

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is between R'Club Child Care, Inc., a Florida Not-For-Profit Corporation (R'Club) and Happy Workers Learning Center, Inc. (HWLC) a Florida Not-For-Profit Corporation. This Agreement shall be effective from February 1, 2017 to ~~May 1, 2017~~ ^{June} 1, 2017 unless ~~DOB~~ otherwise amended by both parties, and supersedes other agreements.

WHEREAS, R'Club will provide administrative and management services to HWLC;

and

WHEREAS, the parties wish to continue their affiliation up to and culminating with the time that R'Club and HWLC can effectively finalize the Asset Acquisition of HWLC by R'Club.

and

WHEREAS, the parties will fully assist one another in a cooperative and supportive transition to the Asset Acquisition of HWLC by R'Club.


NOW THEREFORE, the parties agree as follows:

1. Management Services. R'Club will provide the following administrative and management services to HWLC:
 - A. Determine which staff members are to be employed by R'Club for placement at HWLC facilities and provide appropriate training for such staff.
 - B. Develop and promulgate policy and procedure guidelines as needed, which will enable HWLC to properly function as a licensed child care center under the auspices and future ownership of R'Club.
 - C. R'Club will provide all services for the HWLC from the effective date of the Management Agreement through HWLC effectively becoming an asset of R'Club. These services shall include stationing supervisory personnel (minimum of one) to function as an R'Club Center Director relative to HWLC program and personnel.
 - D. R'Club will perform all fiscal and administrative services for HWLC as if it were a center owned and fully operated by R'Club.

- E. Develop in conjunction with HWLC a public relations and public information program which will assist HWLC with the disposition and operational changes needed for acquisition by R'Club gaining community acceptance and awareness, client and staff recruitment, and overall community support.
2. **Payment for Management Services.** All funds received through HWLC operations, contributions, sale of property or other assets will enure to R'Club for use in the operation and refurbishing of the HWLC program and site.
 3. **Term.** This MANAGEMENT AGREEMENT will remain until the Asset Acquisition of HWLC by R'Club is complete.
 4. **Separate Books.** R'Club will keep separate accounting for HWLC as another cost center similar to the other cost centers in R'Club's accounting procedures.
 5. **Disclosure.** HWLC shall promptly provide R'Club with full disclosure of all assets and liabilities of HWLC and shall give R'Club full access to all properties, books and records for inspection and evaluation by R'Club and its advisors, agents and employees. After satisfactory due diligence by R'Club, in its sole and absolute discretion, it is intended by the parties that all assets, real, personal, tangible and intangible of HWLC shall be acquired by R'Club in consideration of R'Club's work here under and assumption of specified liabilities pursuant to an Asset Acquisition Agreement to be executed by the parties. ("Asset Acquisition").
 6. **Attorneys' Fees.** In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. Costs and attorneys' fees shall include any and all attorneys' fees incurred in preparation of trial, at trial, on appeal or in bankruptcy proceedings and shall also include paralegal expenses and all reasonable travel, copying and transmission cost of the attorneys, expert witness fees, the costs of investigation and proof of facts, and the costs of any sales, services, value added or similar tax imposed upon amounts relating to any services or costs described in this sentence.

For R'Club Child Care, Inc.

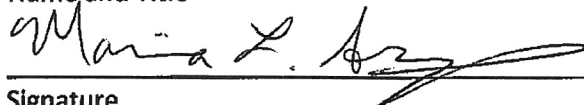
DENNIS G. RUPPEL, PRESIDENT
Name and Title


Signature

JANUARY 26, 2016
Date

For Happy Workers Learning Center, Inc.

MARIA L. SCRUGGS, Chairwoman
Name and Title


Signature

JANUARY 26, 2016
Date