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FRANCHISOR owns through common law and licenses through contractual rights certain trade names and commercial symbols in connection with the operation of Children's Children's Centers R; And D. FRANCHISEE has applied to FRANCHISOR for a franchise to operate the Children's Children's Center R (Center) and wants to obtain a license to operate the Center using business format, methods, specifications, standards, operating procedures, operational assistance, advertising services and Common Law and other licensed signs; and E. FRANCHISEE read this franchise agreement and the FRANCHISOR Federal Trade Commission, offering a circular, and was given the opportunity to clarify any provision that FRANCHISEE did not understand. FRANCHISEE understands and recognizes that the conditions and covenants contained in this Franchise Agreement are sufficient to maintain the high standards of quality and service of FRANCHISOR and the uniformity of these standards in all children's centres, thereby protecting and maintaining the goodwill of the signs; and F. FRANCHISOR wishes to grant FRANCHISEE a license under the terms of this. SEICHO, THEREFORE, given the privilege of doing business within this franchise, the reciprocal obligations contained in the present, and other good and valuable considerations, the receipt and sufficiency of which are present recognized, the parties now agree as follows: Page 1 of the Initials SECTION 1. KIDS 'R' KIDS The Kids 4R' Kids System is a comprehensive system for children's children's center. The basis of the Kids 'R' Kids system and the essence of this franchise is the compliance of FRANCHISEE with all standards and policies of FRANCHISOR, including those that provide a unified operation of all children's children's centers 'R'; Use of only approved equipment and layout of buildings and structures; and strict adherence to FRANCHISOR'S FRANCHISEE's quality, service and care standards. FRANCHISEE's compliance with the R children's standards and policies, combined with the children's R Kids system, provides the basis for valuable goodwill and broad acceptance of the children's R system. FRANCHISEE's responsibility to meet the franchise's obligations and its accession to Kids( 'R' Kids System) is at the heart of this Franchise Agreement. FRANCHISEE understands and recognizes that every detail of the children's R system is important to FRANCHISEE, FRANCHISOR and other FRANCHISEES to develop and maintain high and unified operating standards. Thus: (1) The provisions of this Franchise Agreement must be interpreted to give effect to the intentions of the parties specified in section 1, in the Children's Centre, as defined and as specified. This franchise must operate in accordance with FRANCHISOR standards and policies as far as their existence is concerned and, as they may from time to time, be modified, modified or expanded. (2) FRANCHISEE represents, guarantees and agrees that only it actually owns a full stake in this franchise and profits from the activities of the Children's Center, and that it must maintain such interest during the duration of this franchise, except that it is otherwise permitted under the terms of this Franchise Agreement. FRANCHISEE agrees to provide FRANCHISOR with evidence such as FRANCHISOR can request, from time to time, in order to ensure that FRANCHISEE's interest remains presented in this section 2. GRANT LICENSE, AREA, - LOCATION A. Grant License. In accordance with the terms set out in the present, FRANCHISOR, as an agent for the owner of the marks, currently provides FRANCHISEE during the duration of this franchise agreement non-exclusive law and license (license) to use the children's 'R' Children's system and related service marks, trademarks and other marks (Marks) solely in connection with the operation of one Children's R Children's Center in the center. The only signs that FRANCHISEE is entitled to use under this license are only the signs described in Exhibit A, which may change or be supplemented from time to time by FRANCHISOR. The licence granted in this case is limited to the work of one Children's Children's Centre, and none of the rights contained in it shall be considered to be the right to acquire, own or operate additional children's children's centres R. Page 2 Initials B. Using signs. Under section 5, paragraph P. FRANCHISOR, as an agent for the sign owner, retains the sole and exclusive right and authority to control the character and every use of FRANCHISEE signs, and FRANCHISEE must comply with any such requirements or restrictions. Signs should be used solely in connection with services provided on the Centre's website and only for identification of products and services designated by FRANCHISOR. FRANCHISEE must include a center number assigned to the FRANCHISOR Center website as part of its trading name, and such a center number must be included in franchisee telephone lists and is mentioned in all written communications or agreements with FRANCHISOR and any third parties. In the event that, at any time, at the discretion of FRANCHISOR, it would be appropriate to modify or discontinue the use of any one or more marks or to use one or more additional or replacement marks, FRANCHISEE agrees at its sole expense to immediately comply with FRANCHISOR instructions in this regard, including without restriction of replacement of marks and otherwise physically complying with this obligation. C. The area is an exclusive territory of THE PRESIDENT. FRANCHISOR grants FRANCHISEE the exclusive right to operate franchiseE'S Center on the territory described in exhibition B attached to the present and made part of the present (Exclusive Territory). In the event of an extension of the license, FRANCHISOR may review the Exclusive Territory based on factors that are then used by FRANCHISOR in determining exclusive territories for their children's 'R' Children's Center franchisees. During the duration of this Franchise Agreement and in accordance with the terms of this Franchise Agreement, FRANCHISOR does not own, manage, sell or license any other children's children's center that will be within exclusive territory. D. Adaptation to exclusive territory. FRANCHISOR reserves the right from time to time to adjust the Exclusive Territory if, at the discretion of FRANCHISOR, the population and demographics of the exclusive territory change in order to allow the exclusive territory or any part of it to support another R. FRANCHISOR Children's Centre at its discretion to determine the exclusive territory of the additional centre, which may be limited to the radius or boundary originally established as the exclusive territory for the existing Centre. In the event that FRANCHISOR decides to change the exclusive area during the upgrade, FRANCHISOR will give FRANCHISEE thirty (30) days of written notice of such changes, which outlines the adjusted exclusive territory of the franchisee and which should offer FRANCHISEE the opportunity to purchase a new license to operate the Children's Center for Children, which, as proposed by FRANCHISOR, will serve all or any part of the exclusive area. Any such purchase must be in accordance with the terms contained in FRANCHISOR's current franchise agreement, with changes that are considered necessary FRANCHISOR, which must be performed by FRANCHISEE before the end of such thirty (30) daily periods. Period. FRANCHISEE does not comply with such then-franchise agreements for such thirty (30) days, FRANCHISOR may open or license another franchisee to open such a new Children's Center 'R' Children. In any case, from the end of such a thirty (30) daily period, the Exclusive Territory must be adjusted, as indicated in the FRANCHISOR notice to the FRANCHISE described above. E. Location. FRANCHISEE manages its Center only from the following location: Approved Location). The approved location used here means a place of business in an area that Page 3 Initials FRANCHISEE uses solely to meet FRANCHISEE's obligations in operations under this Agreement. FRANCHISEE recognizes that the adoption or approval of FRANCHISOR of this centre is not any representation, guarantee or guarantee of franchisor, which said that the approved location would be a successful place for the Children's Children's Center to operate. FRANCHISEE may not operate the Centre from any other location or any additional location without prior written approval from FRANCHISOR. SECTION 3. ORIGINAL FRANCHISE A. Franchise fee. When considering the issuance of this franchise and at the same time as the performance of this Franchise Agreement, FRANCHISEE must pay FRANCHISOR in its main offices, or in a place other place as FRANCHISOR may assign, cash, cashier's check, or certified verification, unless otherwise authorized in writing FRANCHISOR, an initial deductible fee totalling fifty thousand dollars (\$50,000) (\$50,000) (\$50,000) (Initial franchise fee) For each additional franchise purchased from FRANCHISOR, FRANCHISOR charges FRANCHISEE a franchise fee of \$25,000 (\$25,000). B. Payment order. The original franchise fee is paid by FRANCHISEE FRANCHISOR as follows: (1) The execution of the franchise agreement. At the same time as the implementation and delivery of this franchise agreement, FRANCHISEE must pay FRANCHISOR a sum of twenty-five thousand dollars (\$25,000) or twelve thousand five hundred dollars (\$12,500) in case of any additional deductibles. After such payment by FRANCHISEE, such a part of the initial franchise fee is not refunded. (2) Start improvements. Before or on the date FRANCHISEE signs a lease for the center of the site or the start date of improvements or construction of the site center, depending on what used to be, FRANCHISEE must pay FRANCHISOR a sum of twenty-five thousand dollars (\$25,000) (or twelve thousand five hundred dollars (\$12,500) in the case of additional deductibles). After such payment by FRANCHISEE, this part of the The franchise fee is not refundable. (3) Additional franchise. For The For FRANCHISEE must pay half (1/2) of the original franchise fee, as described in Subparagraph 3.B. (1) and the balance described in sub-B.B.2, for the franchise agreement managed by such a franchise (s). C. Review Earned. FRANCHISEE currently recognizes and agrees that the granting of FRANCHISOR licenses and obligations and agreements contained in this franchise agreement is the only and only consideration for the payment of the original franchise fee. The original franchise fee is considered to be fully earned by FRANCHISOR, as stated herein, and no part of it is taxed by FRANCHISEE, except specifically provided for herein. Page 4 Initials SECTION 4. TERM, LIFE AND HOLD A. Term of the franchise. The original validity of this Franchise Agreement is 25 years, starting from the date of the beginning of this Franchise Agreement, unless this franchise agreement is implemented in accordance with a transfer agreement or other transfer agreement, and/or the lease agreement will remain the remainder of the period specified in the franchise agreement

or/ lease agreement. This franchise agreement may be terminated earlier by FRANCHISOR, as stipulated in this Franchise Agreement. The date when this franchise agreement will be implemented by FRANCHISOR is the date when this franchise agreement will begin. This franchise agreement must be valid for twenty-five (25) years after the implementation of this franchisor franchise agreement, unless it is terminated at an earlier date, as otherwise envisaged in the present. Within one (1) year of the implementation of this Franchise Agreement, FRANCHISEE is to start the work of the Site Center. FRANCHISEE's inability to start the Centre's website by the end of this period of time should be the basis for the termination of this Franchise Agreement. B. Updates. At the expiry of the original term, FRANCHISEE has the option to extend the franchise by another ten (10) year, or if less than 10 years, at a time in which franchisee's lease for the Center site remains valid. This extension option depends on the following conditions: (1) FRANCHISEE must deliver FRANCHISOR written notice of franchisee's intention to extend no more than 360 days and at least 180 days before the expiration date, during which the franchisee then works, and (2) FRANCHISEE must make the improvements that may be required to upgrade, repair, equip and decorate the Centre, including, but not limited to, cleanliness, paint, carpet and the condition of the equipment in order to reflect the current FRANCHISOR; AND (3) FRANCHISEE must right to remain in possession of the Location, or other place acceptable to FRANCHISOR for a new term; and (4) FRANCHISEE performs a new Franchise Form Agreement, which is then used by FRANCHISOR, which may differ in respect of royalties, promotional contributions and other material conditions. FRANCHISEE complies with the current form of franchise agreement at least thirty (30) days before the expiration date of this franchise agreement; and (5) FRANCHISEE at the beginning of the new term must pay FRANCHISOR, the franchise fee is 10% (10%) the then prevailing franchise fees for new franchisees; and Page 5 Initials (6) At the time of the implementation of the new franchise agreement, FRANCHISEE may not be in a position to default on any period or condition of the existing franchise agreement or any other agreement or obligation FRANCHISEE may have with FRANCHISOR, including but not limited to all obligations to pay royalties, promotional fees, interest and late fees and other duly accrued amounts. K. Holdover. If FRANCHISEE continues to operate after any period without an extension option, FRANCHISEE is considered to be valid on a monthly basis in accordance with the terms of the Franchise Agreement and then offered FRANCHISOR the new FRANCHISEES. However, in this case, FRANCHISEE may be terminated at any time after ten (10) days of written notification from FRANCHISOR. If local law requires FRANCHISOR to give a franchisee notice before the expiration date, this franchise agreement must remain in effect on a monthly basis until FRANCHISOR has given FRANCHISEE such notice. SECTION 5. OBLIGATIONS OF FRANCHISEE A. Franchise title. FRANCHISEE operates under the trade name Children R' Kids with the Center's identification number and, except as specified in the Children's Privacy Manual (Guide), shall not use any other name in connection with any transaction conducted from the approved location specified in section 2 of this section, without prior written approval of FRANCHISOR. The right to use the name Kids R' Kids is non-exclusive, and the privileges granted in this case apply only to the Approved Location, not anywhere else. FRANCHISEE must display the aforementioned trade name Trade Mark symbol for all purposes, including but not limited to office signs, stationery, business cards and promotional materials that reflect the current image of FRANCHISOR, and must maintain strict compliance with the requirements set out in the FRANCHISOR Guide. All rights in and on the name Kids' R' Kids and any part or addition to it and their use must be and remain property and FRANCHISEE assigns a transmission, and to pass FRANCHISOR, such a tool in writing as as request, all additional rights that can be acquired, if any, due to the use of such a franchisee name. Any FRANCHISEE registration application for the use of the name Kids' R' Kids, which may be required under the statute or laws of any governing body, must indicate that the use of the FRANCHISEE name is limited to such premises and is also limited by the terms of this Franchise Agreement. There is no property right or privilege to use a name that goes beyond the termination of this Franchise Agreement. FRANCHISEE should not interfere and in any way prohibit the use or registration of the name Children R' Kids FRANCHISOR or any other FRANCHISEE FRANCHISOR. FRANCHISEE explicitly recognizes that the use of any other trade name in the conduct of such a business of this franchise is strictly prohibited, and that FRANCHISEE does not allow the trading name Kids' R' Kids or any substantially similar style or spelling of it to be used for any other purpose including but not limited to the formation of corporations, partnerships, business associations or any form of business organization. Page 6 I Initials B. Launch Commitments. Prior to the opening and operation of the Center under the franchise trade name FRANCHISOR, FRANCHISEE completes all following at the expense of FRANCHISEE, the obligations under which must be continuous obligations for the duration of this Franchise Agreement: (1) FRANCHISEE must complete the development of the Center and must have the Center ready to open and start its business no later than a year from the date when this franchise agreement will be completed. (2) After obtaining ownership of the site for the Center, FRANCHISEE must promptly: (a) reason to be prepared and submit for approval franchisor site plan and any changes to the main architectural plans and specifications of FRANCHISOR for the Center (including size requirements, external design, materials, internal layout, equipment, fixtures, furniture, signage and decorations) necessary for the development of the Centre on the leased site, provided that FRANCHISEE can modify the basic plans and specifications of FRANCHISOR only to the extent necessary to comply with all applicable regulations, building codes and permit requirements, as well as with prior notice and approval of FRANCHISOR; (b) Purchase or lease equipment, lamps, furniture and signs if it is provided for; (c) Complete the construction and/or refurbishment, equipment, fittings, furniture and installation of the Centre's signatures and finishes in full accordance with the plans and specifications approved by FRANCHISOR and all applicable regulations, building codes and permit requirements; and d) testimony of all ordinary contractors under oath partial and final waivers of collateral for construction, reconstruction, decoration and installation of services. (3) FRANCHISEE buys or leases all necessary furniture, fixtures and equipment that meet the standards and specifications set out in the FRANCHISOR Guide. (4) FRANCHISEE must be present and complete, to the reasonable satisfaction of FRANCHISOR, the curriculum offered by FRANCHISOR, as outlined in section 6. (5) FRANCHISEE receives written permission from FRANCHISOR that the Centre meets FRANCHISOR's requirements for the opening and operation of the Centre. (6) FRANCHISEE will conduct business from the Approved Place only if the Premises of the Center have been improved, decorated, furnished and equipped with equipment, furniture and accessories that meet the specifications, standards and current image of FRANCHISOR. The completed Centre must be designed, furnished and equipped in accordance with the specifications approved by FRANCHISOR, as defined by the franchisor inspection. (7) FRANCHISEE must obtain all certificates, licenses, bonds, necessary for the operation of the business provided in the present. (8) FRANCHISEE sets to the reasonable satisfaction of FRANCHISOR that FRANCHISEE has or can ensure the availability of capital necessary to open and operate the center site, including sufficient working capital of at least \$75,000, or other similar or reasonable amount, as determined by FRANCHISOR. Page 7 I Initials (9) FRANCHISEE fulfills the Kressa School Leadership Program Agreement; properly installed in the prohibited computer system and provide the current working order of Kressa School Leader software program, in particular, including to pay for all the amounts awarded for the software program and all related fees; and send a cancelled check from FRANCHISEE's operating account to FRANCHISOR. C. Insurance. FRANCHISEE provides and maintains insurance coverage, including general and product liability, property damage, construction coverage, child accident coverage, transportation coverage, if applicable, and any additional insurance required by FRANCHISOR with insurance carriers acceptable to FRANCHISOR and in accordance with the current FRANCHISOR insurance requirements, as is currently set in the Guide. FRANCHISEE provides proof of receipt of such insurance in the form of an insurance certificate thirty (30) days after the execution of this Franchise contract or, with respect to the certificate of transport services insurance, prior to the start of transport services. Coverage begins when FRANCHISEE first takes over the Central Site or, as far as transport services are covered, before the start of the Services. Coverage must meet the requirements of any lease or financing for the Center's site, and includes coverage of such risks, and in such amounts, and subject to such policy restrictions and deductible amounts as FRANCHISOR defines from time to time. In any case, the amount of coverage provided under any general liability insurance should not be less than \$1,000,000 for each case with a \$2,000,000 annual aggregate. Also including at least \$1,000,000 umbrella policies. All insurance coverage, including all add-ons and approvals to this, should be written only on the form of coverage occurrence, and not on claims made forms of coverage. The amount of liability insurance provided under any auto insurance policy for transport services should not be less than \$1,000,000 for each case. FRANCHISEE also carries employee compensation insurance as may be required under applicable law. In addition, FRANCHISOR may choose to require, as a condition, any supplier's approval that such a supplier includes FRANCHISOR and FRANCHISEE as additional named insured persons for such supplier liability insurance. FRANCHISOR must be included as an additional name insured on all of the above liability policies. Franchisee's insurance certificate must provide a twenty-day minimum notice of cancellation of all liabilities, employee compensation and/or auto-related insurance coverage and must be written to insurers with the best A rating or better and licensed in the state concerned. FRANCHISEE annually submits to FRANCHISOR a copy of the certificate or certificate of renewal or extension of each such insurance policy. FRANCHISOR reserves the right to specify reasonable changes in the types and amounts of insurance coverage IF FRANCHISEE fails or refuses to purchase the necessary insurance coverage from an insurance carrier acceptable to FRANCHISOR or maintain it for the duration of this Franchise Agreement or any extension of it, FRANCHISOR may, at its discretion, but not be obligated, to purchase such coverage for THE FRANCHISEE, in which case FRANCHISEE agrees to pay the required premiums. Page 8 Initials D. Current Liabilities. In addition to the above launch commitments, concurrently with the opening of the Centre and the ongoing duration of this Franchise Agreement, FRANCHISEE agrees to carefully undertake and fulfill all of the following obligations: (1) to operate and manage its Centre within the System in Standards specifications, instructions and procedures outlined in the current Guidelines provided by FRANCHISEE. Franchisees franchisees that FRANCHISOR reserves the right, under section 7 of the present, to make changes to the system, and FRANCHISEE agrees to be bound by any changes that may be made afterwards, after thirty (30) days of written notice. Changes may include changes to manuals, store improvements, franchising procedures, and operational improvements to the system, as well as changes in FRANCHISOR policies and product lines. (2) Participation in FRANCHISOR advertising programs for local, regional and/or national advertising and payment of a proportionate portion of the cost and cost of such advertising programs as defined and set out in Section 8, paragraph G in the present. (3) Pay FRANCHISOR in a timely manner all money due and in connection, including, but not limited to, the initial collection of deductibles, royalties, product purchases or any other item in order to maintain its franchise. (4) Keep and keep records and reports as prescribed by FRANCHISOR, including non-limited sales, inventory and information expenditures, and send copies of such reports and reports to FRANCHISOR in a timely manner, as stipulated in Section 8, Paragraph E and Section 12 in the present. (5) Allow FRANCHISOR to conduct inspections, without notice of them, franchiseE's Center and reports at any reasonable time, and make FRANCHISEE S books, bank records, tax returns and all other business reports available for verification and auditing of FRANCHISOR during normal working hours. FRANCHISOR's right to audit includes the right to examine the books, tax returns and records of other businesses owned, wholly or partially, or managed by FRANCHISEE, to determine whether all of the proceeds reported by FRANCHISEE were properly reported to FRANCHISEE and that appropriate fees and contributions were paid. FRANCHISOR has created a single list of accounts and/or a single accounting system for all of its FRANCHISEES. FRANCHISEE agrees to keep its books and records in the manner required by FRANCHISOR. In the case of a book audit, FRANCHISEE's reveals that royalties were underpaid, by two percent (2%) or more, in any (1) monthly period, FRANCHISOR may, in addition to any other remedies available under this franchise agreement or by law, require FRANCHISEE to pay audit fees and any expenses, including attorneys' fees incurred by FRANCHISOR in collecting past royalties and/or promotional contributions. In addition, the costs of the audit and related costs must be in addition to interest and/or overdue fees, which will be due to overdue royalties, promotional dues and related fees that are accrued from the date they were to be paid were FRANCHISEE duly and timely reported relevant transactions and otherwise complied with this franchise agreement on the amount is paid at the rates specified in this franchise agreement. Agreement. 9 Initials (6) In order to protect FRANCHISOR and its FRANCHISEES from misappropriation of accounts, unfair competition and loss of trade secrets, all corporate officials, shareholders, partners and employees sign an employment and non-configurable agreement in a form acceptable to FRANCHISOR (7) Not to manage any other business and/or engage in any activity from the Approved Place, either under the franchise name of franchised brand franchisee or under any other name without prior, written consent. (8) Place and display, in the lobby of the center, a notable sign or sign that indicates that Kids' R' Kids is an independent property and is managed as a franchise. (9) Do not ungame the Logo of Kids!R'Kids or any of the signs of FRANCHISOR or have any reference to children' R' Kids in any way to any product not furnished or approved by FRANCHISOR. (10) Advertising only in this way, such as newspaper, television, radio, magazines, etc., that will develop customer confidence in franchisee and FRANCHISOR products and programs, rather than use any advertisement that may mislead or deceive the public. FRANCHISEE also agrees to discontinue any advertising that FRANCHISOR may reasonably consider harmful to FRANCHISOR's business or may deceive or mislead the public. All promotions and promotions that must be used independently of FRANCHISEE must be submitted and approved in writing by FRANCHISOR prior to their use, the approval of which must not be unreasonably withheld. (11) Exercise full and complete control over, and be fully responsible for any employment relationships, including hiring, firing, discipline, compensation and employee work schedules. (12) Payment is fast when due to all taxes, accounts, liabilities and debts of any kind incurred by FRANCHISEE, including, but not limited to all suppliers, in the behavior of the Center. (13) Do not deviate from the substance or manner of sale and presentation of the FRANCHISOR product, except for the permission of FRANCHISOR, Manual or any other documents submitted by FRANCHISOR, without prior written approval of FRANCHISOR. (14) Make all sales based on cash or credit card. Cash includes U.S. currency, personal checks (with proper identification) and traveler's cheques (with proper identification). FRANCHISEE is fully and fully responsible for generating revenue from sales and services. (15) Comply with all federal, state and local laws regarding the operation of the Center. (16) Within ten (10) days after receiving FRANCHISEE notice of actual or proposed litigation, notify FRANCHISOR in writing of any litigation in which FRANCHISEE may be involved after or which may affect the rights of either party in this franchise agreement. If said the lawsuit includes the trade name FRANCHISOR and/or signs, FRANCHISOR FRANCHISOR take legal action from FRANCHISEE and prosecute Page 10 I Initials the same at your own expense if the trial concerns some negligent or willful ACT OF FRANCHISEE. In this case, FRANCHISOR is entitled to prosecution, but FRANCHISEE is required to reimburse FRANCHISOR for any expenses including but not limited to attorneys' fees and court costs. (17) Maintain the interior and exterior of the center of the site and its surroundings in a highly clean, orderly and sanitary manner and comply with the Guidelines regarding the maintenance of children's R' Children's Center. (18) Work the center of the site for several hours and on the days prescribed in the Guide. (19) Maintain an approved parental Internet browsing system at the Center's center and website for the duration of the Franchise Agreement. (20) Provide FRANCHISOR, immediately at the request and requirement of FRANCHISOR, with any and all parental passwords of the Internet browsing system and/or any master password, so that FRANCHISOR can have access to and check FRANCHISEE parental browsing the Internet system and the center of the site; and to obtain, in accordance with the forms and in accordance with the order specified by FRANCHISOR, all parental consent to this disclosure of FRANCHISOR information. (21) Collaborate with FRANCHISOR in ensuring the proper ongoing work, use and maintenance of the Kressa SchoolLeader Software Program, and/or any other similar program that FRANCHISOR may require from time to time, particularly including but not limited to, payment of all amounts related to the software and services related to the software and FRANCHISOR and the submission of all reports and fees, in order and in accordance with the time. E. Direct oversight. FRANCHISEE recognizes that it is a material consideration by FRANCHISOR in granting this franchise that FRANCHISEE'S Center should be under direct, on-the-premise oversight of franchisees or, in the event that FRANCHISEE is a corporation or partnership, the principal of which has been approved in writing in advance of FRANCHISOR unless otherwise specifically approved by FRANCHISOR in writing. FRANCHISEE (or pre-approved person appointed) devotes all his time (except reasonable periods of leave) to at least thirty (30) hours per week to the Centre's management; provided, however, that if FRANCHISEE owns more than one (1) Children's R' Children's Center, each center owned by FRANCHISEE must be under direct, on-the-premise oversight of the director of FRANCHISEE, at least ten percent (10%) of the director's supervision, interest in franchisee's profit and losses (a) that were to be completed, to the satisfaction of FRANCHISOR, training such as FRANCHISOR To specify: (b) Whose identity must be disclosed by FRANCHISOR; and (c) who was to comply at the request of FRANCHISOR, an agreement in the form satisfactory for FRANCHISOR agreeing not to divulge any trade secrets, confidential or confidential information, including the contents of the Guide or engage or have any interest in any other childcare center. F. Office. FRANCHISEE or the pre-approved Director of the Center will assume the responsibility of Page 11 Initials for the day-to-day management and operation of the Center's Website and the supervision of franchisee personnel or at least one Director of the Center must be present on the Center's website for all hours of operation. FRANCHISEE may replace any Director of the Centre, and FRANCHISOR may, by choice, require any such staff member to replace the FRANCHISOR training program described in section 6, paragraph A. G. Staff. FRANCHISEE hires, trains and supervises the Centre's staff in accordance with the specifications set out in the Guide. All staff hired by FRANCHISEE on the Centre's website must comply with all applicable law and FRANCHISOR requirements as a condition for their work on the Centre's website. All persons hired by FRANCHISEE who have access to any confidential information, knowledge or know-how relating to the children's and children's system must comply with the non-competition and non-disclosure agreement in a form that is satisfied with FRANCHISOR at their discretion. FRANCHISEE is liable to FRANCHISOR for any unauthorized disclosure of information by any of the affiliates, shareholders, directors, officials, employees or agents of such individuals or entities that gain access through FRANCHISEE. H. Menu. FRANCHISEE agrees that it will serve up to 2 courses and 2 snacks a day and will serve both hot and cold meals. FRANCHISEE understands that FRANCHISOR provides FRANCHISEE with the food menus offered for service; however, FRANCHISEE is fully responsible and must abide by any government guidelines governing menu standards. FRANCHISOR must approve the quality of food served and/or any suppliers that are not pre-approved suppliers. I. J. Discovery. FRANCHISEE completes the development of the Center and must have the Center ready to open and start its business no later than one (1) year from the date when FRANCHISOR fulfills this Franchise Agreement (opening date). If FRANCHISEE does not complete all the necessary trainings and opens the Center by the opening date, then this Franchise Agreement and the franchise provided in the present case may, under the only version of FRANCHISOR, be terminated after giving a written franchisee notice to FRANCHISOR. After that, FRANCHISEE should have no further, no other rights, claims reasons regarding FRANCHISOR stemming from the provision of this franchise, or any issue of the issue facts that cause or allow such termination. J. Approved products. In order to provide a uniform, standardized image with which the public can associate Kids' R' Kids System and its trade name, logo and marks, FRANCHISEE must sell all products and services that FRANCHISOR requires from time to time, and not sell a product, service or other product on the Center's website other than items approved by FRANCHISOR. FRANCHISEE must not, without the prior written consent of FRANCHISOR, sell, distribute, distribute or otherwise provide services, FRANCHISOR products or any products bearing the marks. FRANCHISEE must maintain the supply of fresh and packaged food sufficient to meet the daily needs of children and teachers on the Centre's website. All materials and materials used in the Centre's work must from time to time meet the specifications and quality standards set by FRANCHISOR. Page 12 Initials (1) Equipment. FRANCHISEE provides FRANCHISEE specifications for menu items, dosing, storage and display of equipment, fixtures, furniture, exterior and interior signs and decorations required for the Center. Specifications may include minimum performance standards, warranty, design and appearance, as well as local zoning, sign, and other limitations. FRANCHISEE can purchase or rent original and replaceable equipment, fixtures, furniture, signage and decoration services that meet such specifications from any source. FRANCHISEE must purchase its initial package of equipment from our approved supplier, Childish Creations. After that, if FRANCHISEE offers to purchase a rental of any piece of equipment or furniture or any appliance or sign not yet approved by FRANCHISOR to meet its specifications, FRANCHISEE will first notify FRANCHISOR and FRANCHISOR may require the submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether such equipment, furniture, fittings or sign of its specification. FRANCHISOR tell FRANCHISEE for ninety (90) days whether the item meets its specifications. (2) Approved suppliers. FRANCHISEE must purchase approved equipment from suppliers approved and appointed by FRANCHISOR (Approved Suppliers). Except in the cases provided in the Manual or in this Franchise Agreement, FRANCHISEE may purchase the equipment, materials, materials, forms and food required under this Franchise Agreement from any source, provided that the supplier meets the standards set from time to time by FRANCHISOR and is an approved supplier and provided that the goods that are acquired, are in strict compliance with the standard specifications of FRANCHISOR, all of this is more specifically described in this Franchise Agreement and in the Guide. If FRANCHISEE buys any of the approved materials, supplies or new products from FRANCHISOR may first require FRANCHISEE to comply with the Supply Agreement in the same form as Exhibit H attached to it. If FRANCHISEE proposes to use in or purchase for the activity of the Center site any product, supply, materials, equipment or furniture not accepted by FRANCHISOR, FRANCHISEE will require FRANCHISOR and request the approval of FRANCHISOR, which must be at the sole discretion of FRANCHISOR. At the request of FRANCHISOR, FRANCHISEE must provide FRANCHISOR with sufficient information about such a product, supply or material of FRANCHISOR and/or samples for examination of FRANCHISOR. FRANCHISOR also has the right to require that its representatives be allowed to inspect such supplier's facilities. FRANCHISOR notifies FRANCHISEE within 90 (90) days of approval or disapproval. As a condition for accepting any new supplier, FRANCHISEE reimburses FRANCHISOR for any such expertise, testing or inspection. Nothing contained in the Franchise Agreement or Circular Proposal requires FRANCHISOR to accept an excessive number of suppliers for the product, whose adoption in a reasonable FRANCHISOR decision will result in higher costs, usually for FRANCHISOR, or prevent effective and economical control over approved suppliers by FRANCHISOR. C. Repairs and repairs. FRANCHISEE agrees to influence such renovation of the Centre (in addition to regular maintenance and repairs) within three (3) months of receipt of the notice from FRANCHISOR, as FRANCHISOR from time to time requires maintaining or improving the appearance and efficient operation of the Center and/or increasing its trading potential or compliance with the standards and identity of FRANCHISOR. Repairs may include: (a) replacing the worn page 13 I Initials or outdated equipment, lamps, furniture and signs; Replacing or adding new or improved equipment, lamps, furniture and signs; (c) Cosmetic repairs, (d) renovation of indoor and outdoor spaces and repair and repair of parking spaces; and (e) structural changes and renovations. FRANCHISEE is not required to spend more than three per cent (3 per cent) on total repair costs. FRANCHISEE'S Gross Sales Center from the opening date to the date of any necessary repairs or for any repair of the Center during the last twelve (12) months of the franchise's expiration date. L. Prices. FRANCHISOR may from time to time offer FRANCHISOR recommendations on the prices of the Centre's products and services, which FRANCHISOR considers to be good business practice. FRANCHISEE has the only right to determine minimum prices. M. In order to maintain the uniform standards of work of the children's center R and to protect the goodwill of FRANCHISOR, Children's System R and Signs, FRANCHISEE agrees to follow the methods and standards of work established by FRANCHISOR and set out in the Guide, as amended from time to time. FRANCHISOR provides FRANCHISEE with one copy of the Guide before the Center's Website opens. FRANCHISEE considers the Management confidential and is liable to FRANCHISOR for any unauthorized disclosure of information by franchisees or any of the affiliates, shareholders, directors, officials, employees, agents or other such persons or entities receiving access through FRANCHISEE. FRANCHISOR, at its discretion, requires OTFRANCIA, its directors, affiliates, shareholders, directors, officials, employees, agents or all other individuals or entities to access any sensitive information, knowledge or know-how, including, but not limited to, information in the FRANCHISOR Manual, to comply with the incompetence and non-disclosure agreement in the form granted by FRANCHISOR at its discretion. N. Specifications and procedures. FRANCHISEE agrees from time to time to comply with all the specifications, standards and operating procedures and regulations prescribed for the Centre, including, without limitation, specifications, standards and operating procedures and regulations relating to: (a) safety, maintenance, cleanliness, sanitation, function and appearance of the Centre's premises and its equipment, fixtures, furniture, decor and signs; (b) The qualifications, dress, care, general appearance and behaviour of the franchisees and all employees of the CENTRE; Advertising and promotion; Use of standard forms; (e) Use and lighting of outdoor and interior signs, posters, displays and similar items; Handling customer complaints; and (g) the placement of signs identifying FRANCHISOR as the owner of the Centre in accordance with FRANCHISOR requirements. A. Compliance with the Decrees. FRANCHISEE enforces and maintains all necessary licenses, permits and certificates and manages the Centre in full compliance with all applicable laws, regulations and regulations, including, without restriction, all government regulations relating to: occupational hazards and health, consumer protection, unfair and deceptive practices, trade regulation, workers' compensation, insurance and retention of unemployment, and the payment of federal and state income taxes; Social Security taxes; Property taxes; and sales and use taxes. Page 14 I Initials FRANCHISEE agrees to pay when all amounts pay to FRANCHISEE in accordance with any provision of this franchise agreement or any other agreement with FRANCHISOR or its affiliates or or in accordance with any agreement with any other lender or supplier of the Centre. . Marx. In accordance with and in addition to the terms and conditions relating to the FRANCHISOR marks set out in section 2, paragraph b, FRANCHISEE recognizes that FRANCHISOR is the registered and common owner of all trade items and/or marks licensed by FRANCHISEE by this Franchise Agreement, and all their use of FRANCHISEE and any goodwill established thus must be consistent with the exclusive benefit of FRANCHISOR. FRANCHISOR has registered the R' Kids badge with the U.S. Patent and Trademark Office. FRANCHISEE agrees to use each sign in full compliance with the rules prescribed by FRANCHISOR from time to time. FRANCHISEE must not use any sign as part of any corporate name or with any prefix, suffix or other altering words, terms, projects or symbols (except for logos licensed FOR FRANCHISEE here) and may not FRANCHISEE use any sign in connection with the sale of any unauthorized product or service or otherwise explicitly authorized in writing FRANCHISOR. FRANCHISEE will immediately notify FRANCHISOR of any violation or challenge the use of FRANCHISEE'S or FRANCHISOR of any sign or claim of any person of any right in any sign, and FRANCHISEE shall not communicate with any person other than FRANCHISOR and his attorney in connection with any such violation, dispute or claim. In the event that any of the TRADEMARKS of FRANCHISOR are disputed by third parties claiming infringement of alleged prior or higher rights in such trademarks, FRANCHISOR has the ability and right to modify or discontinue the use of trademarks and to accept replacement trademarks in the geographic areas of franchiseE business and in areas such as FRANCHISOR chooses. FRANCHISOR's liability to FRANCHISEE in such circumstances is limited to the cost of replacing FRANCHISEE and promotional materials when making such changes, discontinuing or adopting replacement trademarks. Transport services. FRANCHISEE may not provide transportation services or from the website of the Centre for Children, Teachers or other staff or persons without prior written permission from FRANCHISOR, the authorization for which cannot be unreasonably withheld or revoked by FRANCHISOR. FRANCHISEE can only provide transportation services in strict accordance with the FRANCHISOR specifications outlined below and in the Guide. FRANCHISOR may initially and occasionally limit the geographic area in which FRANCHISEE can provide transportation services in connection with the Center's website. In addition to the foregoing and not limited, all transport services must be subject to the following conditions: (1) Authorization. FRANCHISEE can transport services only to and from the Centre site, as well as to travel to places connected with the Centre, with Children. FRANCHISEE does not provide any other transportation services without prior written permission from FRANCHISOR. Page 15 Initials (2) Geographic Area. No FRANCHISEE is specifically limited to the provision of transport services within its exclusive territory, and any franchisee may provide transportation services within the exclusive territory of another franchisee. (3) Compliance with the law. FRANCHISEE agrees to comply with all applicable laws, regulations and regulations of the State Department of Human Resources and any other government agency in connection with the provision of TRANSPORTATION services to FRANCHISEE, including the provision of vehicles used by FRANCHISEE for verification and approval by the State Department of Human Resources and/or such government agencies. FRANCHISEE conducts regular maintenance of each vehicle used in the FRANCHISEE business, and must maintain every vehicle in good operation and repair, normal wear and tear. In no case should FRANCHISEE use any vehicle that is not currently in good condition and repairs and/or which imposes any safety risk on any person. (4) Insurance. Before the start of transport services, FRANCHISEE provides and maintains insurance coverage with insurance companies acceptable to FRANCHISOR and in accordance with FRANCHISOR's insurance requirements, as specifically stated in Section 5, paragraph C of the present and in the Guide. FRANCHISEE provides FRANCHISOR with proof of obtaining such insurance prior to the start of transport services and on an annual basis after that. FRANCHISOR may require additional types or specify insurance amounts in addition to what is required in Section 5, paragraph C, which FRANCHISEE must receive before transport services begin. Any such additional requirements or specifications may be provided to FRANCHISOR franchisees in writing and must be monitored in all cases and in the event of any conflict between such requirements and specifications and requirements required by Section 5, paragraph C. (5) Drivers. FRANCHISEE agrees that each of its employees working as drivers in connection with the provision of transport services must have (a) a license for commercial drivers; and (b) Completed and executed with THE FRANCHISEE, the most current form of the FRANCHISOR Driver Agreement, a copy of which is attached to this as Exhibition J. FRANCHISEE must send a copy of the Driver's Agreement executed and between FRANCHISEE and each of the FRANCHISEE employees serving as a driver in FRANCHISOR within five days of its execution. FRANCHISEE requires each of its drivers to get and insurance is at least cover and amount as required by FRANCHISOR from time to time for kids' R' Kids System drivers. FRANCHISEE is fully responsible for hiring and all his drivers. SECTION 6. OBLIGATIONS OF FRANCHISOR Provided that FRANCHISEE has fully complied with the terms of this Franchise Agreement and all other agreements between FRANCHISEE and FRANCHISOR or any affiliate, FRANCHISOR agrees to provide the following services during the duration of this Franchise Agreement: A. Training and Assistance. (1) Initial training program. Prior to the opening of the Franchise Center, but after Page 16 initials FRANCHISEE either acquires the Central Site or enters into a lease agreement approved by FRANCHISOR for the Site Center, FRANCHISOR provides FRANCHISEE (or a pre-approved FRANCHISEE director) and another (1) person who has been appointed by FRANCHISEE as the Director of the Center or Assistant Director of the Center responsible for the day-to-day operations of the center, with training in the work of children's children's center R. FRANCHISEE expenses incurred when attending such a training program include, without limitation, FRANCHISEE'S expenses and additional wages, meals, accommodation and transportation. Such training will be provided at the Kids' R' Kids Child Care Center, located in the Metropolitan area of Atlanta, Georgia, or elsewhere designated FRANCHISOR for approximately six (6) full days in a row, or otherwise considered appropriate franchISOR. FRANCHISOR bears the costs of such training, except for any costs and costs associated with transport, room and board, wages and other personal expenses of such persons, who successfully completed the original FRANCHISOR training program to meet FRANCHISOR must be transferred now as a Qualified Employee. The successful completion of such an initial FRANCHISEE curriculum or its core and one (1) center director or assistant director of the center, as described above, is a condition for opening the site center to the public. (2) Help in opening the Center. In addition to the original FRANCHISOR training program, FRANCHISOR also provides one operations manager with ten (10) working days to assist in the opening of franchiseE's site. FRANCE for such training is borne by Franchisor. (3) Additional training. If, at any time after the opening of the Centre, FRANCHISOR determines that FRANCHISEE or a qualified employee requires additional training, or if FRANCHISEE hires an additional or replaceable staff member for a qualified employee and FRANCHISOR determines at its discretion that unable to state adequately train a new employee, or if there has been a sale of the site center or the appointment of a franchise agreement and FRANCHISOR determines in its only direction that additional training is required, FRANCHISOR may require that a new employee satisfactorily complete such training, which can be assigned to FRANCHISOR. FRANCHISEE must pay FRANCHISOR the current tuition fee charged by FRANCHISOR for any additional training assigned to FRANCHISOR or requested by FRANCHISEE. FRANCHISEE is also responsible for the costs and costs of FRANCHISEE and any of its employees, as described in this section 6, and any expenses and costs of FRANCHISOR and any of its employees, due to such additional training. B. Inspections. FRANCHISOR may, but is not obligated, to check the Center's website and interview FRANCHISEE employees at any reasonable time without notice to determine that the Center Site operates in accordance with the terms of this Franchise Agreement, Guidelines and other applicable FRANCHISOR rules, as well as applicable state and local laws, rules, rules and regulations. FRANCHISOR can choose to check FRANCHISEE'S Center site at any time and from time to time, through a franchised parental browsing internet system. FRANCHISOR notifies FRANCHISEE in writing of any unsatisfactory conditions detected, and FRANCHISEE agrees to correct or repair any such terms as a key condition as soon as they are informed of the same. FRANCHISEE will pay the reasonable and normal travel costs of FRANCHISOR for one FRANCHISOR inspection visit for the calendar quarter, including travel, accommodation, meals and other expenses incurred in connection with such an inspection visit. C. Products. Supplies and materials. After executing this Franchise Agreement, FRANCHISOR uses a reasonable effort to make available for purchase from designated manufacturers or suppliers FRANCHISOR Approved equipment and all other products required or approved by FRANCHISOR for use in conjunction with the Center's website, all to the extent that FRANCHISOR suppliers can deliver the same. FRANCHISEE will purchase approved equipment and all other products required by a supplier that complies with the requirements of the FRANCHISOR supplier, guidelines described in section 5, paragraph J of this franchise agreement. D. Manually. FRANCHISOR must provide FRANCHISEE with one copy of the FranchISOR Guide to the Confidential Operation of All Amendments, Changes and Additions, which contain specifications, standard operating procedures, requirements, accounting methods, marketing and advertising practices, and other rules prescribed from time to time by FRANCHISOR. The guides remain confidential and the property of FRANCHISOR. FRANCHISEE must pay FRANCHISOR five hundred dollars (\$500.00) for each Guide or any part of it that is not returned to FRANCHISOR after the termination or transfer of this franchise agreement. E. Prompt help. FRANCHISOR provides FRANCHISEE with such reasonable operational assistance in connection with the operation of the Centre as FRANCHISOR defines from time to time to be necessary. Operational assistance may include advice and advice on: (a) hiring and training staff. The development and implementation of advertising and advertising programmes; and (c) establish and maintain administrative, accounting, accounting and general operational procedures. FRANCHISOR from time to time advises FRANCHISEE on the Operations Problems of the Center, disclosed by reports submitted or inspections made by FRANCHISOR. FRANCHISOR does not charge a separate fee to FRANCHISEE for such operational assistance, provided that FRANCHISOR may charge reasonable fees for forms and other materials provided by FRANCHISEE and for the prompt assistance required, in franchisor's view, as a result of the non-compliance of franchisees with any provision of this Franchise Agreement or any specification, standard or operating procedure prescribed by FRANCHISOR, or operational assistance requested by FRANCHISEE on top of what is normally provided by FRANCHISEE. At any time during the duration of the Franchise Agreement, if FRANCHISEE wishes to assist franchisor qualified staff, FRANCHISOR, franchisee provides a corporate representative (s) to assist FRANCHISEE at the FRANCHISEE Center. Such assistance will be provided by RIGHT IN accordance with paragraph A (3) in this case. FRANCHISOR may charge a reasonable fee for meeting these services, not exceeding five thousand dollars (\$5,000) for services provided during one calendar quarter. F. Help in transferring the site. At the request of the franchisee, FRANCHISOR can provide FRANCHISEE with assistance in identifying a qualified buyer for the purchase of franchise and franchise center. FRANCHISOR can also provide FRANCHISEE with assistance in identifying the improvements that FRANCHISEE must make in order to make Page 18 I Initials facilitate the transfer of the FRANCHISEE franchise and the center of the site. FRANCHISOR has the right and privilege not to provide such FRANCHISEE services. Before providing any such services, FRANCHISEE must sign FRANCHISOR, the current form of the franchising website Transfer Aid Agreement and pay FRANCHISOR a flat fee of thirty thousand dollars (\$30,000). SECTION 7. RIGHTS RESERVED BY FRANCHISOR FRANCHISOR reserves the right to modify children's system R' Kids Guidelines at any time and from time to time by adding, removing or otherwise amending their provisions, provided that such changes must be made only to the extent necessary or desirable, and in the sole decision of FRANCHISOR to protect the brands and goodwill of FRANCHISOR, comply with any applicable law, statute, court or administrative decision or enhance the quality of products and services offered to the public. SECTION 8. ROYALTY AND OTHER PAYMENTS A. Royalty Fees. In considering the rights granted by FRANCHISEE under this franchise agreement, FRANCHISEE agrees to pay FRANCHISOR royalties of five percent (5%) of the franchise agreement, total training sales and falling sales, as defined below, generated as a result of the Work of the Center (Royalty Fee or Royalty). FRANCHISEE'S commitment to make royalties to FRANCHISOR begins at the beginning of ninety (90) days after the opening date of the Center or on the day when the Center reaches its first enrollment of 125 children, regardless of whether the children speak full-time or part-time. All royalties paid by FRANCHISOR are not sent. B. Determining the cost of training and sales. The sale and fall in tuition sales, as used in the Franchise Agreement, means, but is not limited to only, those total income earned by FRANCHISEE for the care of children enrolled in the Center on a permanent basis or part-time or for childcare who may attend the center on a periodic or drop-in basis. Such training and falling sales also include any sales made for cash, credit check or otherwise, including any sale or service provided in connection with barter or counter-trading, if any, without reserve, to compensate or deduct for the inability or inability to collect the same. Training and falling sales should not include any sales of food, goods, products and goods in connection with the Children's R' Children's Center; Discounts approved by FRANCHISOR; Refunds to customers or the amount of any taxes that MAY be required or should be needed in the future to collect from customers to be paid to any federal, state or local tax authority. Such a tax, however, does not include property tax or deductible, but only includes those taxes, if any,

that will be levied on FRANCHISEE customers. (Sales training and falling sales should heresinafter collectively be called Gross Sales) C. Payment order. FRANCHISEE must pay FRANCHISOR royalties by transferring electronic funds in cash or cheque, as required by FRANCHISOR, which must be obtained by FRANCHISOR no later than Friday each week. Such royalties are calculated from gross sales directly prior to the calendar week, which will end at the end of the business in FRANCHISOR may require FRANCHISEE to use and pay for all computer programs and related services, including the Kressa SchoolLeader Software Program, to calculate the amounts that must be owed, prepare and submit the necessary weekly and other reports, and/or to pay royalties under this franchise agreement. FRANCHISEE is required to cooperate with FRANCHISOR in the use of any software and in the payment of all amounts, while at the same time. Page 19 I Initials D. Late Payments. Under the terms of the Franchise Agreement, any overdue royalty payment must carry simple interest until FRANCHISOR is received (calculated at the highest interest rate allowed by law, or at a rate of one and a half per cent (1.5 per cent) per month, depending on whether it's less). To compensate FRANCHISOR for the increased costs incurred in the delayed payment of any royalty payment, FRANCHISEE must pay on demand, in addition to any interest or other expenses, a late payment of \$25 (\$25.00) for each late royalty payment. Such late fees should not be construed as interest, but were intended solely to compensate FRANCHISOR for the increased cost of delaying the payment of such royalties. In addition, FRANCHISEE must reimburse FRANCHISOR for all expenses and expenses, including reasonable attorney fees incurred in fees and determination of the amounts under which this is permitted. Anytime that FRANCHISEE is seven (7) days of arrears in paying the weekly royalty fee, the account for materials and/or products purchased from FRANCHISOR, and/or the cast of reports due to FRANCHISOR currently, FRANCHISOR, at its discretion, without revoking or terminating this Franchise Agreement and thereby compromising other rights and remedies of FRANCHISOR, including the right to terminate this Franchise Agreement for the same reason or for one reason or more, may cease to provide FRANCHISEE services and products, including promotional materials, as long as FRANCHISEE is not currently in the process of paying fees. FRANCHISOR's refusal to provide such services during this period is not considered a violation of this Franchise Agreement. FRANCHISOR reserves the right to require that all late payments be paid in cash, a certified check, a cash check, a cash order or a transfer. E. Weekly Reports. Weekly royalties must be received by FRANCHISOR in its main offices, or another location such as FRANCHISOR may or may be accompanied by weekly reports of forms assigned to FRANCHISOR by taking full account of FRANCHISEE's gross sales revenues and such other information that may be required by FRANCHISOR. Said payments must be accompanied by fully executed copies of the following (1) Weekly Earnings Reports Reports, if applicable (3) Advertising Tear Sheets and/or Advertising Accounts (4) Such other reports that may be reasonably required from time to time FRANCHISOR, all on forms assigned to FRANCHISOR, as well as any supporting documentation required by FRANCHISOR. FRANCHISOR reserves the right to request or download reports from the FRANCHISEE computer system. F. Payment for products purchased from FRANCHISOR. Payment for products, materials, promotional materials and forms purchased by FRANCHISEE from FRANCHISOR must be paid in cash (unless another agreement with FRANCHISOR is entered into). FRANCHISEE will pay all fees. Page 20 I Initials G. Advertising and Marketing. (1) Advertising and marketing. Recognizing the value of advertising for the development of FRANCHISEE's goodwill and image and franchise system, in those states where FRANCHISOR has not created the Children's Advertising Fund 'R' (Advertising Fund) described in Sub-Paragraph (3) in this document, FRANCHISEE spends at least one and a half percent (1.5%) on advertising during each calendar month. gross sales for the previous month. In states where FRANCHISOR establishes and as long as FRANCHISOR maintains an advertising fund, FRANCHISEE can spend any amount on local advertising that FRANCHISEE chooses to determine. (2) By FRANCHISEE Advertising. All franchisee advertising is conducted with dignity and compliance with the standards and requirements set by FRANCHISOR. All local and any other forms of FRANCHISEE advertising must be approved in advance in writing FRANCHISOR. FRANCHISEE must continuously maintain white pages of phone directories lists and yellow pages displaying advertisements, measuring at least two inches by six inches (2.5 x 6), in the Bell Companies (s) phone book, which covers the area in which the center of the site is located (The area). In addition, FRANCHISEE is required to jointly advertise within the District on the basis of pro rata in an advertisement displaying the yellow page of the District. FRANCHISOR periodically provides a variety of marketing products that FRANCHISEE can purchase for sale to customers at their Center. FRANCHISOR will make these items available to FRANCHISEE at a franchisor price plus a minimum processing fee of no more than twenty percent (20%). FRANCHISEE has the option to opt out of buying any promotional product provided by FRANCHISOR. (3) Advertising fee. Despite everything contained in this document, FRANCHISOR can, but is not obligated, to set up an advertising fund, as described below, only in states that have five (5) or more children's 'R' Children's Centers. Right after as long as FRANCHISOR supports the Advertising Fund described below, FRANCHISEE must pay FRANCHISOR as a sum equal to one percent (1%) of the total. gross sales for the previous week (Advertising Fees). FRANCHISOR is entitled to increase the percentage of THE amount made to the FRANCHISEE Advertising Fund by notifying franchiseE in writing, provided that advertising fees should not exceed two percent (2%) of the total amount of advertising. gross sales for the previous week. All advertising fees must be paid by FRANCHISEE by Friday each week and must be accompanied and paid in the same way as all royalty fees, including the use of any programs designated by FRANCHISOR. Advertising fees are calculated from the cost of training and sales of the immediate pre-calendar week, starting with the week in which the Foundation is established or in which the Center is opened and continues during the duration of the Franchise Agreement. FRANCHISOR must pay advertising fees to a separate account under the control of FRANCHISOR, but is appointed Children 'R' Children's Advertising Fund. Advertising fees should be used by FRANCHISOR to provide regional and/or national advertising and promotion for children's centers. FRANCHISOR has complete discretion regarding the type, quality, quantity, geographical location, timing, placement and choice of agency or media in relation to such advertising and whether the Advertising Fund should continue. When managing the FRANCHISOR Fund, it undertakes no obligation on FRANCHISEE costs that are equivalent or proportional to page 21 OF FRANCHISEE j Initials Original documents have been scanned as an image. The original file can be downloaded from the link above. Above. play school franchise agreement pdf

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