to accommodate Franchisee's personal exigency of temporary nature.

6.7 Consultation with Students and Parents. Franchisee shall make herself available at reasonable hours to prospective and enrolled students and their parents or guardians for consultation with respect to academic prospect or progress of the students.

6.8 Reports. Franchisee shall submit such other reports as Franchisor may reasonably request from time to time. Franchisee shall be truthful in her reports to Franchisor.

6.9 Maintenance. Franchisee shall at all times maintain her E.nopi Learning Center and the furnishings and fixtures thereof in a clean, wholesome and safe condition and shall keep the same in good maintenance and repair.

6.10 Signs. Franchisee shall be required to have signs at all times in the Class Location which clearly indicate the E.nopi Class being conducted therein, unless specifically excused from such requirement by Franchisor. Such signs should be approved by Franchisor before installation at the Class Location. Franchisee shall not have any signs inside or outside of the Class Location, other than E.nopi Learning Center signs approved by Franchisor. Franchisee shall obtain or cause to be obtained and pay the entire cost of all permits, approvals, construction, installation and maintenance of respective signs.

6.11 Franchisee's Responsibility, Indemnification and Insurance. Franchisee

alone shall be responsible for all loss or damage arising out of or relating to the operation of Franchisee's E.nopi Learning Center. Franchisee shall indemnify and hold harmless Franchisor, its directors, officers and agents from any claim, liability, loss or expense arising out of the operation of her E.nopi Learning Center including costs and reasonable attorney's fees. Franchisee shall obtain and at all times during the term of this Agreement maintain in full force and effect insurance policies from responsible insurance companies and pay the premiums therefor. The minimum coverage of such insurance policies shall be: general liability including bodily injury in the amount of \$1,000,000 for each person and each accident, (a) general liability including property damage in the amount of \$500,000 per each accident and \$1,000,000 aggregate, and (b) fire and extended coverage of the equipment, furnishings, fixtures and additions thereto and inventory of Noonnoppi instructional and administrative materials and supplies. Franchisor shall be an additional named insured on such policies. In addition, Franchisee shall at all times maintain in full force and effect worker's compensation insurance policies of responsible insurance companies in compliance with applicable statutes. Franchisee shall furnish proof of insurance evidencing such policies before this Agreement becomes effective or upon request of Franchisor during the term hereof. The insurance coverage and the performance by Franchisee of the obligations imposed under this provision shall in no way relieve Franchisee of any liability arising out of the indemnity agreements contained herein.

6.12 Compliance with Laws. Franchisee shall comply with all federal, state, county, municipal, or other statutes, laws, or ordinances, regulations, rules, or orders of any governmental or quasi-governmental entity, body, agency, commission, board or official applicable for Franchisee and her E.nopi Learning Center.

7. Proprietary Marks

7.1 Franchisee's Acknowledgment. Franchisee hereby acknowledges that the proprietary marks (the "Proprietary Marks") listed in Schedule A attached hereto are owned by Daekyo Korea and that Franchisor is the exclusive licensee thereof in the Western United States. Franchisee specifically acknowledges that all written materials provided by Franchisor are copyrighted by Daekyo Korea or Franchisor. Franchisee shall not at any time contest Daekyo Korea's ownership of such marks and Franchisor's exclusive right to use such marks in the Western United States.

7.2 Franchisee's Use of Proprietary Marks. Franchisee shall not use any of Proprietary Marks except in the normal and customary conduct of Franchisee's E. nopi Learning Center.

8. Termination

8.1 Termination by Mutual Agreement. This Agreement can be terminated at any time by mutual agreement of Franchisor and Franchisee.

8.2 Termination by Franchisee. Franchisee may terminate this Agreement at any time by giving to Franchisor written notice of such termination not less than 90 days prior to the date of termination. If this Agreement is terminated pursuant to this subsection 8.2 during its initial term as set forth in subsection 2.1 above, Franchisee shall pay to Franchisor an amount equal to the aggregate amount of any subsidies paid to Franchisee pursuant to subsection 6.2.

8.3 Termination by Franchisor. Franchisor has a right to terminate the Franchise Agreement if

(a) Franchisee fails to make any payment due and owing to Franchisor or fails to submit required reports within 15 days from the date of written notice of delinquency;

(b) Franchisee fails to attend more than 90 percent of class hours of any of the Franchisee training and educational sessions or fails to pass any proficiency tests administered at the end of such sessions by the third attempt;

(c) Franchisee fails to open her E.nopi Learning Center within three months from the effective date of this Agreement;

(d) The enrollment in the Franchisee's class drops to less than half of the number of students during any six-month period and fails to recover substantially to the previous level in six months;

(e) Franchisee fails to comply with the provisions of this Agreement, including, but not limited to, Franchisee's failure to: (i) timely pay royalties and other charges due to Franchisor, (ii) timely submit all required reports, (iii) cooperate with Franchisor's attempt to inspect Franchisee's premises and/or to examine books and records, or (iv) obtain prior written consent of Franchisor in changing the Class Location; or

(f) Franchisee's failure to follow the Noonnoppi Methods in the instruction and in the operation of Franchise.

8.4 Automatic Termination. This Agreement shall be terminated automatically without the necessity of notice of any kind if any of the following events occurs:

(a) Franchisee's conviction or plea of guilty or no contest to any crime, violation or offense that constitutes a crime involving moral turpitude or is a crime against children;

(b) Franchisee's filing for bankruptcy or receivership, unless vacated, discharged or released within thirty days;

(c) Failure to operate the Franchise for a period of two consecutive weeks without prior written approval of Franchisor;

(d) Willful and material falsification of any report, statement or other information provided to Franchisor;

(e) Franchisee's death or incapacitation;

(f) Franchisee's attempt to delegate or to assign any and all of Franchisee's rights, responsibilities or obligations under this Agreement; or

(g) Franchisee's ownership or control of the operation of a competing tutorial or supplemental educational program.

8.5 Franchisee Obligations After Termination. Upon termination of this Agreement, Franchisee or her personal representative shall:

(a) Promptly pay to Franchisor all Royalties and other payments due to Franchisor;

(b) Return to Franchisor all instructional and administrative materials provided by Franchisor;

(c) Discontinue use of any materials which had been provided by Franchisor and remove or obliterate all signs containing Franchisor's Proprietary Marks;

(d) Immediately submit to Franchisor all student records, business records and accounting materials;

(e) Promptly notify all students and their parents, governmental officials and the general public that Franchisee no longer has any business relationship with Franchisor; and

(f) Execute any and all documents necessary to effectuate the termination of the Franchise and this Agreement that may be requested by Franchisor.

8.6 Successor Franchisee. If this Agreement is terminated by the mutual agreement of Franchisor and Franchisee or by Franchisee as set forth in subsections 8.1 and 8.2 above, Franchisee shall have the right to recommend the successor Franchisee who would take over Franchisee's E.nopi Learning Center. Franchisor, at its sole discretion, may accept or reject terminating Franchisee's recommendation with respect to the choice of successor Franchisee. Franchisor, however, shall give two more chances for recommendation in the event that Franchisor decides not to accept the first recommendation of Franchisee.

Franchisee's right under this subsection 8.6 shall expire on the proposed termination date.

9. Restrictive Covenants

9.1 Covenant Not to Compete. Franchisee covenants and agrees that, during the term of this Agreement and for a period of five years following the termination of this Agreement, so long as Franchisor carries on a business similar to the franchise business as of the date hereof, Franchisee shall not in any manner (directly or indirectly, alone or jointly, with or as an agent for or an employee of or a partner with any person, corporation or other business entity) own, manage, operate, join, participate in, associate with or be connected with or interested in, as a franchisee, investor, lender, manager, agent, employee, officer, director, partner, shareholder or proprietor of or consultant to, or provide service, advice or other assistance to, any occupation, entity, interest, business or enterprise that is engaged in any supplemental education system, except with the prior written consent of Franchisor.

9.2 Non-Solicitation of Students. Franchisee covenants and agrees that, for a period of five years following the termination of this Agreement, so long as Franchisor carries on a business similar to the franchise business as of the date hereof, Franchisee shall not in any manner (directly or indirectly, alone or jointly, with or as an agent for or an employee of or a partner with any person, corporation or other business entity) solicit, call upon or otherwise contact any student who was registered in Franchisee's Enopi Learning Center during the term of this Agreement for the purpose of enrolling such student in any other supplemental education program. In addition, during such five year period Franchisee shall not disrupt, damage, impair or interfere with the business of Franchisor or its authorized franchisees, whether by interfering with, soliciting or recruiting employees of Franchisor or disrupting Franchisor's relationships with its franchisees or such franchisees' relationships with their students.

10. Miscellaneous Provisions

10.1 Assignment. Franchisee's obligations hereunder shall be personal to her. Any attempt to assign this Agreement and to delegate Franchisee's obligations hereunder shall be void. Franchisor may assign this Agreement to an entity controlled by Franchisor or Daekyo Korea.

10.2 Governing Law. This Agreement shall be governed and construed in accordance with the internal law, and not the law pertaining to conflicts or choice of law, of the state of California, except that in the event of any breach or alleged breach of the covenants contained in Section 9 such covenants shall be governed by and construed in accordance with the laws of the state in which the conduct giving rise to such breach or alleged breach occurred. Franchisee specifically agrees to this provision even though Franchisee may reside or the Class Location may be outside the State of California.

10.3 Complete Agreement. This Agreement contains the entire agreement between Franchisor and Franchisee with respect to the transactions contemplated herein and shall supersede all previous oral and written and contemporaneous oral negotiations, commitments and understandings between Franchisor and Franchisee or any member of Franchisee.

10.4 Modifications, Amendments and Waivers. Any modification, amendment or waiver of this Agreement or any of its terms shall be in writing.

10.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.6 Attorney's Fees. If any legal action or any arbitration of other proceeding is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs in connection with that action or proceeding.

10.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

10.8 Grammar. References to Franchisee as "she" or "her" in this Agreement shall be read "he" or "him" if Franchisee is male.

10.9 Notices. All notices hereunder shall be in writing and shall be delivered (a) by personal service, (b) by facsimile transmission, or (c) by U.S. mail, postage prepaid, return receipt requested, and addressed to the party at the address set forth in this Agreement or at such other address as shall be specified in writing. Any such notice shall be deemed duly given upon receipt or three days after mailing, if given by U.S. mail.

10.10 Confidentiality and Competition. Franchisee shall not divulge or otherwise disclose, directly or indirectly, any trade secret or other confidential information that has been obtained by or disclosed to Franchisee as a result of Franchisee's appointment hereunder except to the extent that such disclosure is (a) required by applicable law, (b) lawfully obtainable from other sources, or (c) authorized by Franchisor. The foregoing provision regarding confidentiality shall survive the termination of this Agreement. During the term of this Agreement, Franchisee shall not engage in any manner in business than competes with any E.nopi Learning Center, so long as Franchisor carries on a business similar to the franchise business as of the date hereof.

IN WITNESS WHEREOF, through its duly authorized representative, and
Franchisee have executed this Agreement as of the date first above written.

Franchisor: Daekyo America, Inc.
a California corporation

By: _____

Its: _____

Franchisee:

Name:

Address: _____

Schedule A
Proprietary Names, Marks and Symbols

E.nopi
E.nopi Learning Center
E.nopi MATH
E.nopi KOREAN
E.nopi ENGLISH
Noonnoppi
Eyeview

Daekyo Symbols:



E.nopi

E.nopi
MATH

E.nopi
ENGLISH

E.nopi
KOREAN

HUMAN
DAEKYO AMERICA

Schedule B
Enrollment Fee and Waiver

Franchisee shall charge to and collect from each student at his or her enrollment an enrollment fee of \$ ____ per person.

Franchisee may waive enrollment fees for the following students:

1. Children and grandchildren of Franchisee
2. Children of Franchisor's Directors, Officers or Employees
3. Students enrolling at additional subject
4. Students who had been enrolled at classes conducted by Daekyo Korea
5. Students re-enrolling within six months from the time of last enrollment.

Schedule C
Monthly Tuition Effective As of the Date Hereof

Tuition for a full month is \$____ per subject.

For the first month, tuition shall be charged as follows:

<u>Enrollment Date</u>	<u>First Month Tuition</u>
1 st - 6 th	100% of full tuition
7 th - 12 th	75% of full tuition
13 th - 18 th	50% of full tuition
19 th - 24 th	25% of full tuition
25 th - 31 st	Waived

There shall be no refund of monthly tuition, even if a student drops out before the end of the month.

Schedule D
Class Location & Assigned Territory

The Class Location shall be _____
_____.

The Assigned Territory for this Franchise is _____
County No. _____, shown in the map below.

Schedule E
Materials Provided by Franchisor without Charge

1. Instructional Materials

- (1) Mathematics Work sheets, 32 levels, 240 pages each level, approximately 100 pages per student each month
- (2) Korean Work sheets, 10 levels, 200 pages each level, approximately 90 pages per student each month
- (3) English Work sheets, 8 levels, 200 pages each level, approximately 90 pages per student each month
- (4) Instructional aids: flush cards and stickers

2. Test Materials

- (1) Diagnostic Tests for placement upon enrollment:
 - 7 different kinds for the Korean and English language and
 - 12 different kinds for mathematics
- (2) Achievement Tests:
 - 4 different kinds for the Korean language and 7 different kinds for English language and
 - 8 different kinds for mathematics
- (3) Comprehensive Tests for Mathematics and English

3. Administrative Materials

- (1) Record Sheets for Students, monthly and weekly
- (2) Monthly Record Sheets for Franchisee
- (3) Enrollment Application Forms
- (4) Monthly Franchisee Report Forms
- (5) Progress Charts

Schedule E (continued)

- (6) Instructor Manuals
- (7) Promotional Catalogues

For any materials requested by Franchisee in excess of the quantities shown hereinabove, Franchisee shall submit a written requisition request showing the exact quantities and the detailed reasons therefor. It is the sole discretion of Franchisor to approve or disapprove the requisition request for additional quantities submitted by Franchisee.

Schedule F
Minimum Requirements for Satisfactory Performance

1. Timely payment of royalties and other charges due to Franchisor.
2. Timely submission of all the reports required under this Agreement.
3. Full cooperation with Franchisor for the effective operations of Franchise, including, but not limited to, inspection of the Class Location and examination of books and records.
4. Maintenance of regular class schedules at least two days a week and not less than five hours per day.
5. Compliance with the training requirements under this Agreement.
6. Maintenance of proper insurance coverage as required under this Agreement.