

**EXHIBIT G TO THE OFFERING CIRCULAR
SCHOOL SERVICES AMENDMENT**





This SCHOOL SERVICES AMENDMENT TO HUNTINGTON LEARNING CENTERS, INC. FRANCHISE AGREEMENT (the "Amendment") is made and entered into on _____ (the "Amendment Date") between Huntington Learning Centers, Inc. (the "Company"), a corporation incorporated in Delaware, or its successors and assigns, and you, the Franchisee, _____ an [insert one of: individual, or partnership, or corporation, or limited liability company] _____.

"You" and "Franchisee", as used in this Amendment, mean the individuals, corporation, partnership, or limited liability company referenced as Franchisee in the opening paragraph of this Amendment.

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

1. Background

- 1.1. Franchise Relationship. You and the Company have entered into a franchise agreement dated _____ (the "Franchise Agreement") regarding the operation of a franchised Huntington Learning Center (the "Franchised Center") for the Exclusive Area or Territory identified in the Franchise Agreement as _____.
Although not obligated to do so, the Company has offered you the opportunity to enter into this Amendment. You are not required to enter into this Amendment in connection with the Franchise Agreement or otherwise.
- 1.2. Contemplated contract with the LEA. The "LEA" is _____ which is located in the state or commonwealth of _____ (the "State"). The Company and the LEA are contemplating entering into an agreement (the "Contract") for provision by the Company or its designees of certain educational services in connection with the federal No Child Left Behind Act of 2001 and any amendment thereof (collectively, the "NCLB Act") to students attending certain schools managed, operated, or otherwise associated with the LEA ("Schools") or to students otherwise associated with the LEA or the Schools ("Students"). Parents or guardians of Students are herein termed "Parents." If the Company and the LEA enter into the Contract, then you and the Company shall execute the attached Exhibit A.
- 1.3. The Company's Approved Provider Status. The Company has applied to the State for the status of approved provider ("Approved Provider Status") in connection with the NCLB Act and on _____ was granted such status. This status expires on _____.

2. Grant; Representations

- 2.1. Grant. If the Company enters into the Contract, then, subject to the provisions of the Franchise Agreement, as amended hereby, and as described in this Amendment, the Company grants to you, and you accept, the limited and non-exclusive right and obligation to offer and provide to Students at your sole cost the educational services described in the Contract (the "School Services") solely within the schools or geographic area (the "School Service Area") set forth in Exhibit B to this Amendment. The School Services you agree to provide hereunder are supplemental educational services to be provided to students only in the Franchised Center or in Schools or at other locations outside of the Franchised Center, as described in Paragraph 5.2 below. At your sole expense, you agree to perform the Company's obligations under the Contract as described in this Amendment.
- 2.2. Huntington Services. You and the Company agree that, except as provided in this Amendment, any and all references in the Franchise Agreement to the term, "Huntington Services," shall be deemed to include and also refer to such School Services, and that the Franchise Agreement, as amended hereby, shall govern your offering and provision of such School Services to Students. As used in this Amendment, the term, "non-School Services", shall mean all Huntington Services, except School Services. Unless specifically

stated otherwise, the capitalized terms used in this Amendment shall have the same meaning as in the Franchise Agreement. All terms and conditions of the Franchise Agreement that are not amended by this Amendment are hereby ratified and confirmed.

- 2.3. Grant Limited to School Service Area. You acknowledge and agree that the rights granted to you under this Amendment are non-exclusive. You agree the Company has the right at any time to offer and provide, and may grant to any third party the right to offer and provide, School Services in connection with the Contract or any other contract with the LEA or with any other local education agency at any location. Notwithstanding the foregoing sentence, during the term of this Amendment, the Company will not provide, and will not grant to any third party the right, to provide School Services within your School Service Area.
- 2.4. Retained Rights. You agree that only the Company and its affiliates have the right, but not the obligation, (1) to apply, and to obtain approval, to extend, modify, or terminate the Contract; (2) to obtain approval to provide educational services in connection with any local, state, or federal government program, including, without limitation, the NCLB Act; and (3) to apply, and to obtain approval, as an approved provider in the State and the state(s) in which the Franchised Center and School Service Area are located. An "affiliate" shall mean an entity or person controlling, controlled by, or under common control with, another entity or person.
- 2.5. Agreement To Notify. You agree that you will notify the Company in writing immediately upon the occurrence of your failure to fulfill any of your obligations to the LEA or to any School, Student, or Parent under this Amendment or any notification by any party, including, without limitation, the LEA and any School, Student, and Parent, of any such failure or accusation of such failure.
- 2.6. Right to Fulfill Obligations. You agree that the Company has the right, but not the obligation, through itself or its designee, to fulfill your obligations under the Contract at any location, including at any location within your School Service Area, immediately upon the occurrence of your failure to fulfill any of your obligations to the LEA or to any School or Student under this Amendment.
- 2.7. Limitation on Marketing.
 - 2.7.1. You acknowledge that any franchised Huntington Learning Center now or hereafter established may be party to an agreement with the Company under which you are not permitted to advertise or market School Services within the territory or exclusive area granted under the franchise agreement for such Huntington Learning Center. You agree that, in such event, you will not advertise, market, or offer any School Services within such territory or exclusive area, unless permitted by the Company in writing.
 - 2.7.2. You agree you shall not market School Services in any geographic area, except within the School Service Area identified in Exhibit B, the Contract, or in writing by the Company.
- 2.8. Dependency of Continuing Rights. You agree that the continuing force and effectiveness of your rights under this Amendment are expressly dependent upon both (1) the continuance in its form as of the Amendment Date of the federal government's program under the NCLB Act and (2) the maintenance of the Company's (a) Approved Provider Status by the State, LEA, and the state(s) in which the Franchised Center and School Service Area are located and (b) continuing right to provide School Services under the Contract; and changes in the NCLB Act or the Contract as a result of such program or status may further affect significantly or terminate your rights hereunder.

2.9. Representations. You agree to each of the following:

- 2.9.1. You have read and fully understand the Contract, if any, and its attachments, this Amendment and its attachments, and the Franchise Agreement and its attachments;
- 2.9.2. The rights and obligations granted to you under this Amendment comprise a new and distinct body of rights and obligations not granted to you under the Franchise Agreement or under any other agreement between you and the Company or any of its affiliates, except for any other school services amendment to the Franchise Agreement in effect and executed before the Amendment Date;
- 2.9.3. The Company is not obligated under the Franchise Agreement, this Amendment, or under any other agreement with you to offer you this Amendment or any other amendment to the Franchise Agreement, including any other amendment containing any rights or obligations the same as or similar to those in this Amendment;
- 2.9.4. Nothing contained in this Amendment constitutes a waiver by the Company of any of its rights under the Franchise Agreement or under any other agreement between you and any of your affiliates and the Company and any of its affiliates; and
- 2.9.5. This Amendment amends the terms of the Franchise Agreement to include the terms and provisions contained herein.

3. **Term; Extensions**

- 3.1. Term of This Amendment. Except as otherwise provided herein, the term of this Amendment shall begin on the Amendment Date and this Amendment and all rights granted under it shall expire on the earlier of expiration, termination, or transfer of the Contract or of the Franchise Agreement for any reason.
- 3.2. Your Limited Right To Terminate. If the Company and LEA have not entered into the Contract within 90 days of the Amendment Date, then you have the right to request to terminate this Amendment and all rights and obligations granted under it upon 30 days' written notification to the Company. If, during this 30-days' written notification period, the Company and the LEA enter into a Contract, then you hereby agree (a) your request to terminate is null and of no effect and this Amendment remains in full force, binding you and the Company; and (b) to execute the attached Exhibit A. If the Company and the LEA do not enter into a Contract during this 30-days' written notification period, then, upon the 31st day after the Company receives your written notification, this Amendment and all rights and obligations granted under it shall terminate without notice to you.
- 3.3. The Company's Right To Terminate. If the Company and LEA have not entered into a Contract, then the Company has the right to terminate this Amendment and all rights and obligations granted under it at any time.
- 3.4. Extension of the Term of This Amendment. Notwithstanding the foregoing in this Paragraph 3, if the Company, the LEA, and you agree to extend the term of the Contract or to execute a new contract on terms, which, in the Company's sole discretion, are the same as or similar to those in the Contract, then the Company shall have the option, in its sole discretion, to extend the term of this Amendment in writing to the same term as provided under the extended Contract or such new contract, and you agree to comply with this Amendment for its extended term.
- 3.5. Continuation of This Amendment in Order To Fulfill Contract Requirements. Notwithstanding the foregoing in this Paragraph 3, if the Contract expires or is terminated and you have not yet provided to any Students all of the School Services you agreed to provide to such Students during the term of the Contract, then you shall continue to provide such School Services in accordance with the terms of the Contract, until

your obligations to such Students have been met fully. Any revenue received therefrom shall be deemed to have been received by you as of the date the Contract expires or is terminated.

4. Company's Duties

- 4.1. School Services Manual. The Company will lend you one copy of the manual used in connection with School Services (the "School Services Manual") for use solely by you and solely during the term of this Amendment. During the term of this Amendment, the Company will provide you with modifications, additions, and deletions to the School Services Manual as the Company determines and in the manner determined by the Company.
- 4.2. Training. The Company reserves the right to offer an initial and ongoing training to you and the individuals described in Paragraph 5 below.

5. Franchisee's Duties

- 5.1. Your Best Efforts. If the Company enters into the Contract, then you agree to use your best and continuing efforts to promote, develop, and provide School Services in the School Service Area during the term of this Amendment.
- 5.2. Location of Services; Facility. If the Company enters into the Contract, then, you agree to offer School Services in the Franchised Center or in one or more Facilities (described below). If the Contract requires you to offer School Services outside the Franchised Center, then you agree to enter into an oral or written arrangement with (a) one or more Schools to use their facilities or (b) one or more local facilities in close proximity to the Schools, such as community centers, to use their facilities (such schools and facilities are herein termed collectively "Facilities"). If the Contract permits you to offer School Services outside the Franchised Center, then, at your option, you may enter into such an arrangement with one or more Facilities. If the Company enters into the Contract, then you agree to provide School Services solely at the Franchised Center or at your Facilities and at no other location. You and the Company agree that, solely for the term of this Amendment, any and all references in the Franchise Agreement to the term, "Franchised Center", shall be deemed to include and also refer to such Facilities, and that the Franchise Agreement, as amended hereby, shall govern your offering and provision of such School Services to Students at such Facilities. If the Company enters into the Contract, then, you agree to the following:
 - 5.2.1. You shall notify the Company in the frequency and manner directed by the Company of each Facility and of your arrangement with each Facility.
 - 5.2.2. You, and not the Company, shall be responsible for all arrangements with Facilities; shall comply with all terms of such arrangements, including payment of all fees and costs and performance of all obligations; shall undertake your best efforts to maintain a good and positive working relationship with the LEA, Schools, and each Facility owner or manager; and shall not agree to anything inconsistent with the Franchise Agreement, as amended by this Amendment.
 - 5.2.3. You agree to pay all costs and expenses in connection with your use of each Facility, including, without limitation, all related costs and expenses of construction, furnishing, maintenance, refurbishment, modification, and upgrading, if any.
 - 5.2.4. You shall not relocate any of your Facilities without the prior written approval of the Company.
 - 5.2.5. The Company will not require you to utilize the Huntington Learning Center trade dress at any of your Facilities or to maintain or refurbish any of your Facilities, except as provided in the School Services Manual.

- 5.2.6. Upon termination of this Amendment for any reason, you agree that, at your sole expense, you will immediately terminate your use of any Facility.
- 5.3. No Transportation of Students. You agree you shall not transport or provide or arrange for transportation of any Student to or from any School, to or from any Facility, or to or from the Franchised Center.
- 5.4. School Services Manual; Training. If the Company enters into the Contract, then you shall provide all School Services in accordance with the School Services Manual and the Franchise Agreement, as amended hereby, including, but not limited to, any initial and ongoing training required by the Company.
- 5.5. Inspection. To the extent permitted by the Facility, you agree to permit the Company and its agents and designees and the LEA and its agents and designees to enter upon and inspect all your Facilities, as provided in the Franchise Agreement, as amended hereby.
- 5.6. School Service Manager. If the Company enters into the Contract, then you agree to appoint a manager (the "School Service Manager") to supervise your provision of School Services during the term of this Amendment.
- 5.7. School Services Telephone Numbers. You agree that, if you obtain separate telephone numbers for use in connection with School Services (the "School Services Telephone Numbers"), then you will maintain such School Services Telephone Numbers in good condition at your sole expense solely during the term of this Amendment; and, upon termination of this Amendment for any reason, at your sole expense, you will immediately terminate your use of any such School Services Telephone Numbers. You agree all School Services Telephone Numbers you use in connection with School Services shall be distinct and separate from any telephone number you use in connection with any non-School Services. You agree not to use for School Services any telephone number you use in connection with any telephone number you use for non-School Services.
- 5.8. School Services Software. If the Company enters into the Contract, then you agree to license from the Company its management information system used in connection with School Services (the "School Services Software") by executing Huntington's then-current, non-exclusive software license agreement simultaneously with your execution of this Amendment.
- 5.9. Compliance with Laws. If the Company enters into the Contract, then you agree to comply with all requirements of the NCLB Act, including, but not limited to, complying with the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, and any other federal, state, or local health, safety, or civil rights law as required by the NCLB Act or by the State or LEA;

6. Fees; Payment

- 6.1. School Service Amendment Fee. In consideration of the rights granted in this Amendment, you shall pay to the Company, upon your execution of this Amendment, a non-refundable initial fee of \$500 (the "School Service Amendment Fee"), receipt of which the Company hereby acknowledges.
- 6.2. School Service Revenue.
- 6.2.1. You and the Company agree that "School Service Revenue" shall mean all revenue, including cash, cash equivalents, and credit, derived directly or indirectly from all business conducted in connection with School Services with the use of the Marks or upon, from, or with, any Facility, the Franchised Center, or any other franchised Huntington Learning Center operated by you or any of your affiliates under a franchise agreement with Huntington Learning Centers, Inc., whether evidenced by check, cash, credit, charge, exchange, or otherwise and whether for services or products provided or to be provided.

- 6.2.2. School Service Revenue is not part of Gross Revenue under the Franchise Agreement. School Service Revenue shall not include sales or similar tax that, by law, is chargeable to customers (if such taxes are separately stated and charged to the customer, paid by the customer, and paid to the appropriate taxing authority by you) or any documented refund given to customers by you in good faith. School Service Revenue shall not be offset by any expense.
- 6.3. Contract Period. You and the Company agree that the "Contract Period" is that period of time beginning on the earlier of (a) the date of the Contract or (b) the date you first offer services under the Contract; and ending the earlier of (1) 12 months after such date or (2) the date the Contract expires or terminates.
- 6.4. School Service Royalty; Estimated School Service Royalty; Accounting
- 6.4.1. *School Service Royalty*. Each Contract Period, you shall pay to the Company a non-refundable, school service royalty ("School Service Royalty") in an amount computed as follows:
- 6.4.1.1. 8% of all School Service Revenue less than \$100,000 in such Contract Period;
- 6.4.1.2. 10% of all School Service Revenue greater than or equal to \$100,000 and less than \$200,000 in such Contract Period;
- 6.4.1.3. 12% of all School Service Revenue greater than or equal to \$200,000 and less than \$300,000 in such Contract Period; and
- 6.4.1.4. 14% of all School Service Revenue greater than or equal to \$300,000 in such Contract Period.
- 6.4.2. *Estimated School Service Royalty*. Upon your receipt of any School Service Revenue, you agree to pay to the Company estimated School Service Royalty ("Estimated School Service Royalty") in an amount computed as 10% of such School Service Revenue and in the manner described in Paragraph 6.5 below.
- 6.4.3. *Accounting*.
- 6.4.3.1. Within 30 days after the end of a Contract Period, you shall provide to the Company an accounting in a manner satisfactory to the Company of (a) the School Service Revenue you received or accrued during that Contract Period; (b) the Estimated School Service Royalty you paid the Company for that Contract Period; and (c) the School Service Royalty due the Company for that Contract Period.
- 6.4.3.2. If the monies due for the School Service Royalty for a Contract Period exceed the Estimated School Service Royalty monies paid by you to the Company during or for that Contract Period, then, within 40 days after the end of that Contract Period, you shall pay the Company any difference between these two amounts.
- 6.4.3.3. If the monies due for the School Service Royalty for a Contract Period are exceeded by the monies you paid for the Estimated School Service Royalty paid by you to the Company during or for that Contract Period, then, within 30 days after you provide the Company with the accounting required under Paragraph 6.4.3, the Company shall pay you the difference between these two amounts for that Contract Period or, at the Company's option, credited to any amount owed by you to the Company or any affiliate of the Company.
- 6.5. Manner of Payment. You shall pay each Estimated School Service Royalty payment and School Service Fee (the term, School Service Fee, is described in Paragraph 7.4.1 below) to the Company or its designee

by electronic payment. You shall pay all amounts due the Company at the Company's principal business address as identified in Paragraph 17 below, or at any other address the Company designates in writing. You shall accompany each such payment with a profit and loss statement, operations statement, and other reports in the manner and format required in the School Services Manual or by the Company in writing. Any Estimated School Service Royalty payment or School Service Fee payment not actually received by the Company or its designee within 5 days of your receipt of the associated School Service Revenue shall be deemed overdue. Any Estimated School Service Royalty payment or School Service Fee 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.

6.6. LEA Payment; Service Fee

6.6.1. *Right To Receive LEA Payments.* Any payment you receive or accrue from the LEA for provision of School Services provided by you (the "LEA Payment") shall be deemed to be School Service Revenue under this Amendment. You agree that, if you fail to pay the Company any amount or amounts totaling \$1,000 or more you owe to the Company or any of its affiliates, including, without limitation, any amount due under the Franchise Agreement, as amended hereby, then the Company shall have the right to receive all LEA Payments for all School Services provided by you, until all amounts owed by you to the Company and its affiliates are paid in full.

6.6.2. *Right To Deduct Amounts Owed.* If the Company receives any LEA Payment from the LEA for any School Service provided by you, then the Company has the right to deduct from any such LEA Payment any amount owed by you to the Company, any affiliate of the Company, or to the School Services Fund, including, without limitation, any amount due under the Franchise Agreement, as amended hereby, and any other agreement between you and the Company and between you and any affiliate of the Company.

6.6.3. *Service Fee as Payment for Receiving LEA Payments.* If the Company receives any LEA Payment for any School Service provided by you, the Company will deliver such LEA Payment to you less a fee (the "Service Fee") and any amount owed by you to the Company or to any of its affiliates, as described in Paragraph 6.6.2 above. The Service Fee is in addition to all other payments you are required to make to the Company under the Franchise Agreement, as amended hereby. The Service Fee is computed as 1% of all LEA Payments received by the Company from the LEA.

6.6.4. *Fees, Costs, and Expenses.* You agree to pay immediately upon demand all fees, costs, and expenses imposed upon, or levied against, you by any third party due to your provision of School Services. You agree to pay immediately upon demand all fees and expenses imposed upon, or levied against, the Company under the Amendment, the Contract, or otherwise incurred by the Company due to your provision of School Services.

6.7. Audit. To ascertain your compliance with this Amendment, the Contract, and the School Services Manual, the Company and its agents and designees shall have the right to enter the Franchised Center and, to the extent permitted by the Facility, each of your Facilities without notice to you and at any time to examine, inspect, copy, and audit all your books, computers, records, accounts, tax returns, bank records, computer software and data, bookkeeping, revenue, expenses, reports, curricula, testing materials, student and teacher files, and all items required under the Contract and this Amendment. You shall permit and assist this examination, inspection, and audit. If any LEA or Company inspection or audit discloses that School Service Revenue is understated by 3% or more on any statement or payment made by you, then, immediately upon the Company's written demand, in addition to paying the Company applicable late fees and interest from the date such amounts were due, you shall also pay to the Company (a) the additional amount due as a result of such underpayment, and (b) all related costs incurred by the Company in conducting the inspection or audit, including, without limitation, travel, lodging, wages, and attorneys' and accountants' fees and expenses. The foregoing remedies shall be in addition to any other remedies the

Company may have under the Franchise Agreement, as amended hereby, or at law or in equity.

6.8. Reporting.

- 6.8.1. *Data Required Under the Contract.* If the Company enters into the Contract, then you agree to comply fully with the terms of the Contract; and you agree to maintain all data, including, but not limited to, books, records, accounts, and files, required under the Contract and for the time period that is the greater of (a) the time period required under the Contract and (b) three years after the Contract expires or is terminated.
- 6.8.2. *Data Required by the Company.* If the Company enters into the Contract, then you agree to record all School Service revenue and operational activity from the Franchised Center and from each Facility and to maintain records of each Facility in the manner required by the Company under the Schools Service Manual, the Franchise Agreement, as amended hereby, and as directed by the Company's in writing from time to time; and you agree to maintain all data, including, but not limited to, books, records, accounts, and files, relating to your provision of School Services the Company requires in the School Services Manual or otherwise in writing from time to time.
- 6.8.3. *Submission of Data To the LEA.* If the Company enters into the Contract, then you agree to submit to the LEA all data and reports it requires in the manner and within the time periods it requires, and to submit contemporaneously to the Company copies of all such data and reports;; and you agree to submit to the Company all data and reports it requires in the manner it requires, both during the term of this Amendment and thereafter.
- 6.8.4. *Submission of Data To the Company.* The Company has the right to require, in the School Services Manual or otherwise in writing, that you submit any report or data required under this Amendment directly to the Company at the times and with the frequency designated by the Company, by electronic communication (including over the Internet), or such other means as the Company may specify from time to time; and that you grant the Company the right to access and record the programs and data of the School Services Software.
- 6.8.5. *Costs and Expenses.* You agree to bear all costs and expenses related to the provisions of this Paragraph 6.8.

7. Marketing

- 7.1. *Best Efforts.* If the Company enters into the Contract, then during the term of this Amendment, you agree to market and promote the sale of School Services in the School Service Area actively and diligently and in conformity with this Amendment, the School Services Manual, and as directed by the Company from time to time.
- 7.2. *School Visits.* During the term of the Contract, you agree to use your best efforts to visit or contact regularly each of the Schools in the School Service Area. During each such visit or contact, you agree to use your best efforts to meet or speak with each School's staff, including its administrators and teachers, and to communicate meaningfully with such staff in connection with your offering School Services to the School's Students.
- 7.3. *Importance of Marketing.* You acknowledge and agree that the marketing described in this Paragraph 7 is material to this Amendment. You agree to bear all costs of marketing School Services, including the costs associated with marketing described in this Paragraph 7. You agree that all such marketing costs are in addition to any minimum or other advertising expenditure required under the Franchise Agreement.
- 7.4. School Services Fund. You acknowledge and agree that:

7.4.1. *School Service Fee.* Upon your receipt of any School Service Revenue, you agree to pay to the Company or its designee a non-refundable fee (the "School Service Fee") in an amount computed as 2% of such School Service Revenue and in the manner described in Paragraph 6.5 above.

7.4.2. *Huntington School Services Fund, Inc.* An affiliate of the Company, Huntington School Services Fund, Inc., shall control and determine the manner in which the monies in the School Services Fund are expended.

7.4.3. *Use of the School Services Fund.*

7.4.3.1. Except as otherwise described in Paragraph 7.4, the School Services Fund, all contributions thereto, and earnings thereon, shall be spent on lobbying, marketing, and related activities in connection with the NCLB Act; marketing and application for approved provider status; marketing, soliciting, obtaining, and managing contracts with LEAs; marketing and solicitation to schools, parents, and students; recruiting and solicitation of parents and students; marketing to, lobbying of, and participation in educational and other trade organizations and associations, governmental entities, and any related entities or organizations, and any activities related thereto; market research; development, production, and placement of marketing programs and materials in any media and in any geographic or market area; enhancing or supporting the Company's brand awareness and brand in educational and marketing activities; administering, directing, preparing, placing, and paying for lobbying, promotions, public relations, market research, advertising, and related activities, including the cost of preparing and conducting television, radio, trade shows, electronic media (including, without limitation, the Internet), direct mail, magazine, and newspaper advertising and lobbying and public relations activities and related activities and employing advertising, lobbying, and other agencies to assist with all these activities; and any and all costs of all activities described in Paragraph 7.4.

7.4.3.2. You acknowledge and agree that the School Services Fund may be used to cover all administrative and operating costs and third-party expenses of the School Services Fund and Huntington School Services Fund, Inc., including, without limitation, accountants' and attorneys' fees and expenses. The School Services Fund shall not be used to defray any of the Company's general operating expenses, except that the School Services Fund shall pay monthly to the Company 5% of the monies contributed to the School Services Fund to reimburse the Company for administrative costs and overhead incurred by the Company in any activities related to the administration of the School Services Fund. You acknowledge and agree that the School Services Fund may provide coverage that is local, regional, national, or international in scope; that Huntington School Services Fund, Inc. is not obligated to spend any School Services Fund monies in the geographic or market area in which the Franchised Center or any of your Facilities are located or in any manner that is proportionate or equivalent to your contributions; and that you may receive no direct or indirect benefit whatsoever from the School Services Fund. Huntington School Services Fund, Inc. shall have the right to accumulate monies in the School Services Fund. Huntington School Services Fund, Inc. may accumulate any monies in the School Services Fund that are not spent in the year in which they accrue. Although the School Services Fund is intended to be of perpetual duration, the Company has the right to terminate it.

7.4.3.3. You are not a third party beneficiary with respect to the School Services Fund. There shall be no formal or informal fiduciary or trustee relationship between the Company or Huntington School Services Fund, Inc. and the School Services Fund or between the Company and Huntington School Services Fund, Inc. established by this Amendment, the passage of time, or otherwise. The Company and Huntington School Services Fund,

Inc. have the right to use the School Services Fund to defend, indemnify, and hold harmless the members of Huntington School Services Fund, Inc. and the Company and its affiliates and their respective present and past directors, stockholders, officers, employees, and agents from all claims, demands, losses, obligations, costs, attorneys' and accountants' fees and expenses, expenses, liabilities, debts, and damages resulting, directly or indirectly, from administration of the School Services Fund.

- 7.5. Advertising Fund. You acknowledge and agree that, in all references to the Advertising Fund in the Franchise Agreement, the term Huntington Services shall not include or refer to School Services, and the advertising and promotion provisions of the Franchise Agreement do not apply to School Services.

8. Assignment

- 8.1. Definition. "Assignment" shall mean the direct, indirect, or contingent sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance (whether by or among any of the Franchisee Members or others and whether by agreement or by law) of any interest in this Amendment.
- 8.2. No Right To Assign. You shall not Assign this Amendment or any of your rights or obligations hereunder, without the Company's prior written approval, which it may refuse for any or no reason in its sole discretion. Any Assignment or attempted Assignment by you of this Amendment or of any of your rights or obligations hereunder shall be a material breach of this Amendment.
- 8.3. Company's Right To Assign. The Company has the right to Assign its rights and obligations under this Amendment to any third party who, upon Assignment, shall assume and be solely responsible for performance of the Company's obligations under this Amendment.

9. Warranty Disclaimer; Indemnification; No Guarantee; Fees and Costs; Limitation on Claims

- 9.1. Warranty Disclaimer. The Company makes no warranty or representation that it will enter into the Contract or into any contract with the LEA; about this Amendment or the Contract whatsoever; that you will provide any School Services; or that you will derive any revenue or profit under this Amendment or the Contract. You agree that the Company and all Company affiliates and their respective present and former officers, directors, shareholders, agents, contractors, and employees in both their individual and corporate capacity shall not be liable in any manner whatsoever because of your provision, or attempt to provide, School Services or because of your securing any Facility.
- 9.2. Indemnification.
- 9.2.1. You, and not the Company, are solely responsible for the School Services you offer or provide and that you attempt to offer or provide under this Amendment. Without limiting the foregoing, you, and not the Company, are solely responsible for all losses, damages, and liabilities to the LEA; the Schools; the LEA's and the Schools' employees and agents; Students; Parents; all your customers, employees, agents, and vendors; and to all others, and for all damages, including damage to property, educational malpractice, breach of the Contract, and for all physical and mental injury and illness and death of persons arising out of, or related to this Amendment and the Contract, directly or indirectly, your acts or omissions hereunder, the acts or omissions of your employees and agents hereunder, and your compliance with all federal, state, and local laws, statutes, codes, rules, regulations, and standards, including, without limitation, the NCLB Act. For all time, you shall indemnify and hold harmless the Company 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 accounts' fees and expenses, court costs, expenses, liabilities, debts, and damages of every kind and nature arising out of, or relating to, directly or indirectly, the making of, interpretation of, or performance under this Amendment, the Contract, your acts or omissions hereunder, and the acts or omissions of your employees and agents

hereunder.

9.2.2. You shall advise the Company if a notice is received that a claim has been or may be filed with respect to a matter covered by this Amendment or the Contract, and you shall immediately assume the defense thereof at your sole cost and expense. In any event, the Company will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect the Company or its affiliates or their present or past officers, directors, employees, agents, successors, or assigns. The Company may defend, settle, arbitrate, and litigate such action in the manner it deems appropriate and you shall, immediately upon written demand, pay to the Company all costs, including attorneys' and accountants' fees and expenses and litigation costs, incurred by the Company in effecting such defense, in addition to any sum that the Company may pay by reason of any settlement or judgment against the Company.

9.3. Guarantee. You agree that if your spouse, the owners of any interest in an entity Franchisee, or the spouses of such owners are not the Franchisee, then these individuals shall execute the Guarantee attached as Exhibit C to this Amendment.

9.4. No Action Deemed a Guarantee. You agree that, except as otherwise specifically stated herein, the Company has the absolute right to exercise its own judgement on various matters about this Amendment, School Services Manual, LEA, Contract, NCLB Act, Students, Parents, Approved Provider Status, School Services, non-School Services, School Service Area, and Facility, and has the absolute right to approve, disapprove, give its consent, and refuse its consent to your requests in its sole and absolute discretion.

9.5. Fees and Costs. You agree to pay the Company all expenses, including, without limitation, attorneys' and accountants' fees and expenses and litigation and court costs, incurred by the Company, its affiliates, and their successors and assigns (1) to issue any notice of default to you under this Amendment, any amended or successor agreement, or any other agreement between you and the Company or any of its affiliates; (2) to remedy any defaults of, or enforce any rights under, this Amendment; (3) to effect termination of this Amendment; (4) to collect any amounts due under this Amendment, any amended or successor agreement, or any other agreement between you and the Company or any of its affiliates; and (5) to process any amount you pay to the Company or to any of its affiliates, including, by way of example, any fees imposed by any credit card or other company to process any credit card or other payment you make to the Company or any of its affiliates.

9.6. Limitations on Claims

9.6.1. *Limitations on Right To Sue.* You and the Company agree that you and your affiliates, and your and their respective present and past directors, officers, shareholders, members, and partners covenant not at any time to bring any claim or counterclaim against, or sue or institute any arbitration action against, the Company or any of its affiliates, or any of their respective present or past directors, officers, shareholders, employees, or agents for any claims, counterclaims, or causes of action arising from any of the following:

9.6.1.1. Modification, expiration, or termination of the federal or State government's program, funding, or rules under the NCLB Act;

9.6.1.2. Any loss by the Company for any reason of (1) the Company's Approved Provider Status by the State, LEA, or the state in which the Franchised Center or School Service Area is located or (2) its right to provide School Services under the Contract;

9.6.1.3. Non-execution of the Contract by any party for any reason;

9.6.1.4. Expiration or termination of the Contract for any reason;

- 9.6.1.5. Exercise by the Company of its right to offer or provide, or its right to grant to any third party the right to offer or provide, School Services in connection with the Contract or educational services in connection with the NCLB Act, as described in Paragraph 2.3 above;
 - 9.6.1.6. Exercise by the Company of its right, through itself or its designee, to fulfill your obligations under the Contract, as described in Paragraph 2.6 above; and
 - 9.6.1.7. The presence of any franchised Huntington Learning Center now or hereafter established with a territory or exclusive area within which you are not permitted to advertise or market School Services, as described in Paragraph 2.7 above.
- 9.6.2. For all time, you and the Company agree that any and all claims and counterclaims by you against the Company arising out of, or relating to, directly or indirectly, the making of, interpretation of, or performance under this Amendment 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 or counterclaim is based; or (2) one year after this Amendment expires or is terminated for any reason. You agree that any claim, counterclaim, or action not brought by you within the periods required under this Paragraph 9.6.2 shall forever be barred as a claim, counterclaim, defense, or set off.
10. **Insurance.** In addition to all insurance required under the Franchise Agreement, you agree to procure and keep in full force all insurance (a) required under the Contract for a provider of School Services; (b) required under the Contract for a provider of School Services for the term of the Contract and any extension thereof, for as long as you provide any School Services, and at all times you are eligible to provide School Services in connection with the Contract; and (c) required by the Company in writing from time to time. You shall name the Company as an additional insured under such insurance. You shall provide the Company with a Certificate of Insurance evidencing such insurance before you provide any School Services in connection with the Contract, and upon the Company's written request.
11. **Your Request To Terminate this Amendment or To Limit the Number of Students.**
- 11.1. Your Request To Terminate or To Limit. If you request in writing to terminate this Amendment before the end of its term, then the Company will attempt to terminate your obligations under the Contract, subject to the consent of the LEA and the terms of the Contract and the Franchise Agreement, as amended hereby. If the Contract provides the Company may limit the number of Students it services, then, upon your written request to the Company, the Company will request of the LEA to limit the number of students you serve, subject to the consent of the LEA and the terms of the Contract and the Franchise Agreement, as amended hereby.
 - 11.2. No Company Liability. You shall not hold the Company liable in any way if, for any reason, it is unable to terminate or limit your obligations under the Contract in any way or to limit the number of Students either it or you serve under the Contract in any way, including, but not limited to, within or for any time period you request or in the manner you request, or otherwise.
 - 11.3. Indemnification. If the LEA or any Student, Parent, or other party initiates any legal, administrative, or other action, whether warranted or not, against the Company as a result of its terminating or attempting to terminate your obligations or its limiting or attempting to limit the number of Students it serves or you serve, you agree to defend and indemnify the Company as provided in Paragraph 9.2 above.
 - 11.4. Company's Right To Fulfill Your Obligations. You acknowledge that, as a result of the Company's terminating or attempting to terminate or limiting or attempting to limit your obligations under the Contract, the LEA may require the Company or its designees provide services under the Contract the same as or similar to the Contract Services provided by you under this Amendment. In such case, you agree the

Company has the absolute right to refuse any request to terminate or to limit your obligations under this Amendment. Without limiting the foregoing, the Company has the right, but not the obligation, to comply with the LEA's requirement or to fulfill your obligations under the Contract at any location, including at any location within your Area.

11.5. Costs and Expenses.

11.5.1. *Termination Costs and Expenses.* If the Company incurs any cost or expense, including, but not limited to, attorneys' and accountant's fees and expenses, in terminating or attempting to terminate your obligations under the Contract or in terminating or attempting to limit the number of Students it serves or you serve, you agree to pay the Company all such costs and expenses immediately upon written demand.

11.5.2. *Delivery Costs and Expenses.* If the Company incurs any cost or expense in delivering or attempting to deliver those services required under this Amendment, then you agree to pay the Company all such costs and expenses, less any income derived from the Company's provision of such services, immediately upon written demand.

12. **Termination; Default; Obligations upon Termination**

12.1. Termination. This Amendment and all rights and obligations granted under it shall terminate immediately and without notice to you upon the earlier of any of the following:

12.1.1. Expiration or termination of the Contract for any reason;

12.1.2. Expiration or termination of the Franchise Agreement for any reason;

12.1.3. Any Transfer by you of the Franchise Agreement;

12.1.4. Any Assignment or attempted Assignment by you;

12.1.5. Expiration or termination of the federal or State government's or the LEA's program, funding, or rules under the NCLB Act;

12.1.6. Loss by the Company for any reason of Approved Provider Status by the State, LEA, or the state in which the Franchised Center or School Service Area is located; or

12.1.7. Loss by the Company for any reason of its right to provide School Services under the Contract.

12.2. Right To Terminate. You agree the Company has the right, in its sole and absolute discretion, but not the obligation, to terminate the Contract or this Amendment or both, upon 10 days prior written notice, if:

12.2.1. The NCLB Act is amended in any way or the federal or State program, funding, or rules under the NCLB Act are modified in any way;

12.2.2. The LEA amends or modifies the Contract in any way; or

12.2.3. The Company's Approved Provider Status is modified in any way.

12.3. Default. You agree that any failure by you to comply with any term or condition of this Amendment shall constitute a default under this Amendment and under the Franchise Agreement. By way of example and without limitation, you agree that each of the following shall constitute a material default of this Amendment, which shall give the Company the right to terminate this Amendment and all rights hereunder without giving you any opportunity to cure on 10 days written notice to you:

- 12.3.1. Any failure of you to comply with any term of the Contract;
- 12.3.2. Any failure by you to comply with any requirement of the NCLB Act, including, but not limited to, failing to comply with the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, and any other federal, state, or local health, safety, or civil rights law as required by the NCLB Act or by the State or LEA;
- 12.3.3. Any failure by you to fulfill your obligations to the LEA, to any School, or to any Student under this Amendment;
- 12.3.4. Any failure by you to make any payment to the Company required under this Amendment in the amount, manner, and within the time period required herein.

12.4. Obligations Upon Expiration or Termination. Upon expiration or termination of this Amendment for any reason:

- 12.4.1. You shall comply with all terms and conditions of the Contract governing termination, as they apply to a provider of School Services under the Contract;
- 12.4.2. You shall immediately pay all amounts you owe the Company under this Amendment;
- 12.4.3. You shall comply with all terms and conditions in this Amendment that survive its termination;
- 12.4.4. You shall return to the Company the School Services Manual, all copies, summaries, and extracts from it, and all other material concerning any of the Company's trade secrets, operating instructions, and business practices relating to the provision of School Services (and any copies thereof, even if such copies were made in violation of the Franchise Agreement, as amended hereby), all of which are acknowledged to be trade secrets of the Company;
- 12.4.5. Upon the Company's written request and in the manner required by the Company, you shall assign to the Company any interest you have in any arrangement for any Facility; and you shall direct the telephone company providing or servicing your School Services Telephone Numbers to transfer such numbers to the Company or to the person or entity and premises the Company directs. You agree to pay any entity, including your telephone company and any Facility owner or manager, any amount or compensation required by such entity, owner, or manager to accomplish the acts required by the Company under this Paragraph 12.4.5, or to the Company, if the Company pays any such required amount. You agree to pay the Company all costs and expenses it incurs under this Paragraph 12.4.5, including, without limitation, attorneys' and accountants' fees and expenses. You irrevocably appoint the Company or the Company's nominee to be your attorney-in-fact coupled with an interest, and with power of substitution, to execute and to file for you any relevant document to accomplish the acts contemplated in this Paragraph 12.4.5. The Company has the right to file an original counterpart or a copy of this Amendment with the telephone company or Facility owner or manager or any court, agency, or person as written evidence of the appointment by you of the Company or the Company's nominee to be your attorney-in fact;
- 12.4.6. Your rights to use the School Services Software shall immediately terminate; and you shall cease using the School Services Software and return to the Company all copies of it and all related documentation, or, at the Company's sole option, shall destroy all such copies and documentation;
- 12.4.7. Except as provided in writing by the Company, you shall have no right to offer or provide any service under the Contract, including, without limitation, any School Services within the School Service Area; and

12.4.8. The Company has the right to offer, and may grant to any third party, the right to offer, any educational services in connection with the NCLB Act, including, without limitation, School Services, in any manner and at any location, including in any manner and at any location within your School Service Area. Such third parties may include Huntington Learning Centers franchised by the Company or its affiliates or owned by the Company or its affiliates. You acknowledge that the offering or provision of either (a) School Services or (b) educational services in connection with the NCLB Act by the Company or its affiliates or by any such third parties could affect significantly the number of students who may be offered or provided educational services under the Franchise Agreement at the Franchised Center and could affect significantly the revenue you receive or expect to receive at the Franchised Center.

12.5. Limitation of Services or Benefits.

12.5.1. *Company Rights if You Are in Default.* If you are in receipt of a notice of default issued under this Amendment or under the Franchise Agreement and have not cured within any time period permitted in such notice, you agree the Company 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 Amendment pursuant to its terms, including, without limitation,

12.5.1.1. To terminate or limit your right to use or your use of some or all of the School Services Software;

12.5.1.2. To refuse to provide you with any modifications, additions, and deletions to the School Services Software; and

12.5.1.3. To refuse to permit you or any of your staff to attend any initial or ongoing training, meetings, or workshops.

12.5.2. *Reinstatement.* Any services or benefits removed, curtailed, refused, or limited pursuant to this Paragraph 12.5 may be reinstated at any time by the Company 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 Company reinstates any services or benefits, it has no obligation to provide you any service or benefit previously removed, curtailed, refused, or limited pursuant to this Paragraph 12.5.

12.5.3. *No Constructive Termination or Breach.* You acknowledge and agree that the Company's exercise of its rights pursuant to this Paragraph 12.5 shall not be deemed a constructive termination of this Amendment or of any other agreement between you and the Company, and shall not be deemed a breach of any provision of this Amendment by Company.

12.5.4. *No Liability.* You agree the Company shall not be liable for any loss, expense, or damage incurred by you or the Franchised Center because of any action the Company takes pursuant to this Paragraph 12.5. The Company is not obligated to reimburse or compensate you in any way for any service or benefit removed, curtailed, refused, or limited pursuant to this Paragraph 12.5. You shall indemnify and hold harmless the Company 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 Company takes pursuant to this Paragraph 12.5.

12.5.5. *No Waiver.* Nothing in this Paragraph 12.5 constitutes a waiver of any right or remedy of the Company under this Amendment or at law or in equity or under any other agreement between you and the Company, including, without limitation, the right to terminate this Amendment under

Paragraph 12 hereof.

13. **Business Activity.** You understand and agree that Huntington Learning Centers operated by the Company and its affiliates and its franchisees may use the Marks and may compete against you without compensation of any kind to you. You agree that you shall make no claim, including any claim of encroachment or loss of business or damage, due to such use of the Marks or competition. You agree that you shall make no claim, including any claim of encroachment or loss of business or damage for any of the activities described in Paragraphs 2.3, 2.6, 2.7, 12.2, 12.4, and 12.5 hereof. You agree that all rights not specifically granted to you hereunder are retained by the Company.
14. **Release.** Effective immediately upon the Amendment Date, you and your affiliates, and your and their respective present and past directors, officers, shareholders, members, partners, and guarantors (jointly and severally known as the "Franchisee Entities"), completely, irrevocably, and absolutely release and forever discharge the Company and its affiliates, and their respective present and past directors, officers, shareholders, employees, and agents (collectively, the "Company Entities") from all claims, liabilities, demands, obligations, actions, suits, causes of action, and controversies, whether class, individual, or otherwise in nature, whenever and wherever incurred, whether known or unknown, whether vested or contingent and from all liabilities of any nature whatsoever, including, without limitation, costs, expenses, penalties, and attorneys' and accountants' fees and costs, asserted or unasserted, in law or in equity, that any of the Franchisee Entities, whether directly, representatively, derivatively, or in any other capacity, now own or hold, or has at any time heretofore owned or held, or may at any time own or hold, against any of the Company Entities, arising prior to and including the Amendment Date, whether arising directly or indirectly out of, or relating to, the making, interpretation, or performance of the Franchise Agreement or any other agreement between any of the Franchisee Entities and any of the Company Entities or otherwise. The Company Entities have the right to file an original counterpart or a copy of this Amendment with any court, arbitrator, or agency as written evidence of the appointment by the Franchisee and the Franchisee Entities of the Company Entities or of the Company Entities' nominee to be the Franchisee's and the Franchisee Entities' attorney-in-fact with regard to the Release.
15. **Entire Amendment.**
 - 15.1. Your Franchise Agreement, as amended hereby, constitutes the entire agreement between you and the Company with reference to its subject matter. The Company's obligations to you are confined exclusively to the Franchise Agreement, as amended hereby. Any right granted to you by the Company as to the subject matter hereof is described solely in, and limited to, this Amendment and the Franchise Agreement.
 - 15.2. Except for those permitted to be made unilaterally by the Company hereunder, no amendment, change, or variance from this Amendment shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.
 - 15.3. Notwithstanding anything in the Franchise Agreement, if there is any conflict between the Franchise Agreement and the terms of this Amendment relating to providing or offering School Services, then this Amendment shall prevail. If there is any conflict between this Amendment and the Contract, then the Contract shall prevail.
16. **Dispute Resolution.** This Amendment shall be subject to the dispute resolution provisions in the Franchise Agreement. All terms and conditions of the Franchise Agreement that are not amended by this Amendment are hereby ratified and confirmed. Unless specifically stated otherwise, the capitalized terms used in this Amendment shall have the same meaning as in the Franchise Agreement.
17. **Notices.** All notices to you and the Company during the term of this Amendment and afterwards shall be in writing and shall be sent to the other party in the manner required or permitted in the Franchise Agreement.
18. **Specific Performance.** Notwithstanding any other provision of this Amendment, the Company has the right to seek specific performance of any of your obligations under this Amendment 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 Amendment without the need to show monetary damages and without posting a bond. Such conduct includes, without limitation, any use by you relating to the Marks, the System, the School Services Manual, or the Company's trade secrets. An application for such a remedy shall not be deemed an election or a waiver of any other remedy. The Company may file an original counterpart or a copy of this Amendment with any court as written evidence of your consent to the issuance of injunctive relief.

19. **Acknowledgments and representations.** You acknowledge and agree to the following:

19.1. Independent Investigation. You represent that you have been accorded ample opportunity to ask the Company all questions about this Amendment and its exhibits and the Contract and its exhibits, and the Company has answered all these questions to your full and complete satisfaction; and that you have conducted an independent investigation of the business contemplated by, and the activities to be conducted under, this Amendment; and that you have been accorded ample opportunity to consult with counsel of your own choosing about the risks of entering into this Amendment; and that you have had this Amendment and its exhibits and the Contract and its exhibits reviewed by counsel of your own choosing.

19.2. No Promises Except Those in This Amendment. You represent that you have not received from the Company or any present or past affiliate of the Company or any of their present or past directors, stockholders, officers, employees, or agents any written or oral statement, representation, or warranty inconsistent with, or contradictory to, anything in, this Amendment or its exhibits or the Contract or its exhibits; or any oral or written promises, representations, or warranties, express or implied, or quantitative or qualitative, about the NCLB Act, Approved Provider Status, LEA, School Service Area, Schools, Facilities, Students, Parents, Contract, Contract Period, School Services, LEA Payment, School Service Amendment Fee, School Service Revenue, School Service Royalty, Estimated School Service Royalty, School Service Fee, School Services Fund, Huntington School Services Fund, Inc., School Service Manager, School Services Manual, or any service or other thing to be provided by the Company that is not in this Amendment; or any oral or written promises, representations, or warranties, express or implied, or quantitative or qualitative, about any potential or actual success, earnings, revenue, expense, profit or cash flow derived or to be derived from your provision of School Services, or about the rights granted under this Amendment, Franchised Center, Facility, the Company, or the Company policy that is contrary to the statements made in this Amendment or its exhibits or the Contract or its exhibits.

19.3. No Assurances. You hereby acknowledge and agree that the Company's approval of any Facility and your School Service Area does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the Franchised Center, any Facility, or the School Service Area for any business or purpose whatsoever. You acknowledge and agree that the Company's execution of this Amendment for the operation of the Franchised Center and any Facilities in the School Service Area is based solely on your own independent investigation of the suitability of the Franchised Center, such Facilities, and the School Service Area.

20. **ACCEPTANCE, AGREEMENT.** I have read and understand this Amendment and its attachments, the Franchise Agreement and its attachments, and the Contract and its attachments. I agree to be bound by, and to perform according to, this Amendment.

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

For the Company, Huntington Learning Centers, Inc.,

Raymond J. Huntington

Print name

Signature

Chairman

Title

Name of Franchisee:

(Enter the same name that appears before Paragraph 1 of this Amendment)



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

Print name	Signature, Title	Date
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Print name	Signature, Title	Date
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EXHIBIT A
TO THE
SCHOOL SERVICES AMENDMENT
TO THE
HUNTINGTON LEARNING CENTERS, INC. FRANCHISE AGREEMENT

Contract

If the Company and the LEA have entered into the Contract, then a copy is attached in this Exhibit A.

The name of the LEA is _____

ACCEPTANCE, AGREEMENT. I have read and understand this Amendment and the Contract and its attachments. I agree to be bound by, and to perform according to, this Amendment and the Contract.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the following date _____ (the "Exhibit A Date").

For the Company, Huntington Learning Centers, Inc.,

Raymond J. Huntington Chairman
Print name Signature Title

Name of Franchisee: _____
(Enter the same name that appears before Paragraph 1 of the Amendment)

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

Print name Signature, Title Date

Print name Signature, Title Date



**EXHIBIT B
TO THE
SCHOOL SERVICES AMENDMENT
TO THE
HUNTINGTON LEARNING CENTERS, INC. FRANCHISE AGREEMENT**

School Service Area

The School Service Area granted to you under the School Services Amendment shall cover the following area or Schools only:

IN WITNESS WHEREOF, you and the Company have executed this Exhibit B on the Amendment Date.

For the Company, Huntington Learning Centers, Inc.,

Raymond J. Huntington Chairman

 Print name Signature Title

Name of Franchisee:
(Enter the same name that appears before Paragraph 1 of this Amendment)

For the Franchisee *(This is executed by all individuals comprising the Franchisee, if the Franchisee is an individual; or all officers of the corporation, if the Franchisee is a corporation; or all partners or members, if the Franchisee is a partnership or limited liability company.):*

 Print name Signature Title

 Print name Signature Title

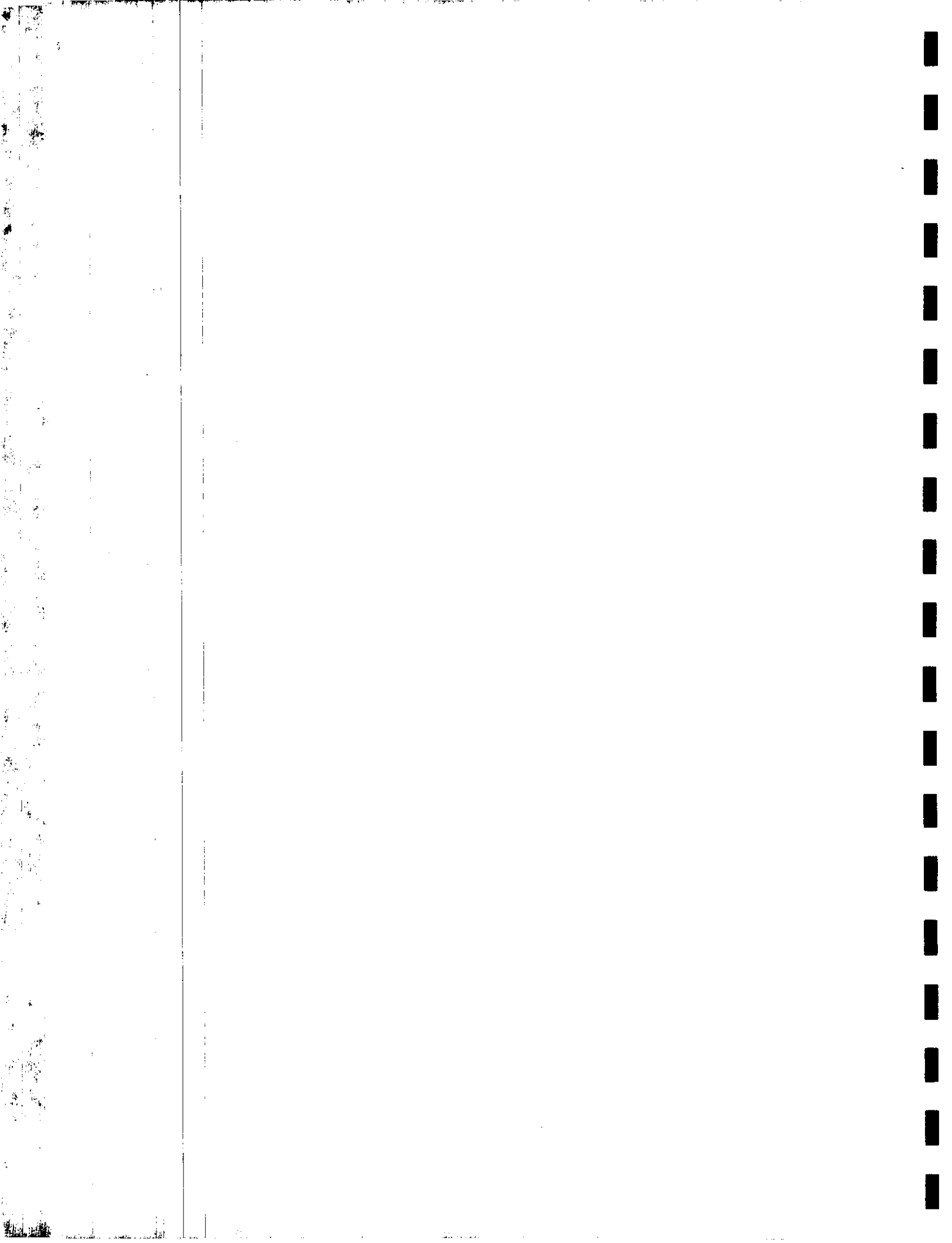


EXHIBIT C
TO THE
SCHOOL SERVICES AMENDMENT
TO THE
HUNTINGTON LEARNING CENTERS, INC. FRANCHISE AGREEMENT

Guarantee

In consideration of, and in order to induce Huntington Learning Centers, Inc. (the "Company") to execute the School Services Amendment to Huntington Learning Centers, Inc. Franchise Agreement (the "Amendment"), 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 Amendment executed between the Company and

_____ ,
the Franchisee (as defined in the Amendment).

Upon demand by the Company, the undersigned will immediately make each payment required of the Franchisee under the Amendment. The undersigned hereby waive any right to require the Company to: (a) proceed against the Franchisee for any payment required under the Amendment; (b) proceed against or exhaust any security from the Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against the Franchisee. Without affecting the obligations of the undersigned under this Guarantee, the Company may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of the Franchisee, or settle, adjust, or compromise any claims against the Franchisee. The undersigned waive notice of amendment of the Franchise Agreement and the Amendment and notice of demand for payment by the Franchisee, and agree to be bound by any and all such amendments and changes to the Franchise Agreement and the Amendment.

The undersigned hereby agree to defend, indemnify, and hold the Company 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 arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by the Franchisee to perform any obligation of the Franchisee under the Amendment, any amendment thereto, or any other agreement executed by the Franchisee referred to therein.

This Guarantee shall terminate upon the termination or expiration of the Amendment, 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 Amendment 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 Amendment or the Franchise Agreement (as defined in the Amendment) between the Company and Franchisee, and shall be interpreted and construed in accordance with the applicable law and dispute resolution provisions of the Franchise Agreement.

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

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

Print name Signature/Date

Print name Signature/Date

Print name Signature/Date

