

EXHIBIT D TO THE OFFERING CIRCULAR
PHONE NUMBER LICENSE AGREEMENT





This HUNTINGTON LEARNING CENTERS, INC. PHONE NUMBER LICENSE AGREEMENT (the "Agreement") is made and entered into on _____ (the "Agreement Date") between Huntington Learning Centers, Inc. ("Licensor" and "Franchisor"), a corporation incorporated in Delaware or its successors and assigns, and you, the Licensee, _____, a [*insert one of: individual or partnership or corporation, or limited liability company*] _____. "You", "Licensee", and "Franchisee" as used in this Agreement mean the individuals, corporation, partnership, or limited liability company referenced as Licensee in this paragraph of this Agreement.

Based upon the representations, warranties, and covenants in this Agreement, and subject to this Agreement, you and the Franchisor agree as follows:

1. **Franchise.** You and the Franchisor have entered into that certain franchise agreement (the "Franchise Agreement") dated _____ regarding the operation of a franchised Huntington Learning Center (the "Center") under the Huntington System for the Exclusive Area identified in your Franchise Agreement as _____.

The "System" is the learning center and exam preparation format and operating described in the Franchise Agreement.

2. **Term.** Except as otherwise provided in this Agreement, the term of this Agreement and all rights granted under it expire upon the expiration of the current term of the Franchise Agreement.

3. **Grant; Call Management.**

- 3.1. **Grant.** The Franchisor grants to you, and you accept, the limited and non-exclusive right and obligation ("License") to use the phone number, 1-800-226-5327 (the "Phone Number") or such other phone number(s) the Franchisor may designate from time to time, according to this Agreement and only during its term, solely to advertise and market services permitted under the System for the purpose of accepting telephone calls at your Center. The Franchisor reserves all rights not granted in this Agreement. The Franchisor may grant licenses to the Phone Number to others and upon other or different terms whenever and wherever it decides to do so.

- 3.2. **Center Number.** Others are responsible for the Phone Number's performance, including causing certain calls received through it to be routed to the following phone number located at your Center ("Center Number"): _____
If, at the time of your execution of this Agreement, you do not have a Center Number, enter the phrase, "Not currently available," above, and provide it to the Franchisor, in writing, when it becomes available.

- 3.3. **Call Management.** Calls to the Phone Number are routed to your Center Number through a mechanism (the "Mechanism") that may be changed by the Franchisor at any time for any reason and without notice. Notwithstanding any other provision herein, if the Franchisor decides to replace the Phone Number with another phone number or the Mechanism with another mechanism of routing calls, then this Agreement may be terminated by the Franchisor, in its sole discretion, in which case you hereby agree to execute any new agreement licensing your use of such other phone number or authorizing such other mechanism, upon fees, terms, and conditions that may differ significantly from those in this Agreement.

4. **Fees; Use.**

- 4.1. **Installation Charge; Monthly Access Fee.** You agree to pay upon demand to the Franchisor and all other parties all fees related to your use of the Phone Number, including the following fees: You shall pay to the Franchisor, upon execution of this Agreement, a fee for installation of the Phone Number (the "Installation Charge") of \$500 and, each month during the term of this Agreement, a monthly fee for its use (the "Monthly Access Fee") of \$49; the first Monthly Access Fee is due the month the Phone Number is installed. You shall pay all amounts due the Franchisor at the Franchisor's principal business address as

listed in Paragraph 30 below, or at any other address the Franchisor designates in writing.

- 4.2. You agree to pay the Franchisor promptly upon demand any fees it pays or is or becomes obligated to pay on your behalf to any third-party in order to install, maintain, change, or improve the Phone Number at your Center in the manner required by the Franchisor. All fees and charges in this Agreement may be changed by the Franchisor on January 1 of each year. All fees herein are fully earned by the Franchisor when they become due, and are not refundable. The Franchisor is not obligated to purchase or buy back anything you may lease, acquire, purchase, or license, whether or not you leased, acquired, purchased, or licensed any such thing at the Franchisor's direction.
 - 4.3. Any Monthly Access Fee or other payment due the Franchisor under this Agreement that is not paid when due shall be subject to the then-current late fee and shall bear daily interest at the rate of 10% per annum, but no more than the highest rate permitted by applicable law. Entitlement to such late fee and interest shall be in addition to any other remedies the Franchisor may have. This Paragraph 4.3 shall not bind the Franchisor to accept any payment after its due date. If you do not pay any fee required under this Agreement to the Franchisor within the time period required under this Agreement, such non-payment shall be a material default hereunder. If you are delinquent in any payment to the Franchisor, the Franchisor has the right to apply any of your payments to any late fee, interest charge, or past due indebtedness. You shall have no right to withhold any payment of any Monthly Access Fee or any other monies due to Huntington or its affiliates on any grounds (including, without limitation, any claim or counter-claim hereunder, or otherwise) and shall have no right to set-off any amount due to Huntington or its affiliates against any monetary claim against Huntington or its affiliates.
 - 4.4. Electronic Funds Transfer. The Franchisor has the right to require that you make any payments under this Agreement by electronic funds transfer, on-line banking, pre-authorized auto-draft arrangement, or such other means as the Franchisor may specify from time-to-time, notwithstanding any other provisions of this Agreement, and you agree to comply with such requirement. You must furnish the Franchisor, the Franchisor's bank or other financial institution, and any other recipient of payment with such information and authorizations as may be necessary to permit such persons to make withdrawals by electronic funds transfer, on-line banking, or auto-draft arrangement. You shall bear all expenses, if any, associated with such authorizations and payments.
 - 4.5. Use. If you are not in default under this Agreement or the Franchise Agreement, you may use the Phone Number in the manner described in this Agreement. The Phone Number may be used only by you and your shareholders, partners, and employees in the Center's operation. You may not use the Phone Number in any way not permitted by this Agreement. You may not use the Phone Number in competition with the Franchisor. You shall not use the Phone Number if you are in default of this Agreement or the Franchise Agreement under a written notice to cure from the Franchisor that is not cured within the time required within said notice. You have no right to use the Phone Number after this Agreement terminates or expires.
 - 4.6. You agree to reimburse the Franchisor for any fees imposed on the Franchisor or its affiliates by any third party to process any payment you make to the Franchisor under this Agreement. Such third party fees include, without limitation, any fees imposed by a bank or credit card company to process any credit card payment you make to the Franchisor or its affiliates.
5. **Transfer.**
- 5.1. "Transfer" includes, without limitation, transfer of contract or assets or ownership change. You shall not Transfer this Agreement without first obtaining the Franchisor's written approval. Any purported Transfer not having the prior written consent of the Franchisor shall be null and void and shall constitute a material breach of this Agreement, for which the Franchisor may immediately terminate without opportunity to cure. You may only Transfer this Agreement in connection with a simultaneous transfer of the Franchise Agreement to the same transferee. You shall not transfer any interest in the Franchisee, this Agreement, or of any of the assets of your business to a trust.

- 5.2. You shall give the Franchisor written notice of any proposed Transfer at least 30 days before such Transfer is proposed to take place. Such notice shall provide the following: (1) the name and address of the proposed transferee and the price and terms of the Transfer and a copy of the proposed sales contract with its attachments, if any; (2) any related information and documentation reasonably requested by the Franchisor; and (3) at the time you submit such notice, full payment to the Franchisor of the Transfer Fee described in Paragraph 5.2.6 below (the "Transfer Fee"). The Franchisor shall have 30 days from receipt of such notice and the Transfer Fee, and receipt of all information and documentation requested by the Franchisor under this Paragraph 5 to approve or disapprove the Transfer. Such approval shall be in writing and shall be effective for 30 days; if the Transfer is not completed within 30 days of your receipt of written approval, such approval shall be deemed withdrawn without notice. The Franchisor shall not unreasonably withhold its consent to any Transfer, but the Franchisor may, in its sole and absolute discretion, require any or all of the following as conditions of its approval, each of which is a material condition to the Transfer. If you fail to fulfill any of the following conditions, the Franchisor shall have the right to refuse any proposed Transfer:
- 5.2.1. At the Franchisor's option, the proposed transferee shall have assumed in writing for the benefit of the Franchisor all your obligations under this Agreement or, unless exempted by the Franchisor in writing, the proposed transferee shall execute the Franchisor's then-current phone number license agreement, which may include, without limitation, higher fees, other and different fees, and terms and obligations significantly different from, in addition to, and less favorable than granted to you in this Agreement; except that its term shall expire on the same date as the transferee's franchise agreement with the Franchisor, and the transferee shall not be obligated to pay an initial installation charge to the Franchisor;
 - 5.2.2. You shall not be in default of this Agreement or under any other agreement with the Franchisor or any of its affiliates, and all your obligations to the Franchisor and its affiliates (including monetary obligations), whether arising under this Agreement, the Franchise Agreement, or otherwise, shall be fully satisfied at, or before, the effective date of the Transfer;
 - 5.2.3. Your Center complies with the Franchisor's then-current standards, including, without limitation, standards for telecommunications equipment and any related computer hardware and software, as determined by the Franchisor; and your vendors of telecommunications equipment and related computer hardware and software are in compliance with the Franchisor's then-current standards for such vendors;
 - 5.2.4. Before or upon the effective date of the Transfer, you and each of your owners and guarantors shall execute the Franchisor's then-current general release of the Franchisor and the Franchisor's affiliates, and their respective officers, directors, shareholders, agents, and employees, releasing any and all claims against the Franchisor and its affiliates, and their respective officers, directors, shareholders, agents, and employees, whether arising out of, or relating to, the making of, interpretation of, or performance under, directly or indirectly, this Agreement, the Franchise Agreement, and all other agreements entered into between you and the Franchisor and any of the Franchisor's affiliates, if not prohibited by law;
 - 5.2.5. If the proposed Transfer is to a corporation, limited liability company, or other entity formed solely for convenience of your ownership, you shall use the Franchisor's then-current corporation or limited liability company assignment agreement, and the transferee corporation or limited liability company shall assume and agree to be bound by and perform all the terms of this Agreement; and
 - 5.2.6. For all Transfers, you shall pay to the Franchisor a Transfer Fee of \$500; provided, however, the Transfer Fee shall be waived for any transfer within 90 days of the Agreement Date to a corporation or limited liability company formed for the convenience of ownership. The Transfer

Fee shall be deemed fully earned by the Franchisor and is not refundable, if the Franchisor does not exercise its right of first refusal under your Franchise Agreement. If the Franchisor exercises its right of first refusal, the Transfer Fee shall be refunded in full, or, at the Franchisor's option, credited to any amount owed by you to the Franchisor or any affiliate of the Franchisor. For any Transfer hereunder, you shall pay to the Franchisor all its costs and expenses associated with the Transfer (including, without limitation, attorneys' and accountants' fees and expenses).

- 5.3. Upon the Incapacity of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of your business operated under this Agreement, the executor, administrator, or representative of such person must promptly notify the Franchisor, and must transfer such interest to a third party approved by the Franchisor within the lesser of (a) the end of the term of this Agreement, or (b) within 240 days after such Incapacity. During the period between such Incapacity and such transfer, such executor, administrator or personal representative must fulfill your obligations hereunder; and any failure to do so shall constitute a default under this Agreement for which the Franchisor may terminate this Agreement immediately upon written notice to you or to your heirs or beneficiaries or to your executor, administrator, or personal representative. In the case of transfer by will or intestate inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Paragraph 5, the executor, administrator, or personal representative of the decedent must still transfer the decedent's interest to another party approved by the Franchisor within the lesser of (a) the end of the term of this Agreement, or (b) within 240 days after such Incapacity, which disposition shall be subject to all the terms and conditions for Transfers contained in this Agreement. If the interest is not so transferred or assigned within the lesser of (a) the end of the term of this Agreement, or (b) within 240 days after such Incapacity, the Franchisor may terminate this Agreement immediately upon written notice to you.
- 5.4. The Franchisor may Transfer this Agreement to another party who, upon Transfer, shall assume and be solely responsible for performance under this Agreement.
6. **WARRANTY DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR USE OF THE PHONE NUMBER. THE FRANCHISOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE PHONE NUMBER, OR ANY RELATED MATERIAL, TRAINING, OR ASSISTANCE. THE PHONE NUMBER AND ANY RELATED MATERIAL, TRAINING, OR ASSISTANCE ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, THE FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY ABOUT THE PHONE NUMBER'S RESULTS, CORRECTNESS, ACCURACY, RELIABILITY, OR CURRENTNESS; MAKES NO REPRESENTATION OR WARRANTY THAT THE PHONE NUMBER'S OPERATION WILL BE UNINTERRUPTED OR ERROR FREE; AND MAKES NO REPRESENTATION OR WARRANTY THAT THE FRANCHISOR HAS USED THE PHONE NUMBER.
7. **LIMITATION OF LIABILITY.**
 - 7.1. IN NO EVENT SHALL THE FRANCHISOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF GOODWILL RELATING TO YOUR LICENSING OR USE OF THE PHONE NUMBER, EVEN IF THE FRANCHISOR OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE FRANCHISOR BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING THE PHONE NUMBER UNDER THIS AGREEMENT.
 - 7.2. THE LIABILITY OF THE FRANCHISOR TO YOU FOR DAMAGES OR MONETARY PAYMENTS OF ANY NATURE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), SHALL IN NO EVENT EXCEED

THE LICENSE FEE PAID TO THE FRANCHISOR PURSUANT TO THIS AGREEMENT. THE FOREGOING DESCRIBES YOUR SOLE, AND EXCLUSIVE REMEDY FOR DAMAGES OR MONETARY PAYMENTS AS DESCRIBED ABOVE.

8. Termination; Obligations upon Expiration or Termination.

- 8.1. Termination. This Agreement and License terminates immediately upon termination or expiration of the Franchise Agreement for any reason. The Franchisor has the right to terminate this Agreement upon 10 days written notice to you, without any opportunity to cure the default, for any default by you of any material obligation hereunder. The Franchisor has the right to terminate this Agreement, without an opportunity to cure, if you breach this Agreement, or if you commit a non-curable breach of the Franchise Agreement, or if you are in default of the Franchise Agreement pursuant to a written notice to cure that has not been cured within the time period specified in said notice.
- 8.2. Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason: (a) you shall immediately cease using the Phone Number and pay all amounts you owe the Franchisor; and (b) you shall comply with all terms and conditions in this Agreement that survive its termination. If you are in default under the Franchise Agreement, you are in default under this Agreement. If, due to any default by you, this Agreement is terminated, then you shall pay the Franchisor immediately all related costs, expenses, and fees (including, without limitation, attorneys' and accountants' fees and expenses, costs of investigation, court costs and expenses) incurred by the Franchisor.

9. Limitation of Services or Benefits.

- 9.1. If you are in receipt of a notice of default issued under this Agreement or under the Franchise Agreement and have not cured within any time period permitted in such notice, you agree the Franchisor has the right, in its sole discretion, temporarily or permanently, fully or partially, to limit, curtail, or remove certain services or benefits provided or required to be provided to you hereunder in lieu of exercising its right to terminate this Agreement pursuant to its terms, including, without limitation:
- 9.1.1. To terminate or limit your right to use or your use of some or all of the Phone Number;
 - 9.1.2. To terminate, limit, or refuse to route to your Center calls received through the Phone Number; and
 - 9.1.3. To refuse to provide you with advice about the Phone Number;
- 9.2. Any services or benefits removed, curtailed, refused, or limited under this Paragraph 9 may be reinstated at any time by the Franchisor in its sole and absolute discretion and you hereby agree to accept immediately any such reinstatement of any services or benefits so removed, curtailed, refused, or limited. If the Franchisor reinstates any services or benefits, it has no obligation to provide you any service or benefit previously removed, curtailed, refused, or limited under this Paragraph 9.
- 9.3. You acknowledge and agree that the Franchisor's exercise of its rights under this Paragraph 9 shall not be deemed a constructive termination of this Agreement or of any other agreement between you and the Franchisor, and shall not be deemed a breach of any provision of this Agreement by Franchisor.
- 9.4. You agree the Franchisor shall not be liable for any loss, expense, or damage incurred by you or the Franchised Center because of any action the Franchisor takes under this Paragraph 9. The Franchisor is not obligated to reimburse or compensate you in any way for any service or benefit removed, curtailed, refused, or limited under this Paragraph 9. You shall indemnify and hold harmless the Franchisor and its affiliates and their respective present and past directors, stockholders, officers, employees, and agents from and against all claims, demands, losses, obligations, costs, attorneys' and accountants' fees and expenses, court costs, expenses, liabilities, debts, and damages of every kind and nature resulting or arising, directly or indirectly, from any action the Franchisor takes under this Paragraph 9.

9.5. Nothing in this Paragraph 9 constitutes a waiver of any right or remedy of the Franchisor under this Agreement or at law or in equity or under any other agreement between you and the Franchisor, including, without limitation, the right to terminate this Agreement under Paragraph 8 above.

10. Applicable Law; Forum.

10.1. This Agreement shall be interpreted and construed in accordance with the laws of the state of Delaware, except for such state's conflict-of-law rules. The parties hereto agree that the New Jersey Franchise Practices Act shall not apply to this Agreement.

10.2. Except as otherwise provided herein, any action, whether or not arising out of, or relating to, this Agreement, whenever and wherever incurred, whether vested or contingent, whether in law or in equity, whether directly, representatively, derivatively, or in any other capacity, brought by you or any owner of any interest, directly or indirectly, in any corporation, partnership, or limited liability company that is the Franchisee against the Franchisor shall be brought in the judicial district in which the Franchisor has, at the time of commencement of such action, its principal place of business, as described in Paragraph 30 below. The Franchisor shall have the right to commence an action against Franchisee in any court of competent jurisdiction. All such parties hereby waive all objections to personal jurisdiction or venue for the purpose of carrying out the purposes of this Paragraph 10.2, and such parties agree that nothing in this Paragraph 10.2 shall be deemed to prevent any party to such action from removing the action from state court to federal court. You acknowledge and agree that this Agreement is made in New Jersey and is to be performed in part through services rendered to you in New Jersey.

10.3. You acknowledge and agree that Paragraph 10 of this Agreement governs any dispute under any prior or other agreement between you or any of your affiliates and the Franchisor or any of its affiliates, and that such provision shall supersede and govern any contrary obligation in any such agreement for either such party thereunder to participate in any mediation or arbitration or both in connection with filing an action or claim under such agreement, which such contrary obligation shall be null and void and of no force or effect. You further acknowledge and agree that all such prior and other agreements shall be governed by this Paragraph 10.

11. **Claims Against the Franchisor.** Notwithstanding any other provision of this Agreement, you have no right to make any claim or counterclaim against the Franchisor during the term of this Agreement in any manner other than the manner described in this Paragraph 10.3.

11.1. If, during the term of this Agreement, you have any claim against the Franchisor or any Franchisor affiliate or their present or past directors, stockholders, officers, employees, or agents, including, without limitation, any claim related to Transfer hereunder, any claim that the Franchisor failed to meet any obligation under this Agreement, defaulted under this Agreement, or did not perform under this Agreement, then you shall notify the Franchisor in writing of this claim. This written notice shall describe the claim, provide an opportunity to cure, describe the manner in which you request that the Franchisor cure, and provide a Cure Period within which the Franchisor may cure such alleged default of at least 60 days. Your written notice shall be delivered to the Franchisor in the manner described in Paragraph 30 below. If your notice is not in writing, and does not (1) describe the claim, (2) provide an opportunity to cure, (3) describe the manner in which you request that the Franchisor cure, and (4) provide a Cure Period of at least 60 days, then your notice shall be deemed to be (a) deficient, (b) not a claim upon which the Franchisor is required to act, (c) not an actionable claim, (d) not grounds for your seeking any remedy under this Agreement or otherwise, and (e) not grounds for your termination of this Agreement.

11.2. If you do not file a legal action for such claim, as described in Paragraph 10 above within 30 days after the expiration of the Cure Period, then you shall have evidenced conclusively that you have no claim against the Franchisor and Franchisor affiliates and their respective present and past directors, stockholders, officers, employees, and agents; and you shall have evidenced conclusively that any claim you may have

had is not a claim upon which the Franchisor is required to act, is not an actionable claim, is not grounds for your seeking any remedy under this Agreement or otherwise, and is not grounds for termination by you of this Agreement; and you shall be deemed to have agreed to have waived any right you may have had to initiate any future claim against the Franchisor for the same cause.

12. **Waiver of Rights.** You waive the right: to enforce any oral agreement, promise, representation, or warranty not in this Agreement; to amend, modify, or suspend any provision of this Agreement; to stay the effectiveness of any expiration or termination of this Agreement or any other agreement between you and the Franchisor or any pending expiration or termination thereof; and to seek damages against the Franchisor because the Franchisor insisted upon the execution of a general release or refused its consent or approval under this Agreement. Neither you nor the Franchisor shall seek to litigate as a representative of, or on behalf of, any other person, class, or entity any dispute, controversy, or claim of any kind arising out of, or relating to, this Agreement, the rights and obligations of the parties, or other claims or causes of action relating to the performance of either party to this Agreement. No action or proceeding under this Agreement shall add as a party, by consolidation, joinder, or in any other manner, any person or party other than you and the Franchisor and any person in privity with, or claiming through, in the right of, or on behalf of, you or the Franchisor, unless both you and the Franchisor consent in writing. The Franchisor has the absolute right to refuse such consent.
13. **Limitation on Claims.** You and the Franchisor agree that any and all claims by you against the Franchisor arising out of, or relating to, directly or indirectly, the making of, interpretation of, or performance under this Agreement may not be commenced by you, unless brought before the earlier of (1) the expiration of one year after the act, transaction, or occurrence upon which such claim is based; or (2) one year after this Agreement expires or is terminated for any reason. You agree that any claim or action not brought by you within the periods required under this Paragraph 13 shall forever be barred as a claim, counterclaim, defense, or set off.
14. **WAIVER OF TRIAL BY JURY. YOU AND THE FRANCHISOR AGREE TO WAIVE A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING, WHETHER AT LAW OR IN EQUITY, ABOUT ANY AND ALL ISSUES THAT ARISE OUT OF, CONCERN, OR RELATE TO, THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, YOUR PERFORMANCE OR THE FRANCHISOR'S PERFORMANCE UNDER THIS AGREEMENT, OR OTHERWISE, DURING THE TERM OF THIS AGREEMENT AND AFTERWARDS. YOU AND THE FRANCHISOR MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF YOUR AND THE FRANCHISOR'S CONSENT TO THE WAIVER OF A TRIAL BY JURY. YOU ACKNOWLEDGE AND AGREE YOU HAVE CONSULTED WITH, AND HAVE BEEN ADVISED BY, COUNSEL ABOUT THE TRANSACTION GOVERNED BY THIS AGREEMENT AND SPECIFICALLY ABOUT THE TERMS OF THIS PARAGRAPH 14, WHICH CONCERNS THE WAIVER OF RIGHT TO TRIAL BY JURY BY YOU AND THE FRANCHISOR. YOU AND THE FRANCHISOR AGREE THAT YOUR REPRESENTATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**
15. **Limitation on Remedies.** Except as required to the contrary under the indemnification provisions of Paragraph 21 below or by law, during the term of this Agreement and afterwards, you waive to the fullest extent permitted by law any right to, or claim for, any punitive, speculative, exemplary, incidental, indirect, special, or consequential damages against the Franchisor and all of its affiliates arising out of any cause whatsoever that arises out of, concerns, or relates to, the making of, interpretation of, or performance under, directly or indirectly, this Agreement, whether such cause is based in contract, negligence, strict liability, other tort, or otherwise, including, but not limited to, your claim or counterclaim that the Franchisor unreasonably gave, withheld, or delayed its consent or approval to anything.
16. **No Exclusive Remedy.** No right or remedy conferred upon or reserved to you or the Franchisor by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.
17. **Specific Performance.** Notwithstanding any other provision of this Agreement, the Franchisor has the right to

seek specific performance of any of your obligations under this Agreement or injunctive relief against any conduct that will cause it loss or damage, under customary equity rules, to prevent a breach or threatened breach of this Agreement without the need to show monetary damages and without posting a bond. An application for such a remedy shall not be deemed an election or a waiver of any other remedy. The Franchisor may file an original counterpart or a copy of this Agreement with any court as written evidence of your consent to the issuance of injunctive relief.

18. **Costs and Fees.** Except as otherwise specifically provided for herein, in any judicial or administrative action, order, or proceeding hereunder involving you and the Franchisor during the term of this Agreement or thereafter, the prevailing party shall be entitled to recover its damages, costs and expenses, including all court costs and attorneys' and accountants' fees and expenses.
19. **Taxes.** You shall pay the Franchisor an amount equal to any sales tax, use, or other tax (other than income tax) imposed on the Franchisor with respect to any payments you make to the Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by the Franchisor.
20. **Relationship.** In all matters pertaining to this Agreement, you are, and shall be deemed, an independent party. The Franchisor and its affiliates and their directors, stockholders, employees, and agents shall have no fiduciary obligation to you. You are not, and shall not be deemed, an agent, legal representative, joint venturer, partner, or employee of the Franchisor for any purpose whatsoever. The Franchisor is not liable for your debts, obligations, acts, or refusals to act. You have no right to bind the Franchisor in any way, and you shall not represent that you have any right to do so. You shall conduct all your obligations in your own name and not in the Franchisor's name.
21. **Indemnification.**
 - 21.1. You, and not the Franchisor, are solely responsible for all losses, damages, and liabilities to all your customers, employees, agents, and vendors and to all others, and for all damages to property, and for all physical and mental injury and illness and death of persons arising out of, or with, your acts or omissions; and for your compliance with all federal, state, and local laws, statutes, codes, rules, regulations, and standards, including, by way of example and without limitation, the Americans with Disability Act, as amended (the "ADA"). For all time, you shall indemnify and hold harmless the Franchisor and its affiliates and their respective present and past directors, stockholders, officers, employees, and agents from and against all claims, demands, losses, obligations, costs, attorneys' and accountants' fees and expenses, court costs, expenses, liabilities, debts, and damages of every kind and nature resulting or arising, directly or indirectly, from your acts and omissions, the conduct of your business hereunder, from any violation of any federal, state, or local laws, statute, code, rule, regulation, and standard by you, your business, your Franchised Center, your employees and agents, and from claims by any federal, state, or local governmental agency, bureau, or board and by any person, vendor, landlord, or other individual or entity, whether occasioned by neglect, omission, willful act, or otherwise, including, without limitation, all costs, including attorneys' and accountants' fees and expenses, of defending against them.
 - 21.2. You shall advise the Franchisor if a notice is received that a claim has been or may be filed with respect to a matter covered by this Agreement, and you shall immediately assume the defense thereof at your sole cost and expense. At your sole expense, the Franchisor will endeavor to cooperate with you and your counsel in the defense and settlement, if any, of all such claims. In any event, the Franchisor will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect the Franchisor or its affiliates or their present or past officers, directors, employees, agents, successors, or assigns. The Franchisor may defend, settle, arbitrate, and litigate such action in the manner it deems appropriate and you shall, immediately upon written demand, pay to the Franchisor all costs, including attorneys' and accountants' fees and expenses, and litigation costs, incurred by the Franchisor in effecting such defense, in addition to any sum the Franchisor may pay by reason of any settlement or judgment against the Franchisor.

22. **Fees and Costs.** You agree to pay the Franchisor or its designee all expenses, including, without limitation, attorneys' and accountants' fees and expenses and litigation and court costs, incurred by the Franchisor, its affiliates, and their successors and assigns (1) to issue any notice to remedy any default by you under this Agreement; (2) to issue any notice to remedy any default by you or any of your affiliates under any other agreement between you and any of your affiliates and the Franchisor or any of its affiliates; (3) to enforce any rights under this Agreement or under any other agreement between you and any of your affiliates and the Franchisor or any of its affiliates; (4) to effect termination of this Agreement; (5) to effect termination of any other agreement between you and any of your affiliates and the Franchisor or any of its affiliates; (6) to collect any amounts due under this Agreement; and (7) to collect any amounts due under any other agreement between you and any of your affiliates and the Franchisor or any of its affiliates.
23. **Binding Effect.** Upon its execution by you and the Franchisor, this Agreement shall bind, and inure to the benefit of, you and the Franchisor and your and the Franchisor's permitted heirs, executors, personal representatives, successors, and assigns.
24. **No Right to Withhold Release.** Unless prohibited by law, agree you shall have no right to withhold or delay providing to the Franchisor any release of the Franchisor required or permitted under this Agreement on any grounds, including, without limitation, due to (a) any claim or counter-claim by you under this Agreement or any other agreement between you and the Franchisor or any of its affiliates; or (b) the Franchisor's delay in demanding you provide an release required or permitted under this Agreement. Whenever you are required to execute a release in favor of the Franchisor upon your execution of a right under this Agreement, you agree that such requirement is a material condition to your execution of such right.
25. **Waivers.** Either you or the Franchisor may by written notice unilaterally waive or reduce any obligation of, or restriction upon, the other under this Agreement effective upon delivery of such notice or upon any other effective date stated in such notice. Any such waiver granted by the Franchisor must be signed by a corporate officer of the Franchisor and shall not prejudice any other rights of the Franchisor and will be subject to review continually by the Franchisor, and the Franchisor retains the right to revoke such waiver at any time, effective upon delivery to you of written notice of revocation.
26. **Entire Agreement.** This Agreement and all its exhibits constitute the entire agreement between you and the Franchisor with reference to its subject matter. This Agreement supersedes all prior and contemporaneous negotiations, understandings, representations, and agreements, oral or written, about this Agreement's subject matter. The Franchisor's obligations to you are confined exclusively to this Agreement. Any right granted to you by the Franchisor as to the subject matter hereof is described solely in, and limited to, this Agreement. Except for those specifically permitted to be made unilaterally by you or the Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party, unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.
27. **Severability.** Each article, paragraph, subparagraph, term, condition, and covenant of this Agreement and all portions of them shall be considered severable. If, for any reason, any portion of this Agreement is determined to be unconscionable or unenforceable or invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final unappealed ruling issued by any court, agency or tribunal with valid jurisdiction in an action or proceeding to which the Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portion of this Agreement, all of which shall remain binding on you and the Franchisor and shall continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Agreement as of the date on which the ruling becomes final, if you are a party to this action or proceeding, or on your receipt of notice of non-enforcement from the Franchisor.
28. **Independent Investigation.** You represent that you have been accorded ample opportunity to ask the Franchisor all questions about the Franchisor's Franchise Agreement and Franchise Offering Circular and their exhibits and this Agreement and its exhibits; and the Franchisor has answered all these questions to your full and complete satisfaction; and that you have been accorded ample opportunity to consult with counsel of your own choosing about the risks of entering into this Agreement; and that you have had the Franchisor's Franchise

Agreement and Franchise Offering Circular and their exhibits and this Agreement and its exhibits reviewed by counsel of your own choosing.

- 29. **Disclaimer.** You represent that you have not received from the Franchisor or any present or past Franchisor affiliate or any present or past director, stockholder, officer, employee, or agent of the Franchisor any written or oral statement, representation, or warranty inconsistent with, or contradictory to anything in, the Franchisor's Franchise Agreement or Franchise Offering Circular or their exhibits or this Agreement or its exhibits; or any oral or written promises, representations, or warranties, express or implied, or quantitative or qualitative, about any service or other thing to be provided by the Franchisor that is not in this Agreement; or any oral or written promises, representations, or warranties, express or implied, or quantitative or qualitative, about the rights granted under this Agreement, any franchised Huntington Learning Center, the Franchisor, or Franchisor policy that is contrary to the statements made in the Franchisor's Franchise Agreement or Franchise Offering Circular or their exhibits or this Agreement or its exhibits.
- 30. **Notices.** All notices to you and the Franchisor during the term of this Agreement and afterwards shall be in writing and shall be sent to the other party by registered or certified mail, postage fully prepaid, return receipt requested, or sent by other means which affords the sender evidence of delivery, attempted delivery, or rejected delivery, addressed to such party's principal business address as identified in the Franchise Agreement, or at any other address that you or the Franchisor designates in writing, provided, however, that you shall not designate any address that is a post office box. Notices shall be deemed delivered and received on the earliest of actual receipt; 5 business days after placement in the U.S. mail; or one business day after mailing, if placed in the U.S. mail or a courier service for next business day delivery.
- 31. **ACCEPTANCE AND AGREEMENT.** I HAVE READ AND UNDERSTAND FULLY THIS AGREEMENT AND ALL OF ITS EXHIBITS. I HAVE HAD THIS AGREEMENT REVIEWED BY COUNSEL OF MY OWN CHOOSING. I HAVE CONSULTED WITH, AND HAVE BEEN ADVISED BY, COUNSEL OF MY OWN CHOOSING ABOUT THIS AGREEMENT AND THE TRANSACTION GOVERNED BY THIS AGREEMENT. I ACCEPT AND AGREE TO BE BOUND BY AND TO PERFORM ACCORDING TO THIS AGREEMENT AND EACH AND ALL OF ITS TERMS, WITHOUT RESERVATION. I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND ALL ITS EXHIBITS AT LEAST 5 BUSINESS DAYS BEFORE I EXECUTED IT.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the Agreement Date.

For the Franchisor, Huntington Learning Centers, Inc.,

| | |
|------------------------------|--------------------------|
| <u>Raymond J. Huntington</u> | <u>Chairman</u> |
| <small>Print name</small> | <small>Signature</small> |
| | <small>Title</small> |

Name of Licensee: _____
(Enter the same name that appears before Paragraph 1 of this Agreement),

For the Licensee. (Enter the names of all individuals comprising the Licensee, if the Licensee is an individual; or the names of all corporate officers, if the Licensee is a corporation; or all names of the partners, if the Licensee is a partnership; or all members, if the Licensee is a limited liability company.)

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| <small>Print name</small> | <small>Signature</small> | <small>Title</small> |

GUARANTEE AGREEMENT

In consideration of, and in order to induce Huntington Learning Centers, Inc. (the "Franchisor") to execute the Phone Number License Agreement (the "Agreement"), each of the undersigned personally, unconditionally, and irrevocably, jointly and severally, accept and agree that they shall be bound by, and perform according to, each and all of the provisions, covenants, and conditions of the Agreement executed between the Franchisor and _____, the Licensee, for use of the Phone Number.

Upon demand by the Franchisor, the undersigned will immediately make each payment required of the Licensee under the Agreement. The undersigned hereby waive any right to require the Franchisor to: (a) proceed against the Licensee for any payment required under the Agreement; (b) proceed against or exhaust any security from the Licensee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against the Licensee. Without affecting the obligations of the undersigned under this Guarantee, the Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of the Licensee, or settle, adjust, or compromise any claims against the Licensee. The undersigned waive notice of amendment of the Agreement and notice of demand for payment by the Licensee, and agree to be bound by any and all such amendments and changes to the Agreement. The undersigned hereby agree to defend, indemnify, and hold the Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, attorneys' and accountants' fees and expenses, costs of investigation, court costs and expenses) resulting from, consisting of, or arising out of or in connection with any failure by the Licensee to perform any obligation of the Licensee under the Agreement, any amendment thereto, or any other agreement executed by the Licensee referred to therein. This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned that arose from events that occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect. Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with the dispute resolution provisions of the Franchise Agreement. Notices under this Guarantee shall be furnished to the undersigned in accordance with the Franchise Agreement at the addresses described below.

Notices to the Franchisor: Huntington Learning Centers, Inc.; 496 Kinderkamack Road; Oradell, New Jersey 7649, Attn: Chairman

Notices to Guarantors: (Name and addresses of Guarantors): _____

I have read and understand the Agreement and this Guarantee Agreement. I agree to be bound by, and to perform according to, the Agreement and this Guarantee Agreement. I have a copy of the Agreement and this Guarantee Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed your signature.

Print name Signature/Date

Print name Signature/Date

Print name Signature/Date

