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UCMASSM
CENTER MANAGEMENT AGREEMENT

THIS CENTER MANAGEMENT AGREEMENT ("Agreement"), effective as of November 1, 2005 (the "Effective Date"), is among UCMAS USA LLC, an Alabama limited liability company ("we" or "us"), Focus Academy _____ [Inc. or Corporation] ("Focus") and Tushar Vaidya ("Tushar") and Seema Vaidya ("Seema"), both individual residents of New York. In consideration of the mutual promises in this Agreement and other consideration, the parties agree as follows:

1. Background. We are in the business of granting franchises and regional development opportunities for UCMASSM centers, and providing initial and on-going support to our franchisees. UCMASSM centers offer courses promoting mental development of children and young people by use of the trade names, service marks, trademarks, trade dress, logos, emblems and indicia of origin we specify (collectively, the "Marks") and operate under the proprietary and distinctive system we specify (the "System"). FOCUS Academy has ongoing tutoring activities in addition to Mental Arithmetic classes. Focus owns and operates this mental development center located at 91-35 63rd Drive, Rego Park, New York 11374 (the "Center"), that was formerly affiliated with Smart Brain America, Inc. ("Smart Brain"), for which Tushar was manager and Seema was a course instructor. Focus, Tushar and Seema terminated the Center's relationship with Smart Brain to become effective on October 31, 2005; however, Smart Brain took possession of its abaci and other equipment and teaching materials as of October 11, 2005, leaving Focus with no practical way to continue operating the Center. Focus has approached us to acquire a UCMASSM franchise to allow Focus to operate the Center as a UCMASSM center. But, our pending franchise registration application in New York has not yet been approved, so we cannot legally offer or sell any franchises in New York until that registration process is completed. As a short-term solution to this situation, the parties desire to enter into this Agreement to provide for us to take over operation of the Center and to retain Tushar as our manager and Seema as our course instructor until such time as we may legally offer a franchise to Focus, all as provided in this Agreement.

2. UCMAS Operation of Center.

(a) Focus grants to us the exclusive right to operate the mental development business (the "Business") at the Center, on the terms and conditions contained in this Agreement. We will operate the Business at the Center using the USMASSM System and Marks, in the same manner as we operate UCMASSM company-owned centers elsewhere in the United States.

(b) Focus grants us complete and exclusive access to, and use of, the Center's premises, equipment and supplies in any manner we see fit for the purposes contemplated by this Agreement. We will convert a portion of the Center to a UCMASSM center, and will furnish all necessary signs, teaching abaci, course guidelines and student kits at Focus's cost. Focus must purchase student kits for re-sale to students,

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in quantities sufficient to supply all of the new students at the Center during the term of this Agreement. We will not ship any materials to Focus until we receive the relevant payment.

(c) We will also provide the Center with 1 copy of our Manual which contains mandatory and suggested specifications, standards, and operating procedures applicable to the operation of a UCMASSM center according to the System. The Manual is confidential and will remain our property.

(d) As compensation for our operational services, we will be entitled to a normal monthly compensation equal to 25% of the UCMAS Business's total gross revenues during the relevant month (subject to possible monthly bonuses payable to Tushar and Seema as provided below).

(e) Focus will remain responsible for paying all of the Businesses expenses and the Center's other expenses, including rent, utilities, insurance, taxes, employees' wages and salaries, employee benefits, payroll taxes, advertising and other marketing, course instructors' compensation, and compensation for Tushar and Seema.

3. Management of Center.

(a) Tushar will continue to operate the Center, but, during the term of this Agreement, Tushar will operate the Business at the Center on our behalf as an independent contractor for us according to the System (while continuing to be employed by Focus). We will provide Tushar and/or Seema with reasonable training, consultation and assistance in the operation of a UCMASSM center according to the System. Tushar will devote full attention and use his best efforts to operate the day-to-day operations of the Center and to will promote the Business at the Center according to the System. For his services under this Agreement, Tushar will be compensated by Focus.

(b) Tushar's duties relating to the Business will generally include: (1) creating and managing operating budgets; (2) maintaining proper levels of inventory and supplies; (3) recruiting, supervising and managing course instructors; (4) recruiting new students; (5) maintaining the Center's premises, furnishings, fixtures and equipment; (6) maintaining Center cleanliness and safety; (7) complying with applicable laws; (8) marketing the Business; (9) maintaining required levels of service and student satisfaction; (10) maintaining accurate records of the Business's operations; (11) timely submitting to us all reports we may require; and (12) communicating with us on a regular basis.

(c) Tushar agrees to make all management decisions affecting the Business in accordance with our relevant policies and procedures as included in the System. The following actions or decisions are subject to our prior review and right of approval: (1) all advertising and marketing for the Center; (2) any other use of any of the Marks; (3) any relocation of the Center; (4) all prices charged for services and products offered by the Center; (5) any dealings with any student, parent, supplier of any other person or entity regarding any claims or any other type of potential liability affecting the Center; and (6)

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any other actions or decisions not within the normal course and scope of the Center's day-to-day activities. The parties agree that initial pricing for UCMASSM courses will be \$180 per student per course.

(d) Additionally, Tushar acknowledges that only UCMAS-certified course instructors may teach for the Business at the Center.

4. Course Instructors. Seema will continue to serve as a course instructor at the Center, but, during the term of this Agreement, Seema will teach only UCMASSM courses for the Business at the Center as an independent contractor for us according to the System (while continuing to be employed by Focus). As soon as reasonably possible, we will determine whether Seema and any other of the Center's course instructors qualify to be certified as course instructors under the UCMASSM System by offering an assessment and grading exam. Seema and any other course instructor must take the assessment and grading exam when we require, and obtain official certification under the UCMASSM System by us or our designee before teaching any UCMASSM course. The parties acknowledge that we or our designee may require the Center's course instructors to take additional training and to satisfactorily pass an assessment and grading exam before qualifying for UCMASSM certification. Focus or the individual course instructors will bear all of the costs of course instructor certification and any required additional training, including training fees, certification fees and any travel costs incurred by the course instructors (or by the trainers, if training occurs at a location requested by Focus). Focus and Seema acknowledge that, because of the anticipated advanced level of competence, it will be necessary for Seema to obtain additional training in Malaysia. Upon signing this Agreement, Focus or Seema will pay us the course instructor training fee of \$1,000 for Seema's training. For her services under this Agreement, Seema will be compensated by Focus. Upon our request, the Center's course instructors (including Seema) must sign course instructor agreements with us in the form we require.

5. Performance Bonus. For each calendar month during the term of this Agreement during which the Business's enrollment at the Center does not fall below 50 students, we will pay Tushar and Seema, jointly, a bonus for that month equal to 12.5% of the Business's total gross revenues during that month (subject to our receipt of operational compensation from Focus for that month).

6. Center Property and Employees. This Agreement does not give us any ownership interest in any of Focus's property, and it does not give Focus any ownership interest in any of our property. This Agreement is not intended to create any employment relationships. The parties specifically acknowledge that Tushar and Seema will not become our employees as a result of this Agreement.

7. System and Marks. We own all rights, title and interest in and to the System, and we have exclusive rights to use the Marks in the United States. This Agreement does not give Focus any rights to use the System or Marks. This Agreement likewise does not give Tushar or Seema any rights to use the System or Marks - except as our

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independent contractors (and subject to our approval). Although the parties contemplate that we will offer Focus a UCMASSM franchise in the future, nothing in this Agreement obligates us to do so, and nothing in this Agreement obligates Focus to purchase a franchise from us, if offered.

8. Student Contracts. The parties acknowledge that, as a result of the termination of the relationship between Focus, Tushar, Seema and Smart Brain, the Center no longer has any contracts with students. Tushar and Seema will endeavor to obtain new students for the UCMASSM courses to be offered by the Business at the Center. These new contracts will be between Focus and the students (or the students' parent or guardians) and must be in the standard UCMASSM forms we will provide.

9. Confidential Information. We possess certain non-public trade secrets, proprietary information, technical data, or know how which relate to our business, System, services or items, including the Manual, System Standards, quality-control systems, training materials, and information regarding salary, research, items, services, developments, inventions, processes, techniques, designs, marketing, finances, and operations (collectively, "Confidential Information") that we will provide to Tushar, Seema and/or Focus. Tushar, Seema and/or Focus may also obtain other Confidential Information during the term of this Agreement as a result of our operation of the Business. Tushar, Seema and Focus will use the Confidential Information only in connection with the services provided under this Agreement in connection with the operation of the Business as a UCMASSM center, and will not disclose Confidential Information to others or otherwise use the Confidential Information. Tushar, Seema and Focus will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information must be limited to only Center employees who need the Confidential Information to perform their jobs and who have first signed a confidentiality agreement. Tushar, Seema and Focus will not copy or permit copying of Confidential Information. The obligations under this section become effective immediately on the signing of this Agreement, even though the Effective Date may be later.

10. Non-Competition.

(a) During the term of this Agreement, Tushar, Seema and Focus will not engage in, assist, acquire, advise, consult with, be employed by, own, or become associated in any way with, any business whose methods of operation, trade dress or business concept is the same as or similar to that of UCMASSM centers (other than the Business at the Center), unless with our prior express written consent. Tushar, Seema and Focus will not solicit or otherwise induce our employees or the employees of any of our affiliates or franchisees to leave their employment. Tushar, Seema and Focus will not divert or attempt to divert any business or customer of ours or any of our affiliates or franchisees to any competitor.

(b) For a period of 2 years following termination or expiration of this Agreement, Tushar, Seema, and Focus will not: (1) engage in, assist, acquire, advise, consult with,

be employed by, own or become associated in any way with any business whose methods of operation, trade dress, or business concept is the same as or similar to that of UCMASSM centers; (2) assist, acquire, advise, consult with, own or become associated in any way with any business which offers mental development courses or programs and which is located within a radius of 10 miles from the location of the Center or within a radius of 5 miles from the location of any other UCMASSM center operated by any of our affiliates or franchisees; (3) solicit or otherwise induce our employees or the employees of any of our affiliates or other franchisee to leave their employment; and (4) divert or attempt to divert any customer of ours or any of our affiliates or franchisees to any competitor. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Tushar, Seema and Focus expressly agree to be bound by any lesser covenant subsumed within the terms of the relevant covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this section.

11. Indemnification. Tushar, Seema and Focus represent that they approached us about the possibility of a business relationship, and that we did not solicit them. Tushar, Seema and Focus also represent that they made an independent decision to terminate their affiliation with Smart Brains without any interference on our part. Tushar, Seema and Focus agree to indemnify, defend, and hold us and our successors, officers, directors, owners, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with: (1) any claim by Smart Brains; (2) any breach of this Agreement or violation of any law by Tushar, Seema or Focus; (3) any act, error or omission (active or passive) of, Tushar, Seema or Focus any party associated or affiliated with them or any of their owners, officers, directors, managers, employees, agents or affiliates; and (4) any transaction, occurrence or service involving the Business or the Center.

12. Term. The term of this Agreement will begin on the Effective Date, and will expire on the date 1 year after the Effective Date, unless terminated sooner under the provisions of this Agreement, or unless extended by written agreement of the parties.

13. Termination.

(a) By Tushar, Seema and Focus. Tushar, Seema and Focus may jointly terminate this Agreement at any time, with or without cause, for any reason, upon 10 days written notice to us.

(b) By Us. We may terminate this Agreement at any time, with or without cause, for any reason, upon 10 days written notice to Tushar, Seema and Focus. We may terminate this Agreement for cause immediately upon written notice to Tushar, Seema

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or more of the following events: (1) Tushar, Seema or Focus has engaged in any fraud or unfair business practices or has otherwise failed to conform to our business ethics standards and policies; (2) Tushar, Seema or Focus has misrepresented to any third party their respective relationship with us under this Agreement; (3) Tushar, Seema or Focus has violated the requirements of the in-term non-competition covenant in Section 10(a) of this Agreement; (4) Tushar, Seema or Focus has divulged, or threatened or promised to divulge, any of our Confidential Information to any third party without our consent; (5) Tushar, Seema or Focus has materially default under, or suffer a termination of, any other agreement with us or any of our affiliates; or (6) Tushar or Seema has died or become physically or mentally unable to perform the material duties under this Agreement.

14. Rights and Obligations Following Termination.

(a) Following expiration or termination of this Agreement (regardless of which party terminates or whether there is good cause), none of the parties will receive any future compensation under this Agreement other than compensation due for services performed before the date of termination, and the parties will account to each other with respect to all uncompleted business hereunder.

(b) Following expiration or termination of this Agreement, Tushar, Seema and Focus will promptly deliver to us (at their cost) all items in their respective possession or control (including the Manual) relating to the UCMASSM System or Marks.

(c) Following expiration or termination of this Agreement, each party will furnish to the others such information and assistance as any party may reasonably request in connection with operational or management transition of the Business.

(d) Following expiration or termination of this Agreement, each party will furnish to the others assistance as any party may reasonably request in connection with changing the identity of the Business so that it no longer appears to be affiliated in any way with the UCMASSM System or Marks.

(e) Termination of this Agreement will not affect the provisions under Sections 9, 10, 11 and 14 of this Agreement, which will survive any termination or expiration of this Agreement.

15. Notices. All notices, reports and other information and documents permitted or required to be delivered under this Agreement will be in writing and delivered to us at 130 Main Road, Huntsville, Alabama 35811, or to the other parties at the Center's address. Any party may modify its address from time to time by written notice to the other parties. Notices will be effective if in writing and delivered to the appropriate party by first class, prepaid certified or registered mail, return receipt requested. Notices will be effective on the date delivered or date of first attempted delivery, if delivery is refused.

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16. Independence. The parties are independent contractors. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement.

17. Miscellaneous.

(a) Attorneys' Fees. Should any party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement, the party or parties substantially prevailing in such legal proceedings will be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

(b) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama without regard to conflict of law principles.

(c) Entire Agreement. This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

(d) Amendment. This Agreement may be amended only by a writing signed by the parties which specifically references amendment of this Agreement.

(e) Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, will be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.

(f) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement will be in all cases construed according to its fair meaning and not strictly for or against either party. Time is of the essence under this Agreement.

(g) Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, will not preclude or waive its right to exercise any or all other rights and remedies.

(h) Non-Waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law will constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other

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instance. All waivers by either party must be in writing and signed by the party to be charged.

(i) **Disputes.** Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, will be litigated solely in Northern District of Alabama—Huntsville Division or the Alabama Circuit Court or Alabama District Court in Huntsville, Alabama (as determined by the jurisdictional amount in controversy) or in any other the federal or state court for the jurisdiction in which we then have our principal place of business. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of inconvenient forum, and (3) waives any other objections or defenses as to venue or personal jurisdiction.

(j) **Transfer.** Tushar, Seema and Focus have no right to transfer any of their respective rights or to delegate any of their respective duties under this Agreement.

(k) **Counterparts.** This Agreement may be signed in any number of counterparts, each of which when signed and delivered will be deemed an original, but all counterparts together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

FOCUS ACADEMY _____:

By: [Signature]
Printed name: _____
Title: OWNER
Date signed: 10/20/05

SEEMA:

Seema Vaidya
Date signed: _____

TUSHAR:

[Signature]

Tushar Vaidya
Date signed: 10/20/2005

UCMAS USA LLC:

By: [Signature]
Printed name: Chetan Uttarkar
Title: VP. Marketing & Franchising
Date signed: 10/21/05