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Our History

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La Petite Academy, Inc., is one of the nation's largest educational daycare companies. We are headquartered in Novi, MI, with more than 450 schools across the country.

Each of our schools is licensed by the state where it operates. In addition, each adheres to the highest standards of safety, security, cleanliness, teaching, and loving care. Every Academy operates the way any good neighborhood business does. We know our community and we understand how best to serve the parents and children who live there.

Along the way, we have become widely recognized for our innovation, leadership, and reputation for excellence in early education. As a pioneer in education-based care, La Petite Academy is matched by very few organizations for the perspective and insight we've achieved.

In 2007, we became part of the **Learning Care Group** (<https://learningcaregroup.com/>), one of the largest providers of early childhood care and educational services in the United States. This institution is an equal opportunity provider.

We hope you and your child become part of our story, today.





Learning Care Group

Learning Care Group, Inc. is a child care and early childhood education company based in Novi, Michigan, United States. Founded in the 1960s, it is the second-largest for-profit child care provider in North America,^[1] operating over 1,070+ schools under the La Petite Academy, Childtime, Tutor Time, The Children's Courtyard, Montessori Unlimited, Everbrook Academy, AppleTree & Gilden Woods, Creative Kids Learning Center, U-GRO, Young School, and Pathways Learning Academy brands. Learning Care Group is owned by American Securities.^[1]

History

Learning Care Group was founded in the 1960s.^[1] In 2005, it was purchased by Australia-based ABC Learning.^[2] By the time it was acquired by Morgan Stanley Private Equity in March 2008, it operated 800 schools under five brands.^[3] In 2014, it was acquired by private equity firm American Securities.^[4]

References

- Zhu, Julie; Wu, Kane (October 25, 2017). "Chinese firms eye U.S.-based Learning Care valued at up to \$1.6 billion: sources" (<https://www.reuters.com/article/us-lcg-m-a-china/chinese-firms-eye-u-s-based-learning-care-valued-at-up-to-1-6-billion-sources-idUSKBN1CU1CC>). *Reuters*. Retrieved June 29, 2019.
- Hills, Ben (March 11, 2006). "Cradle snatcher" (<https://www.smh.com.au/national/cradle-snatcher-20060311-gdn4rx.html>). *The Sydney Morning Herald*. Fairfax Media. Retrieved June 29, 2019.
- "Morgan Stanley Private Equity Announces Agreement to Acquire Majority Stake in Learning Care Group, Inc. as Part of Joint Venture with A.B.C. Learning Centres" (<https://web.archive.org/web/20140914182148/http://www.morganstanley.com/about/press/articles/6269.html>) (Press release). *Morgan Stanley*. April 22, 2008. Archived from the original (<http://www.morganstanley.com/about/press/articles/6269.html>) on September 14, 2014. Retrieved June 29, 2019.
- Pinho, Kirk; Walsh, Dustin (June 3, 2019). "Property restoration giant Belfor sold to private equity firm" (<http://www.craindetroit.com/construction/property-restoration-giant-belfor-sold-private-equity-firm>). *Crain's Detroit Business*. Crain Communications. Retrieved June 29, 2019.

External links

- Official website (<https://www.learningcaregroup.com/>)

Learning Care Group, Inc.

Industry	<u>Child care</u>
Founded	1960s
Headquarters	<u>Novi, Michigan</u> , <u>United States</u>
Area served	North America
Parent	<u>American Securities</u>
Website	<u>www</u> <u>.learningcaregroup</u> <u>.com</u> (https://www.learningcaregroup.com/)



American Securities

American Securities LLC is an American private equity firm based in New York with an office in Shanghai that invests in market-leading North American companies with annual revenues generally ranging from \$200 million to \$2 billion and/or \$50 million to \$250 million of EBITDA. American Securities and its affiliates have approximately \$23 billion under management.^[1] American Securities traces its roots to a family office founded in 1947 by William Rosenwald, the son of Julius Rosenwald, the longtime CEO of Sears, Roebuck and Co.

History

William Rosenwald—who had inherited the Rosenwald fortune from his father Julius Rosenwald—founded American Securities Capital Partners in 1947.^[2]

In 1993 Michael G. Fisch became the William Rosenwald family's financial advisor.^[3]

In 1994—with Fisch as Director and CEO—American Securities opened their first fund to outside investors.^[4] By 2012 they had invested in "39 companies in a wide variety of industries, including industrial manufacturing, specialty chemicals, aerospace and defense, energy, business services, healthcare, media, restaurants, and consumer products."^[5]

In June 2009, American Securities Capital Partners officially changed its name to American Securities LLC.^[6] As of February 2021, American Securities and its affiliates had approximately \$23 billion under management. American Securities has invested in 67 companies across a variety of industries. As of February 2021, American Securities is currently partnered with 21 companies that have 109,900 collective employees worldwide.^[1]

Affiliates

- Ascribe Capital is an affiliate of American Securities LLC that manages approximately \$2 billion of long-term capital focused on investing in the debt, and sometimes equity, securities of middle-market companies.^[7]

Current investments

Investments as of 2021:^[8]

American Securities LLC



AMERICAN SECURITIES

Company type	<u>Private</u>
Industry	<u>Private equity</u>
Founded	1994
Founder	Michael G. Fisch
Headquarters	<u>590 Madison Avenue New York City, New York, U.S.</u>
Products	<u>Private equity funds, Leveraged buyouts</u>
AUM	\$26 billion (2023)
Website	<u>www.american-securities.com (http://www.american-securities.com/)</u>

- Acuren
- Air Methods
- Amentum
- Aspen Dental
- BELFOR
- Blount International
- Blue Bird
- Conair
- Chromaflo Technologies
- CPM
- Emerald Performance Materials
- FleetPride
- Foundation Building Materials
- Global Tel Link (GTL)
- Henry Company
- Hexion
- Learning Care Group
- Milk Specialities Global
- MW Components (<https://www.mwcomponents.com/>)
- North American Partners in Anesthesia
- Prince
- r-pac
- Ulterra Drilling Technologies
- United PF

Previous investments

Previous investments as of 2021.^[9]

- Advanced Drainage Systems
- Anthony International
- Arizona Chemical
- Cambridge International
- Caribbean Restaurants
- Community Pacific Broadcasting
- CTB International
- Delphi Midstream Partners
- Dr. Leonard's Healthcare
- El Pollo Loco
- Fairmount Santrol
- FiberMark
- Frontier Spinning Mills
- General Chemical
- Grede
- GT Technologies
- Healthy Directions
- HHI
- Ketema, Inc.

- Lakeside Energy
- Liberty Tire Recycling
- MECS
- Metaldyne
- Metaldyne Performance Group
- Miltex Instrument Company
- Mortgage Contracting Services
- MVE
- NEP Broadcasting
- Oreck Corporation
- PDM Bridge
- Potbelly Sandwich Works
- Presidio
- Press Ganey
- Primary Energy Ventures
- Robertson Fuel Systems
- Royal Adhesives and Sealants
- SeaStar Solutions
- SpecialtyCare
- Tekni-Plex
- TNP Enterprises
- Unifrax Corporation
- Unison Site Management
- United Distribution Group
- VUTEk
- Weasler Engineering
- Westward

Controversies

American Securities owns Global Tel*Link Corporation (GTL) which in 2015 had a 50% share in the \$1.2 billion prison inmate telecommunications services including the controversial Inmate Calling Service (ICS).^[10] With prisoners in 2012 paying up to \$17 for a 15-minute call, the Federal Communications Commission scrutinized the industry.^{[11][12][13]} In 2015 GTL sought judicial review of the FCC's regulation order aimed at lowering the cost of ICS.^[14]

References

1. "Our Firm | American Securities" (<https://www.american-securities.com/en/our-firm>). *American Securities*. Retrieved 2017-01-06.
2. "American Securities Capital Partners Announces Final Closing Of Private Equity Fund At \$650 Million" (<http://www.american-securities.com/press-releases/american-securities-capital-partners-announces-final-closing-of-private-equity-fund-at-650-million>), *American Securities*, July 18, 2001, retrieved September 29, 2016
3. "Michael G. Fisch" (<http://www.bloomberg.com/research/stocks/private/person.asp?personId=72568&privcapId=18771>), *Bloomberg*, 2016, retrieved October 1, 2016
4. Our Firm American Investors (<https://www.american-securities.com/our-firm>)

This Non-disclosure Agreement (this "**Agreement**") is made effective as of September 11, 2024

(the "**Effective Date**"), by and between Daycare Properties of Vero Beach, LLC (the "**Owner**"), And

_____, _____ (the "Recipient") of _____,
_____, _____.

is requesting confidential information on the property at 842 SW Glenview Ct, Port St. Lucie, FL 34953. The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Owner;
- information rightfully received by the Recipient from a third party without a duty of confidentiality;
- information independently developed by the Recipient;
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of the Owner;

A. No Disclosure. The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

B. No Copying/Modifying. The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

C. Unauthorized Use. The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION. For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential

Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

VIII. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

IX. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

X. ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XI. TERM. The obligations of this Agreement shall survive 1 year from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

XII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Florida. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all

times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

Recipient:

Dated: _____