



FRANCHISE DISCLOSURE DOCUMENT

GOLDFISH SWIM SCHOOL FRANCHISING LLC

a Michigan Limited Liability Company
390 Park Street, Suite 250
Birmingham, Michigan 48009
(800) 856-5120
www.goldfishswimschool.com

The franchise offered is for the establishment and operation of a swim school that provides specialized quality swim instruction and superior customer service to its clients. The franchise aims to service local markets by offering group and private swim lessons as well as birthday parties, open swim times, swim clinics and many other aquatic activities to children aged 4 months to 12 years in a fun and colorful environment. The franchise will also service its clients by offering a snack bar and retail area.

The total investment necessary to begin operation of a Goldfish Swim School franchise is \$1,364,033 to \$2,244,200. This includes \$40,000 - 50,000 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operations as a Goldfish Swim School Area Developer is at least \$1,384,033 to \$2,264,200, depending upon the number of Swim Schools you develop. This estimate includes the Initial Franchise Fee of \$50,000 for the first Swim School and one-half of the initial franchise fee for one subsequent Swim School at the reduced rate of \$40,000. You would pay an additional \$20,000 for each subsequent Swim School to be developed under the Area Development Agreement as part of your Development Fee and the remaining half of the Initial Franchise Fee for each additional Swim School developed when you sign each franchise agreement. In addition, if you sign an Area Development Agreement, you will also sign the Franchise Agreement for your first Swim School.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Chris McCuiston, 390 Park Street, Suite 250, Birmingham, Michigan 48009, (800) 856-5120.

The terms of your contract will govern your franchise relationship. Don't rely on this Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which

can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: March 7, 2016

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION IN OAKLAND COUNTY, MICHIGAN. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN MICHIGAN THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT WITH SOME EXCEPTIONS, MICHIGAN LAW GOVERNS THE AGREEMENT, AND MICHIGAN LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE'S LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE MINIMUM MONTHLY ROYALTY PAYMENT IS \$1,500 EACH MONTH REGARDLESS OF YOUR SALES LEVELS. FAILURE TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
4. THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.
5. YOUR SPOUSE MAY BE REQUIRED TO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
6. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$1,359,533 TO \$2,201,700. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS' EQUITY AS OF DECEMBER 31, 2015, WHICH IS \$583,786.
7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The Effective Date for this Franchise Disclosure Document for your state is listed below. The states listed below may require registration or filing of this Disclosure Document. If this offering is registered in any of these states, the effective date of the registration may differ from the date of issuance of this Disclosure Document as stated below. Some of these states may require different or additional disclosures or revisions to the agreement. The effective date of this Disclosure Document for any state that is not included in this list is as shown on the cover of this Disclosure Document. (See the State Addenda to this Disclosure Document for certain states.)

California	Effective Date:	<u>August 17, 2015</u>
Connecticut	Effective Date:	<u>Exclusionary Filing September 30, 2013</u>
Florida	Effective Date:	<u>May 17, 2015</u>
Hawaii	Effective Date:	<u></u>
Illinois	Effective Date:	<u>March 20, 2015</u>
Indiana	Effective Date:	<u>September 20, 2015</u>
Kentucky	Effective Date:	<u>Exemption Filing July 15, 2013 (1 time)</u>
Maine	Effective Date:	<u></u>
Maryland	Effective Date:	<u>August 13, 2015</u>
Michigan	Effective Date:	<u>October 24, 2015</u>
Minnesota	Effective Date:	<u>April 28, 2015</u>
Nebraska	Effective Date:	<u></u>
New York	Effective Date:	<u>August 25, 2015</u>
North Carolina	Effective Date:	<u>Exemption Filing October 24, 2013</u>
North Dakota	Effective Date:	<u></u>
Rhode Island	Effective Date:	<u></u>
Oregon	Effective Date:	<u></u>
South Carolina	Effective Date:	<u></u>
South Dakota	Effective Date:	<u></u>
Texas	Effective Date:	<u>December 20, 2013 (1 time)</u>
Utah	Effective Date:	<u>August 7, 2015</u>
Virginia	Effective Date:	<u>September 15, 2015</u>
Washington	Effective Date:	<u>June 17, 2015</u>
Wisconsin	Effective Date:	<u>September 9, 2015</u>

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EXHIBITS

- A. LIST OF STATE ADMINISTRATORS
- B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS
- C. FRANCHISE AGREEMENT
- D. AREA DEVELOPMENT AGREEMENT
- E. TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL
- F. FINANCIAL STATEMENTS
- G. LIST OF CURRENT AND TERMINATED FRANCHISEES
- H. FRANCHISEE DISCLOSURE QUESTIONNAIRE
- I. MULTI -STATE ADDENDA
- J. RECEIPT

ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the words “we,” “our,” “us” and “Goldfish Swim School” refer to Goldfish Swim School Franchising LLC, the franchisor of this business. “You” and “your” refer to the person who buys the franchise, whether you are a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this disclosure also apply to your owners and will be noted.

The Franchisor

We formed a limited liability company in Michigan on June 19, 2008 for the purpose of offering Goldfish Swim School franchises. Our principal business address is 390 Park Street, Suite 250, Birmingham, Michigan 48009. We do business under our corporate name and the name Goldfish Swim School. We have offered franchises since 2008.

We franchise the right to operate a swim school that provides specialized quality swim instruction and superior customer service to its clients. The franchise aims to service local markets by offering group and private swim lessons as well as birthday parties, open swim times, swim clinics and many other aquatic activities to children aged 4 months to 12 years of age in a fun and colorful environment. The franchise will also service its clients by offering a snack bar and retail area. The franchise or franchised swim school does business under the trade name, Goldfish Swim School®, and also uses our other related service marks, trademarks or logos (our “Marks”). The location of a franchised swim school typically requires between 6,000 to 9,000 square feet, and is usually in a geographical area with a substantial population of children under the age of 9 years old. The franchise operates using our standards, methods, procedures and specifications, called our “System.” We also offer, to persons and entities that meet our qualifications, the opportunity to develop multiple Swim Schools within a protected development territory (“Development Territory”) under the terms of the Area Development Agreement (“Area Development Agreement”). If you sign an Area Development Agreement, you must develop an agreed-upon number of Swim Schools according to a specific development schedule and you will sign a separate Franchise Agreement in our then-current form for each Swim School developed under your Area Development Agreement.

We do not operate and have never operated a business of the type being franchised. We are not involved in any other business activities and have not offered franchises in any other business.

Our Parents, Predecessors and Affiliates

We do not have any parent companies or predecessors. Our Affiliate, Goldfish Swim School, LLC, was formed in Michigan on October 19, 2005 and is located at 2388 Cole Street, #101, Birmingham, Michigan 48009. Our Affiliate owns and operates 1 swim school of the type being franchised in Birmingham, Michigan since March 2006.

Our Affiliate, Goldfish Swim School, LLC, does not currently offer and has not previously offered franchises in this or any other line of business. Our Affiliate provides a location for training, but otherwise does not offer products or services to franchisees.

Our Affiliate, McCuiston Family Enterprises, Inc., was formed in Michigan on December 4, 2015 and is located at 390 Park Street, Suite 250, Birmingham, Michigan 48009. Our Affiliate owns and operates a management company and employs Christopher McCuiston and Andrew McCuiston.

Our Affiliate, McCuiston Family Enterprises, Inc., does not currently offer and has not previously offered franchises in this or any other line of business. Our Affiliate employs all of our personnel, but otherwise does not offer products or services to franchisees.

General Description of the Market and Competition

A Goldfish Swim School franchise provides swim instruction to children aged 4 months to 12 years. You may have to compete with other swim schools, including franchised operations, national chains and independently owned companies offering swimming lessons to children as well as competition from local school districts, park districts, and other local organizations which provide swimming lessons. You may also encounter competition from other Goldfish Swim School franchises, who are located outside your designated area, but who may market and advertise within your designated area. Changes in local and national economic conditions and population density affect this industry and are generally difficult to predict. You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies and competition that provide related products. Our ability to fulfill our obligations under our Franchise Agreement depends in part on our present and future financial condition. Litigation risks also exist, including future litigation that may not be predicted.

Regulations Specific to the Industry

Most states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of the franchised swim school, including those that: (a) require a CPR, life guard and first aid certification or other certification; (b) establish general standards, specifications and requirements for the construction, design and maintenance of the business premises; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking, requirement of background checks for employees who will be in contact with children, availability of and requirements for public accommodations, including restrooms; (d) set standards pertaining to employee health and safety; (e) regulate matters affecting requirements for accommodations for disabled persons; (f) set standards and requirements for fire safety and general emergency preparedness; (g) regulate the proper use, storage and disposal of waste including the proper maintenance of pool water; (h) require you to conduct background checks on your employees and independent contractors; and (i) require you to comply with the Americans with Disabilities Act, including without limitation, the commercial pool lift regulations. You must investigate and comply with all applicable laws and regulations. You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you.

Agents for Service of Process

Our agents for service of process are listed on Exhibit B to this Disclosure Document.

ITEM 2. BUSINESS EXPERIENCE

Chris McCuiston, Managing Member, CEO

Mr. McCuiston is one of our members and Manager and has been since our formation. Since our formation in June, 2008, Mr. McCuiston has been our CEO. Since our Affiliate's formation in October 2005, he has been the CEO of our Affiliate. In addition, Mr. McCuiston is the Manager of our Affiliate and has been since its formation.

Andrew McCuiston, Member & Vice President Franchise Development

Mr. McCuiston is one of our members and has been since our formation. Since August 2008, Mr. McCuiston has served as our Vice President of Franchise Development.

Tiffany Miller, Director of Operations

Ms. Miller has been our Director of Operations since August 2011. From May 2007 to August 2011, Ms. Miller was the General Manager of our affiliate Goldfish Swim School in Birmingham, Michigan.

Shana Krisan, Director of Marketing

Ms. Krisan has been our Director of Marketing since December 2013. Between February 2013 and December 2013, she was a Client Services Director, Franchise for RE:GROUP, Inc., in Ann Arbor, Michigan. Between March 2011 and February 2013, she was Marketing Manager for Wellness and Prevention, Inc., a Johnson & Johnson Company, in Ann Arbor, Michigan. Between October 2007 and March 2011, she owned Evolution Marketing, LLC, a marketing consulting firm in Walled Lake, Michigan.

Nicole Gyenese, Training Manager

Ms. Gyenese has been our Training Manager since September 2015. Between December 2012 and September 2015, she was the General Manager for our Affiliate, Goldfish Swim School, LLC's operation in Birmingham, Michigan. Between December 2010 and December 2012, she was the Assistant General Manager for our Affiliate, Goldfish Swim School, LLC's operation in Birmingham, Michigan.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

You pay us a \$50,000 lump sum franchise fee when you sign the Franchise Agreement. You pay us a \$40,000 lump sum franchise fee when you sign the Franchise Agreement for a second and subsequent franchise or if you are one of our Affiliate's employees with at least 2 years tenure. Otherwise, the franchise fee is uniform.

We will refund 25% of the franchise fee you paid if we terminate the franchise for your failure to select a site within 240 days, or your failure to successfully complete the initial training program to our satisfaction. We do not give refunds under other circumstances. (For further information about termination of the franchise, see ITEM 17.)

If you sign an Area Development Agreement, you must develop an agreed-upon number of Swim Schools within the Development Territory within a certain period of time (the "Development Schedule") and simultaneously execute the Franchise Agreement for your first Swim School. You must pay an Initial Franchise Fee for the Area

Development Agreement based upon the number of Swim Schools that you develop in the Development Territory (the “Development Fee”). The Development Fee is equal to the Initial Franchise Fee for the first Swim School (\$50,000) plus one-half of the Initial Franchise Fee (\$40,000) for each additional Swim School developed under the Area Development Agreement. The Initial Franchise Fee is reduced to \$40,000 for each additional Swim School developed under the Area Development Agreement and the Development Fee is \$20,000 multiplied by the number of additional Swim Schools to be developed under the Development Schedule. Upon signing the Area Development Agreement, you pay a lump sum Development Fee based upon this formula, which is non-refundable. The remaining portion of the Initial Franchise Fee for Swim schools opened under the Area Development Agreement is due upon execution of the Franchise Agreement and is non-refundable. You will sign a separate franchise agreement in our then-current form for each Swim School opened according to the Development Schedule.

In 2015, we agreed to initial franchise fees in the amount of \$40,000 for some franchisees and \$30,000 for some multi-unit franchisees who had been in negotiation with us prior to the issuance date of our 2015 Franchise Disclosure Document, in which we increased our initial franchise fee. We do not intend to continue this practice.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	The greater of \$1,500 per month or 6% of gross sales	Payable on the 5 th day of each month	You must pay your royalty fee directly to us by Electronic Funds Transfer. Royalty payments shall commence when you open for business or 450 days after you sign a Franchise Agreement. See definition of gross sales. ¹ (Section 3.2)
Marketing Fund Contribution	Up to 3% of gross sales We currently collect 2%	Payable on the 5 th day of each month	You pay your marketing fund contribution to us by Electronic Funds Transfer. We will give you 30 days notice before increasing required contributions. (Section 11.3) (See ITEM 11)
Local Advertising	2% of gross sales, and if part of an advertising cooperative, no more than 5% of gross sales.	Quarterly	You pay directly to third party vendors, subject to our approval. (Section 11.2) We may require your expenditures to be used in cooperative advertising and such contribution amount is determined by the cooperative, of which you will be a voting member. (Section 11.4) Contributions to the advertising cooperative may exceed this local advertising requirement but in no event be more than 5% of gross sales, and you will receive credit for each dollar contributed to the cooperative toward your local advertising requirement. Goldfish Swim Schools operated by us or our affiliates in an area covered by an Advertising Cooperative will contribute to the Advertising Cooperative on the same basis as comparable franchisees and have the same voting rights as any comparable franchisee. Further information about all advertising programs is included in ITEM 11.

¹ All citations of Section numbers throughout this Disclosure refer to the Franchise Agreement attached as Exhibit C.

Type of Fee	Amount	Due Date	Remarks
Software License Fees	\$209 per month	Payable on the 5 th of each month	You must pay your software license fee for required software directly to us by Electronic Funds Transfer in the amount prescribed in the Confidential Operations Manual, which may increase over time from the amount disclosed.
Audit Expenses ²	All costs and expenses associated with audit, approximately \$1,500 - \$5,000	Upon demand	Audit costs payable only if the audit shows you have not spent 2% of your quarterly gross sales on local advertising or if you underreported amounts you owe us by 3% or more. (Section 12.6)
Late Fees ³	1.5% per month or the maximum rate allowed by law, whichever is less.	Upon demand	Applies to all overdue fees you owe us. (Section 3.5) Also applies to any understatement in amounts due revealed by an audit. (Section 12.6)
Approval of Products or Suppliers ⁴	\$500/ per evaluation	Time of evaluation	Applies to the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase. (Section 13.1)
Insurance Policies	\$1,000 - \$3,500	Upon demand	Amount of unpaid premiums plus our reasonable expenses in obtaining the policies. Payable to us only if you fail to maintain required insurance coverage and we elect to obtain coverage for you. (Section 15.5)
Transfer Fee	50% of the then-current initial franchise fee ⁵	At the time of transfer	Payable to us at time of transfer. Does not apply to an assignment under Section 18.3 of the Franchise Agreement. (Section 18.2)
System Modifications	Varies	As required	If we make changes to our System, you must adapt your business to conform to the changes. Some examples of changes include new equipment, fixtures, software or new Marks. (Section 10.2)
Relocation Assistance	\$1,500	Time of assistance	If you need our assistance to relocate, you must reimburse our costs to assist you. (Section 5.9)
Customer Service ⁶	All costs incurred in assisting your customers, approximately \$3,500 - \$7,000	Upon demand	You must reimburse us if we determine it is necessary for us to provide service directly to your customers (Section 13.9).
Substitute or New Manager Training/ Additional Training	Currently, \$600 per day, plus your expenses in attending	Time of training	Our initial training program is covered by your franchise fee. If you have to repeat initial training, we may charge you. (Sections 8.1, 8.3 and 8.4) Further information about training programs is included in ITEM 11.
Ongoing Training ⁷	\$600 - \$1,500	Time of program	You must pay your expenses as well as your employees' expenses in attending. No tuition or training fees are assessed; attendance will not be required more than 3 times per year and will not exceed 6 days in any year. (Section 8.5)
Additional Operations Assistance	Currently, \$600 per day plus our expenses	Time of assistance	We provide assistance around the beginning of operations. You pay for additional assistance if you request it.

Type of Fee	Amount	Due Date	Remarks
			(Section 8.2)
Cost of Enforcement	All costs including reasonable attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations if we prevail. (Section 22.4)
Temporary Management Assistance	Currently, \$600 per day, plus our expenses	Each month that it applies	If you breach the Franchise Agreement or following the death or incapacity of an owner of the franchise, we may temporarily manage your franchised swim school. (Sections 16.5 and 18.6)
Employee Raiding	2 times the annual compensation of our employee or former employee whom you employ.	Upon demand	You shall not employ or seek to employ any person, or induce any person to leave his or her employment, who is or has been within 1 year employed by us.
Indemnification	All costs including reasonable attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the franchised swim school. We also provide indemnification to you for any lawsuits or claims arising from your authorized use of the Marks. (Sections 6.4 and 21.3)

We may require that all fees payable to us be paid through an electronic depository transfer account.

All of the fees noted above are uniform. No other fees or payments are to be paid to us or our Affiliate, nor do we impose or collect any other fees or payments for any other third party. All fees are non-refundable.

NOTES

¹ "Gross sales" means all revenue from the franchised swim school. Gross sales do not include sales tax or use tax. (Section 1)

² We assume costs vary depending on factors, including prevailing auditor's rates in your area, the business activity being audited and how well you keep your books and records. You pay our actual costs only. You should be able to investigate these costs by contacting auditors in your area.

³ Late fees begin from the date payment was due, but not received, or date of underpayment.

⁴ Costs vary depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of product under review, whether the product or supplier has been rated and other similar factors. You pay our actual costs only.

⁵The transfer fee for a transfer under the terms of a franchise agreement is 50% of the then-current initial franchise fee. The transfer fee for a transfer under the terms of an area development agreement is \$10,000.

⁶Costs vary depending on factors, including nature of the complaint, expertise needed and the time involved. You pay our actual costs only.

⁷ You must attend our ongoing training programs. You must pay your costs to attend. We do not charge you an attendance fee. Costs vary depending on the number of people attending, how far you travel and the type of accommodations you choose. You should be able to investigate these costs through travel agencies. For further reference, review the estimated costs to attend our initial training program included in ITEM 7.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount of Franchise Agreement	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$40,000 - 50,000	Cashier's Check	At Signing of Franchise Agreement	Us
Real Estate/Rent ³	0 – 43,000	As Arranged	Before and During Initial Period of Operations	Lessor
Architectural Fees	34,500 – 50,000	As Arranged	Before Beginning Operations	Architect
Leasehold Improvements ⁴	1,065,000 – 1,666,000	As Arranged	Before Beginning Operations	Contractor, Suppliers
Insurance ⁵	4,283 - 5,700	As Arranged	Before Beginning Operations	Insurance Company
Training ⁶	17,250 - 37,000	As Arranged	During Training	Airlines, Hotels & Restaurants
Furniture, Fixtures, Equipment, Computers, and Decor ⁷	100,000 - 110,000	As Arranged	Before Beginning Operations	Approved Suppliers, Suppliers
Grand Opening Marketing ⁸	15,000 - 30,000	As Arranged	Before Beginning Operations and First 3 Months of Operation	Advertising Suppliers
Licenses, Permits, & Deposits ⁹	4,500 - 17,500	As Arranged	Before Beginning Operations	Licensing Authorities and Utilities
Legal & Accounting ¹⁰	8,500 - 35,000	As Arranged	Before Beginning Operations	Attorney, Accountant
Project Manager ¹¹	0 - 25,000	As Arranged	As Necessary	Contractor
Additional Funds ¹² (3 months)	75,000 - 175,000	As Arranged	As Necessary	Employees, Utilities, Lessor & Suppliers
TOTAL ¹³	\$1,364,033 – 2,244,200			

Type of Expenditure	Amount of Area Development Agreement	Method of Payment	When Due	To Whom Payment Is To Be Made
Development Fee ²	20,000	Cashier's Check	At Signing of Area Development Agreement	Us
Initial Investment for First Franchised outlet	\$1,364,033 – 2,244,200	As Provided Above	As Provided Above	As Provided Above
TOTAL	\$1,384,033 – 2,264,200			

NOTES

¹ Franchise Fee. The franchise fee and its refund policy are described in greater detail in ITEM 5. We do not finance any fee.

² Development Fee. You must pay an Initial Franchise Fee for the Area Development Agreement based upon the number of Swim Schools that you develop in the Development Territory (the "Development Fee"). The Development Fee is equal to the Initial Franchise Fee for the first Swim School (\$50,000) plus the one-half of the Initial Franchise Fee (a reduced fee of \$40,000) for each additional Swim School developed under the Area Development Agreement. Upon signing the Area Development Agreement, you pay a lump sum Development Fee based upon this formula, which is nonrefundable, and you must sign the Franchise Agreement for your first Swim School.

³ Real Estate/Rent. You must lease or otherwise provide a suitable facility for the operation of the franchised swim school. Typically, the facility will range in size from 6,000 to 9,000 square feet. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. The low estimate is based on an assumption that you will own your property and, therefore, have no security deposit or rent obligations in the initial period. The high estimate is based upon an assumption that you will lease your property and includes 3 month's rent and a security deposit. Some landlords may refund the security deposit if you cancel the lease before you occupy the premises. The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility. These estimates do not include property acquisition or real estate costs. If you choose to purchase the building you will not have a lease deposit or rent.

⁴ Leasehold Improvements. To adapt a newly acquired facility for operation of the franchised swim school, it must be renovated. The cost of the leasehold improvements will vary depending on factors, including the size, condition and location of the facility, local wage rates and the cost of materials. The amounts you pay for leasehold improvements are typically non-refundable. You should inquire about the refund policy of the contractor at or before the time of hiring.

⁵ Insurance. You must purchase the types of insurance and coverage amounts as we determine from time to time as provided in our Operations Manual. Factors that may affect your cost of insurance include the size and location of the franchised swim school, value of the leasehold improvements, equipment, inventory, number of employees and other factors. The amounts estimated are for the first 3 months of operation. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

⁶ Training. The cost of initial training is included in the franchise fee, but you are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically non-refundable. Before making airline ticket, hotel, rental car or other reservations, you should inquire about the refund policy in the event you need to cancel any reservation. This cost also includes the cost of a General Manager, reception staff and swim teachers prior to opening the facility.

⁷ Furniture, Fixtures, Equipment, Computers, & Decor. You must purchase and/or lease and install furniture, fixtures and equipment and décor necessary to operate your franchised swim school. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers and other related factors. Equipment installation charges are also included in this range. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. Factors determining whether furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing or leasing. You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the supplier at or before the time of purchase. This range includes the cost of all signage used in the franchised swim school. The signage requirements and costs will vary based upon the size and location of the franchised swim school, local zoning requirements, landlord requirements and local wage rates for installation. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase. You must purchase an initial inventory of swim lesson equipment, merchandise, vending items and birthday party supplies for use in the operation of the franchised swim school. Some of these inventory items may include goggles, barbells, swim suits and diapers, food and beverage items, balloons, and birthday party centerpieces. Costs vary based upon the size and location of the franchised swim school, suppliers and other related factors. We do not know if the amounts you pay for inventory items may be refundable. Factors determining whether inventory items are refundable typically include the condition of the items at time of return, level of use, and length of time of possession and other factors. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing. You must purchase computer equipment and software described in more detail in ITEM 11. Amounts you pay for the computer equipment and software are non-refundable, or if refundable, you may be subject to a “re-stocking” fee. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

⁸ Grand Opening Marketing. You must spend a minimum amount of \$15,000 on a grand opening, which amount includes without limitation, all marketing, advertising, promotion and the grand opening party prior to the opening of your Franchised Swim School and during the first 3 months of operation. We determine the minimum based on our assessment of your advertising costs in your swim school. You may choose to spend more. See ITEM 11. Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the franchised swim school, time of year and customer demographics in the surrounding area. The amounts you spend for grand opening advertising are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

⁹ Licenses, Permits, & Deposits. State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment. If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas

and water. The amount of the deposit and whether the deposit is refundable will vary depending on the local utilities. You should contact your local utilities for more information.

¹⁰ Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your franchised swim school. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

¹¹ Project Manager. You have the option to employ our designated supplier project manager to supervise and coordinate the construction of your Franchised Swim School. This expense is non-refundable.

¹² Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including rent, utilities and employees' salaries for the first 3 months that the franchised swim school is open. We cannot guarantee that our recommendation will be sufficient. This amount includes loan costs generally incurred by our franchisees who finance part of this initial investment. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically non-refundable.

¹³ Total. In compiling this chart, we relied on our and our Affiliate's industry knowledge and experience as well as our experience in assisting franchisees open their Franchised Swim Schools. These estimates are based upon our existing experience in our existing markets. If you propose to open in a market other than a market in which we have opened a company-owned, affiliate-owned, or franchised outlet, you may experience significantly different initial investment expenses. The amounts shown are estimates only and may vary for many reasons, including the size and condition of your facility, the capabilities of your management team, where you locate your franchised swim school and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the franchised swim school.

We do not offer direct or indirect financing to you for any items.

ITEM 8. RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

Standards and Specifications

You must purchase all of your supplies ("Approved Supplies") including without limitation your furniture, fixtures, equipment, including computer equipment, inventory, and signage under specifications in the Goldfish Swim School Confidential Operations Manual ("Confidential Operations Manual") and through suppliers approved by us ("Approved Suppliers"). These specifications include standards and specifications for the appearance, quality, price, performance and functionality. These standards and specifications are based on our Affiliate's experience in operating a swim school of the type we are franchising and through research and testing in our Affiliate's swim school. We may communicate our standards and specifications directly to suppliers who wish to supply you with furniture, fixtures, equipment, inventory and signage under specifications. We communicate our standards and specifications to you when we evaluate your proposed location for the franchised swim school during training, before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location and through the Confidential Operations Manual (including periodic bulletins). We will periodically issue new standards and specifications (if any) through written notices. We have created standards and specifications for the development of your franchised swim school. We have required vendors and suppliers as identified in the Confidential Operations Manual and we reserve the right to designate required additional vendors or suppliers, or revoke the approval of suppliers as we determine in our discretion from time to time in the future, and will provide you notice through the Confidential Operations Manual. At this time, neither we, nor any of our

officers or directors or anyone listed in ITEM 2 has any ownership or other interest in any Approved Supplier. At this time, neither we, nor any of our affiliates are the only approved suppliers of any categories of Approved Supplies.

You must purchase and maintain a computer system with hardware and software programs we designate. Presently, you must purchase hardware and software for your computer system that must meet our requirements from an Approved Supplier. Our Designated Supplier for software is Links Modular Solutions.

We may, but are not obligated to, negotiate arrangements with suppliers for your benefit. For example, we expect to negotiate better prices with suppliers based upon larger volumes, and these price discounts would inure to your benefit. At this time, we do not, however, derive any material benefits based upon your use of any required purchases from Approved Suppliers, nor do we provide any material benefits to you based upon your use of any required purchases from Approved Suppliers. We do not provide material benefits to you (for example, renewal or granting additional franchises) based upon your purchase of particular products or services or use of particular suppliers.

We reserve the right from time to time to establish exclusive arrangements with certain providers or suppliers for the benefit of the entire System. When we establish these exclusive System-wide supplier arrangements, you must participate.

We also may receive rebates from suppliers based upon purchases by our franchisees. At present, we receive no rebates from any supplier based upon purchases by you. In fiscal year 2015, neither we nor our Affiliate received any amount in rebates based upon purchases by our franchisees. We and our affiliates reserve the right to receive such payments in the future. If we negotiate rebates from suppliers based upon purchases you make in the future, we intend at this time to contribute the rebates to the Marketing Fund. We reserve the right to amend, change, or discontinue the rebate distribution policy at any time and we reserve the right to retain all or any portion of the rebates, or do anything else with these rebates that we may determine in our discretion. We intend that any rebates received as a result of purchases by our affiliates will be returned to our affiliates.

Approval Criteria for Non-Approved Goods & Services

If you would like to use any goods or services in establishing and operating the franchised swim school that we have not approved (for goods and services that must meet our standards, specifications or that require supplier approval), you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approved supplier criteria. You must pay for the evaluation of the goods, services or suppliers. We will decide within 30 days after receiving the required information whether you may purchase or lease the goods or services or from the supplier. Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; and dependability and general reputation.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier. Additionally, we may negotiate pricing arrangements, including volume discounts on behalf of our franchisees with our suppliers. Volume discounts may not be available to franchisees located in outlying markets that a particular supplier does not serve in significant volume. Presently, there are no purchasing or distribution cooperatives that you must join.

Percentage of Your Costs Due to our Standards & Specifications

We estimate that approximately 80% to 95% of your expenditures for leases and purchases in establishing your franchised swim school will be for goods and services that must be purchased from us, our Affiliate or an approved supplier or according to our standards and specifications. We estimate that approximately 35% to 45% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us, our Affiliate, an approved supplier or according to our standards and specifications.

We do not provide material benefits to you (including renewal rights or the right to additional franchises) based on whether you purchase through the sources we designate or approve. We have no purchasing or distribution cooperatives serving our franchise System.

ITEM 9. FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other ITEMS of this Disclosure Document.

Obligation		Section in the Franchise Agreement or Area Development Agreement	Disclosure Document ITEM
a.	Site selection and acquisition/lease	Franchise Agreement Section 5 Area Development Agreement Section 3	ITEMS 11 and 12
b.	Pre-opening purchases/leases	Franchise Agreement Sections 5, 12 and 15 Area Development Agreement Section 3	ITEMS 7 and 8
c.	Site development and other pre-opening requirements	Franchise Agreement Sections 5 and 8 Area Development Agreement Section 3	ITEMS 7, 8 and 11
d.	Initial and ongoing training	Franchise Agreement Section 8 Area Development Agreement Section 5	ITEMS 6, 7 and 11
e.	Opening	Franchise Agreement Sections 5 and 8 Area Development Agreement Section N/A	ITEM 11
f.	Fees	Franchise Agreement Sections 3,5,8,10,11,13,15,18 and 22 Area Development Agreement Section 4	ITEMS 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Franchise Agreement Sections 6, 7, 9, 10, and 13 Area Development Agreement Section 7	ITEMS 8, 14 and 16
h.	Trademarks and proprietary information	Franchise Agreement Sections 6, 7, and 9 Area Development Agreement Section Not Applicable	ITEMS 13 and 14
i.	Restrictions on products/services offered	Franchise Agreement Sections 5, 6 and 13 Area Development Agreement Section Not Applicable	ITEMS 8 and 16
j.	Warranty and customer service requirements	Franchise Agreement Section 13 Area Development Agreement Section Not Applicable	ITEM 16
k.	Territorial development and sales quotas	None Area Development Agreement Sections 2 and 3	ITEM 12
l.	Ongoing product/service purchases	Franchise Agreement Section 13 Area Development Agreement Section 7	ITEMS 8 and 11
m.	Maintenance, appearance and remodeling requirements	Franchise Agreement Sections 5, 10 and 13 Area Development Agreement Section 7	ITEM 6
n.	Insurance	Franchise Agreement Section 15 Area Development Agreement Section 12	ITEMS 6, 7 and 8
o.	Advertising	Franchise Agreement Section 11 Area Development Agreement Section Not Applicable	ITEMS 6,7 and 11

Obligation		Section in the Franchise Agreement or Area Development Agreement	Disclosure Document ITEM
p.	Indemnification	Franchise Agreement Section 21 Area Development Agreement Section 13	ITEM 6
q.	Owner's participation/management/ staffing	Franchise Agreement Section 13 Area Development Agreement Section 5	ITEM 15
r.	Records and reports	Franchise Agreement Section 12 Area Development Agreement Section Not Applicable	ITEM 11
s.	Inspections and audits	Franchise Agreement Sections 6 and 12 Area Development Agreement Section Not Applicable	ITEMS 6, 11 and 13
t.	Transfer	Franchise Agreement Section 18 and Exhibits 1 and 5 Area Development Agreement Section 8	ITEMS 6 and 17
u.	Renewal	Franchise Agreement Section 4 and Exhibits 1 and 5 Area Development Agreement Section Not applicable	ITEM 17
v.	Post-termination obligations	Franchise Agreement Section 17 and Exhibits 2 and 5 Area Development Agreement Section 11	ITEM 17
w.	Non-competition covenants	Franchise Agreement Sections 7 and 17 and Exhibits 2 and 5 Area Development Agreement Section 11	ITEM 17
x.	Dispute resolution	Franchise Agreement Section 23 and Exhibit 5 Area Development Agreement Section 19	ITEM 17
y.	Other	Not Applicable	Not Applicable

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee your lease or other obligations.

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

A. Before you open your franchised swim school, we will:

1. provide you with our criteria for site selection and evaluate sites you propose for the location of the franchised swim school, which include, without limitation, general population and income levels, population size of children under the age of 9, proximity to competitors, and the like. Our review process is approximately 30 days. (Sections 2.3 and 5.1)

2. designate your designated area (area of primary responsibility). (Section 2.5; See also ITEM 12)

3. review and approve your lease or purchase agreement for the approved site for the franchised swim school. (Section 5.3)

4. provide you with specifications for remodeling and equipping the approved location along with a list of required supplies, equipment and improvements that you must purchase and install. (Section 5.4)

5. provide the initial training program for the ownership team, general manager, and assistant general manager. At least two operational managers must be present for the complete training period,

successfully complete the training to our satisfaction. This training will include a shallow water attendant certificate, which certifies you in CPR (cardiopulmonary resuscitation), First Aid, AED (automated external defibrillator), and also provides a lifeguarding certification for shallow water pools. Other certifications like CPO (certified pool operations) will be required, but not provided during this training period. This training is described in detail later in this ITEM. (Section 8.1)

6. provide to you on-site assistance and guidance for no more than 5 days for your first swim school and 3 days for your second swim school, to assist you with any questions you may have in opening and operating the franchised swim school. The specific number of days will be determined by us in our discretion, provided, however, that we will provide you with no on-site opening assistance for your third swim school or thereafter. (Section 8.2)

7. provide you with an Approved Supplies List and an Approved Suppliers List to provide you the goods and services necessary to operate the franchised swim school. (Section 13.1)

8. provide to you, on loan, one copy of the Goldfish Swim School Confidential Operations Manual or provide you with access to an electronic copy of the Confidential Operations Manual. The approximate total number of pages in the Confidential Operations Manual as of the date of this Disclosure Document is 109. The Table of Contents of the Confidential Operations Manual, along with number of pages devoted to each section, is included as Exhibit D to this Disclosure Document. (Section 9.1)

B. After the opening of the franchised swim school, we will:

1. periodically advise you and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods. Our guidance is based on our and our Affiliate's knowledge and experience. We offer you advice and guidance on a variety of business matters, including operational methods, accounting procedures, authorized services or products and marketing and sales strategies. (Section 14.1)

2. make periodic visits to the franchised swim school to provide you with consultation, assistance and guidance in various aspects of the operation and management of the franchised swim school. We will prepare a written report identifying areas where you are failing to meet the standards of the System and suggesting changes or improvements in the operations of the franchised swim school and detailing deficiencies that become evident as a result of a visit. You will have 14 days to implement the changes required to meet the standards of the System and your failure to do so may cause you to be found in default of your Franchise Agreement. (Section 14.2)

3. make available to you operations assistance and ongoing training as we think necessary. (Sections 8.2 and 8.5) Ongoing training programs are described later in this ITEM and in ITEM 6. (See also ITEM 9.d.)

4. approve forms of advertising materials you will use for local advertising, grand opening advertising and cooperative advertising. (Section 11.2) Our advertising programs are described later in this ITEM. (See also ITEM 9.o.)

5. provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. (Section 9.2) The Confidential Operations Manual is described in ITEM 14. (See also ITEM 9.g.)

C. Advertising and Promotion

1. During the period of time 3 months prior to opening your franchised swim school through the first 3 months of operations, you must spend between \$15,000 and \$30,000 on pre-opening advertising, marketing and promotion. Your pre-opening allocations must include, but is not limited to grand opening advertising, including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We determine the minimum amount by assessing advertising costs in your area and taking into account the time of year that you are opening. We will provide you with guidance for conducting grand opening advertising, and we will help plan, review and approve the marketing venues you use in your grand opening advertising. (Section 11.1; See also ITEM 9.f. and 9.o.)

2. Each quarter, you must spend 2% of your gross sales on advertising, promotions and public relations in the local area surrounding the franchised swim school. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines and we will review and approve your advertisements. (Section 11.2; See also ITEM 9.o.)

3. To assist in our system-wide marketing, we have developed a System-wide marketing fund, and you must contribute to the fund. Presently, we collect 2% of Gross Sales as your Marketing Fund Contribution each month, based upon the previous month's Gross Sales. We collect the Marketing Fund Contribution in the same manner as Royalty. We reserve the right to collect up to 3% of Gross Sales as your Marketing Fund Contribution. (Section 11.3; See also ITEM 9.o.) We will administer the marketing fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the marketing fund.

(b) We may use your contributions to meet or reimburse us for any cost of producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; hosting an Internet web page of similar activities; employing advertising agencies to assist therein; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees). We will maintain your contributions in a separate account from our funds and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the marketing fund. We will not use marketing fund contributions for the direct solicitation of franchise sales.

(c) We expect to use all contributions in the fiscal year they are made. We will use any interest or other earnings of the marketing fund before we use current contributions. We intend for the marketing fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the marketing fund until all contributions and earnings have been used for advertising and promotional purposes or we have returned your pro rata share.

(d) All Goldfish Swim Schools owned by us or an affiliate will make similar contributions to the marketing fund as required of franchisees.

(e) We will have an accounting of the marketing fund prepared each year and we will provide you with a copy if you request it. We may require that the annual accounting be reviewed or audited and reported on by an independent certified public accountant at the marketing fund's expense.

(f) The marketing fund is not a trust and we assume no fiduciary duty in administering the marketing fund.

(g) During our fiscal year 2015, we collected \$635,548.03 in revenue for the Marketing Fund. In our fiscal year 2015, we spent \$561,420.12 from our Marketing Fund in the following category of expenses:

Print Media and Production:	7.0%
Public Relations	1.0%
Social Media:	2.0%
Website Development:	1.0%
Digital Media	49.0%
Other:	40.0%

“Other” consists of photography and video production, email hosting, marketing travel, training, development and equipment, and labor costs associated with running the Marketing Fund. Any Marketing Fund revenue not spent in this fiscal year will be either used to eliminate a previous year's Marketing Fund deficiency, or carried over to the next fiscal year and spent on behalf of the System. In the future, if the Marketing Fund spends more in any fiscal year that it receives, we intend to recover such expenditures in the following fiscal year. We do not use any portion of the Marketing Fund for the solicitation of new franchisees.

4. At this time, there are no Advertising Cooperatives. Although we are not obligated to do so, we may create a cooperative advertising program for the benefit of all Goldfish Swim School franchises located in a particular region so long as at least 50% of the franchisees in the region agree to create the advertising cooperative. Your contributions to the advertising cooperative will satisfy your local advertising obligations, provided that your contributions to the advertising cooperative meet or exceed the local advertising requirements. The level of your cooperative advertising contribution will be determined by the cooperative, of which you will be a voting member, but that amount may exceed your minimum local advertising obligation under the Franchise Agreement, but in no event will it exceed 5% of gross sales. We will determine the geographic territory and market areas for each cooperative advertising program. If formed, you must participate in any cooperative advertising program established in your region. If cooperative advertising is implemented in a particular region, an advertising council of franchisees in that region will be appointed to self-administer the program. We reserve the right to dissolve or merge these program(s) and/or council(s) at any time. Goldfish Swim Schools operated by us or our affiliates in an area covered by an Advertising Cooperative will contribute to the Advertising Cooperative on the same basis as comparable franchisees and have the same voting rights as any comparable franchisee. (Section 11.4; See also ITEM 9.o.)

5. You are restricted from establishing a presence on, or marketing on the Internet or any social media, such as, without limitation, Facebook, Twitter, Four Square, etc., without our consent. We have an Internet website at the uniform resource locator www.goldfishswimschool.com that provides information about the System and about Goldfish Swim School franchises. We will include at the Goldfish Swim School website an interior page containing information about your franchised swim school. All information must be approved by us before it is posted. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You may be requested to

provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, the Goldfish Swim School website. (Section 11.5; See also ITEM 9.o.)

6. We may periodically conduct promotional campaigns on a national or regional or system-wide or partially system-wide basis to promote products, services, or marketing themes. You must participate in all promotional campaigns we establish for the region in which your Franchised Swim School is located.

7. There is no franchisee advertising council.

D. Computer/Point-of-Sale System

You must purchase and use any hardware and software programs we designate. (Section 12.5) Presently, you must purchase hardware and software for your computer system that must meet our requirements, including, without limitation: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use in your franchised swim school; (b) cash register systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode (such as the form of telecommunications connection) and speed. The computer system will include multiple access points in the franchised swim school, multiple printer stations, a network configuration to allow all of the computers to access and input data directly to a centralized network, point of sale software and hardware to register customers, schedule customer swim lessons, schedule employees, software to complete payroll functions, accounting, adobe, remote access, on-hold messaging, and other software and hardware that we designate from time to time. Technology is advancing so quickly that the specifications are being revised continuously. You must be able to access information that is available on the Internet, and be able to send and receive email. We may periodically require you to upgrade and update the hardware and software used in connection with the computer system. There are no contractual limitations on the frequency and cost of these upgrades and updates. We reserve the right to approve your email address or require you to use only an email address that we provide for your franchised swim school business emails. We update our computer system requirements in our Operations Manual.

Presently, we require that you use Links Modular Solutions as the software provider. This software assists in all point of sale transactions, membership billing, and appointment scheduling. We rely on suppliers to provide support for the hardware and software. The approximate cost of the hardware and software ranges from \$13,000 to \$18,000. This cost is included in the category of "Furniture, Fixtures, Equipment, Computers, and Decor" in Your Estimated Initial Investment chart in ITEM 7. You may be responsible for annual support or license fees for required software as we implement from time to time in our Operations Manual. We are otherwise unaware of any annual maintenance or updating expenses for the required hardware and software or the costs for such annual support or license fees.

You do not have to enter into any ongoing maintenance or support agreements for the maintenance of a computer or point-of-sale system, but you may find it advantageous to do so. You may periodically be required to update or upgrade computer hardware and software, if we believe it is necessary. We may introduce new requirements for computer and point-of-sale systems or modify our specifications and requirements. There are no limits on our rights to do so, except as disclosed in ITEM 16. We have the right to independently access all information you collect or compile at any time without first notifying you. (Sections 10.2, 12.5 and 12.6.)

We will have independent access to your computer system and data. You must afford us unimpeded access to your computer system in the manner, form, and at the times we may request. We will have the

right at any time to retrieve and use this data and information from your computer system in any manner we deem necessary or desirable.

E. Methods Used to Select the Location of the Franchised Swim School

If you have a potential site for the franchised swim school, you may propose the location for our consideration. We may consent to the site after we have evaluated it. If you do not have a proposed site, we will designate a geographic area in which you must locate the franchised swim school and we will furnish you with our general site selection criteria. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us. (Sections 2.3 and 5.1)

The general site selection and evaluation criteria or factors that we consider in approving your site includes the condition of the premises, demographics of the surrounding area including population size of children under the age of 9, proximity to other Goldfish Swim Schools, proximity to competitive businesses, lease requirements, traffic patterns, visibility, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability. We will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time (usually 15 days) after receiving all requested information. If we cannot agree with you on a suitable site for the franchised swim school within 240 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement. (Sections 5.1 and 5.2).

F. Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is 300 days. Factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures, satisfactory completion of our training programs and your Designated Manager's successful completion of his/her CPR, first aid and lifeguard certifications. You must execute a lease or a binding purchase agreement for a site location within 240 days after signing the Area Development Agreement and/or Franchise Agreement, begin construction of your approved location within 330 days after signing the Area Development Agreement and/or Franchise Agreement, and open your franchised swim school and be operational within 450 days after signing the Franchise Agreement. (Sections 5.3, 5.4, 5.5, and 5.6) If you execute an Area Development Agreement, you are required to open additional franchised swim schools pursuant to the Development Schedule.

G. Training

We provide you an initial training program that covers material aspects of the operation of the Franchised Swim School and is provided to protect Franchisor's brand and the Trademarks and not to control the day-to-day operations of the Franchised Swim School business. The topics covered are listed in the chart below. This training is offered on an as needed basis at our headquarters in Birmingham, Michigan, or another location we designate. You must designate a general manager ("Designated Manager") and an assistant general manager for the franchised swim school and each must complete to our satisfaction the initial training program of approximately 24 days to our satisfaction at least 60 days before the opening of the franchised swim school. We expect that your attendees will advance through the training program at different rates depending on a variety of factors, including background and experience. The time frames provided in the chart are an estimate of the time it will take to complete training. We do not charge for initial training. You must pay for all travel costs and living expenses for yourself and any of your attendees. These costs are estimated in ITEM 7. If you replace your Designated Manager, your new Designated Manager must attend our training program in order to properly implement our brand standards. You may be charged fees for additional training. Our current fees for additional training are described in ITEM 6. You are responsible for training your own employees and other management personnel. This initial training is in

addition to the on-site opening assistance we provide to you. Your franchised swim school must at all times be under the day-to-day supervision of a Designated Manager who has satisfactorily completed our training program. After a replacement of the Designated Manager, he or she has 60 days to complete initial training. (Section 8)

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Week 1			
Corporate Office (Monday-Saturday)			
Welcome/Opening Power Point Meet and Greet with Chris University Training (Deck Teacher/Deck Supervisor) Observe In-store	9	-	Our franchise office in Birmingham, Michigan
Deck Supervisor Shadowing		6.5	Our main flagship store in Birmingham, Michigan
Deck Supervisor Shadowing Pump Room Training		6.5	Our main flagship store in Birmingham, Michigan
Marketing	8	-	Our franchise office in Birmingham, Michigan
Marketing	8	-	Our franchise office in Birmingham, Michigan
Deck Supervisor Shadowing		6.5	Our main flagship store in Birmingham, Michigan
Week 2			
Birmingham School (Monday-Saturday)			
University Training (Teacher, Golden Teacher, Swim Team Coach)	8	-	Our franchise office in Birmingham, Michigan
Shadow Golden Teacher In-water University Training In-water shadowing with a Golden Teacher	-	6.5	Our main flagship store in Birmingham, Michigan
In-water Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
In-water Shadowing		6.5	Our main flagship store in Birmingham, Michigan
In-water Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
In-water Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
Week 3			
Birmingham School (Monday - Saturday)			
University Training (Front Desk, Links Modular Solutions) Links Modular Solutions Software Overview	8		Our franchise office in Birmingham, Michigan
Front Desk Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
Front Desk Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
Front Desk Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
Front Desk Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
Front Desk Shadowing Goldfish Party Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
Week 4			
Corporate Office (Monday - Friday)			
University Training (Management)	8		Our franchise office in Birmingham, Michigan
Management Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
Wrap-up Day	-	6.5	Our main flagship store in Birmingham, Michigan

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Life Guard Training	8	-	Our franchise office in Birmingham, Michigan
Life Guard Training	8	-	Our franchise office in Birmingham, Michigan
In-store Shadowing	-	6.5	Our main flagship store in Birmingham, Michigan
Wild Card Day (Optional Shadowing)		6.5	Our main flagship store in Birmingham, Michigan

Nicole Gyenese is principally responsible for facilitating our training program. Additional employees or contractors of ours who have experience in some facet of the operation of our business may assist Ms. Gyenese in the implementation of our training program. Further, Ms. Gyenese will be assisted by other employees and contractors of ours. Those employees and contractors of ours who participate in the training program will have, on average, 2 years of experience in the subject matter being taught and 1 year experience with our System.

If circumstances require, a substitute trainer may provide training to you. We may periodically name additional trainers if the training schedule requires it. There are no limits on our right to assign a substitute trainer to provide training.

The initial training will include an electronic copy of our Confidential Operations Manual, which we will update and notify you of any updates or changes, access to our 12 training modules, curriculum documentation, sample employee handbook, a sample of our emergency action plan, access to a library of training videos on our required software platform Links Modular Solutions, pump room, and swim techniques. We will also provide a library of documentation that is operationally used in your stores daily. The training will occur both at our headquarters in Birmingham, Michigan and our affiliated-owner swim school.

In addition to the required training described above, your staff must obtain CPR (cardiopulmonary resuscitation), First Aid, and AED (automated external defibrillator). Pool deck staff must obtain the shallow water lifeguarding certification. All managers will be required to also have a CPO (certified pool operations) certificate. (Section 5.6.1.5)

Periodically, you, your managers or employees must attend refresher-training programs to be conducted at our headquarters or another location we designate. Attendance at these programs will be at your expense. You do not have to attend more than 4 of these programs in any calendar year and these programs will not exceed 8 days during any calendar year. (Section 8.5)

ITEM 12. TERRITORY

If you sign an Area Development Agreement, the Area Development Agreement gives you the right to establish an agreed-upon number of franchised swim schools in a specified geographic area, subject to certain excluded areas described below (“Territory”). We describe your Territory by boundary streets, highways or other recognizable demarcations and delineate it on a map or written description as attached as part of the Area Development Agreement. If you are not in default under the Area Development Agreement, we will not establish or franchise anyone else to establish a swim school in your Territory during the term of the Area Development Agreement. We can terminate or modify your rights in the Territory if you do not comply with the Area Development Agreement or any other agreement you have with us. If we terminate or modify your territorial rights under the Area Development Agreement or your Area Development Agreement expires or terminates, you shall continue to have any approved territory rights you have under any individual Franchise Agreement that you signed

for a particular Franchised Swim School. You receive no minimum territory. Your Territory is not dependent upon achievement of a certain sales volume, market penetration, or any other contingency. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control.

The Franchise Agreement licenses you to operate one Franchised Swim School at a specific site within the designated area. Territorial rights are granted under the Franchise Agreement include a “designated area,” which is described below. The designated area that you receive will be described and depicted in a map attached to or included in the Franchise Agreement. You will operate one swim school in your designated area and must receive our permission before relocating. We determine the boundaries of the area based on a variety of factors, including general population, population size of children under the age of 9 years, proximity to competitors, proximity to other franchisees and natural, physical or political boundaries. As long as you are not in default under the Franchise Agreement, we will not establish other franchised or company-owned swim schools using the System with a physical location in your designated area. You receive no minimum territory. Your designated area is not dependent upon achievement of a certain sales volume, market penetration, or any other contingency. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control for products we sell. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control.

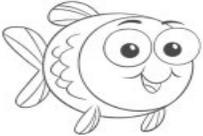
You are not restricted from selling goods and services using the System to customers residing outside your designated area. There are no restrictions on your ability to advertise outside your territory, including engaging in mail order solicitations, direct mail programs, telemarketing, internet or television solicitation programs or use any other advertising media.

We reserve all rights not expressly granted in the Franchise Agreement or Area Development Agreement. For example, we or our affiliates may own, operate or authorize others to own or operate a Goldfish Swim School® outside your designated area and may operate other kinds of businesses under other marks within your designated area. We and our affiliates may conduct or authorize others to conduct any form of business at any location selling any type of product or service not offered under the Trademarks. We reserve the right to establish other channels of distribution for the sale of services and products including, without limitation, Internet sales or other direct marketing sales. These activities may compete with your franchised swim school. We will not compensate you for any sales made in your area through an alternate channel of distribution. Unless you are advertising cooperatively with another franchisee, you may not advertise in any media primarily circulated within another franchisee’s area of primary responsibility. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control.

You will operate the franchise from one location that we approve. You must receive our written permission before relocating. In order to analyze the proposed location for the relocated franchised swim school, we will use the same criteria as we use to evaluate an initial location. If you can no longer use the location due to circumstances beyond your control or fault, including destruction of the premises, you may be allowed to relocate. If you attempt to sell your franchised swim school or transfer your interest from the franchised swim school to a third party, we may exercise our right of first refusal. You do not have any options, rights of first refusal, or similar rights, and do not receive the right to acquire additional franchises or development territories under either the Franchise Agreement or the Area Development Agreement. You must meet our qualifications for new franchisees to qualify for an additional franchise location. There are no minimum sales quotas. As described in detail in ITEM 11.C.4, if we request, you must combine advertising with other franchises that are located in the market targeted by the advertising.

ITEM 13. TRADEMARKS

You receive the right to operate your swim school under the name, Goldfish Swim School®, which is the primary Mark used to identify our System. You may also use any other current or future Marks to operate your franchised swim school that we designate, including the logo on the front of this Disclosure Document and the service mark listed below. By “Mark,” we mean any trade name, trademark, service mark or logo used to identify your business. We have the following registered Mark on the U.S. Patent and Trademark Office (“USPTO”) Principal Register:

Mark	Serial Number	Registration Number	Application Date	Registration Date
 (design plus words, letters, and/or numbers)		3318156		October 23, 2007
GOLDFISH SWIM SCHOOL® (standard character mark)		3605933		April 14, 2009
WHERE THE EXPERIENCE IS GOLDEN! ® (standard character mark)		4613628		September 30, 2014
GOLDFISH® (standard character mark)		4613647		September 30, 2014
 ® (design only)		4613656		September 30, 2014
 ® (design plus words, letters, and/or numbers)		4613661		September 30, 2014
 ® (design plus words, letters, and/or numbers)		4613662		September 30, 2014

Currently, we know of no effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of the State of Michigan or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks. We have filed all required affidavits.

Other than the above, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

We know of no infringing or prior superior uses that could materially affect the use of the Marks in the State of Michigan or any other state in which the franchised swim school is to be located.

You do not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your franchised swim school. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the franchised swim school. You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, signs, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your franchised swim school for the new or modified Marks. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words “Goldfish Swim School” or any variation of “Goldfish Swim School” without our prior written consent.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own copyrights in the Confidential Operations Manual, our swim lesson curriculum, our employee training manuals, our website, our marketing materials and other copyrightable items that are part of the System.

You may use these items only as we specify while operating the franchised swim school and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a Goldfish Swim School. We will provide our trade secrets and other confidential information to you during training, in the Confidential Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your franchised swim school. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the franchised swim school. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques or materials concerning the franchised swim school and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in ITEM 17.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The franchised swim school must always be under the direct, full-time, day-to-day supervision of a designated manager who is certified and approved by us on an annual basis. If you are an individual, we may require you to be the designated manager of the franchise. If we require you to be the designated manager, you must request our consent to select another individual to replace you as the designated manager. If you are a corporation or other business entity, you will select a designated manager for the franchise that we approve on an annual basis. The designated manager must attend and satisfactorily complete our initial training program before opening the franchised swim school. You must keep us informed at all times of the identity of your designated manager. If you must replace the designated manager, your replacement must attend and satisfactorily complete our initial training program.

As described in ITEM 14, certain individuals associated with your franchised swim school, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

The Franchisee's obligations under the Franchise Agreement shall be personally guaranteed by individuals who meet our financial requirements, and may include your spouse, if necessary to meet our financial requirements. If you are a corporation or other business entity, anyone who owns any equity in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Unlimited Guaranty and Assumption of Obligations attached to the Franchise Agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we disapprove. We may take action, including terminating your franchise if you purchase or sell unapproved products or make purchases from unapproved suppliers. We may periodically change required or authorized services or products. There are no limits on our right to do so.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences.

We do not place restrictions on you with respect to who may be a customer of your franchised swim school.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreement attached to this Disclosure Document. You should refer to your state’s specific addenda attached to this Disclosure Document for exceptions to this ITEM 17.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Section 4.1	The initial term is 20 years.
b. Renewal or extension of the term	Section 4.2	You may renew for 2 successive terms of 10 years each. If you fail to meet any one of the conditions in (c) below, we may refuse to renew or extend the terms of your Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 4.2	You may renew the Franchise Agreement if you: have fully complied with the provisions of the Franchise Agreement; have the right to maintain possession of the approved location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement with us; have given timely written notice of your intent to renew; sign a current Franchise Agreement, the terms of which may differ materially; comply with current training and certification requirements; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement.
d. Termination by franchisee	Section 16.1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice.
e. Termination by franchisor without cause	None	
f. Termination by franchisor with cause	Section 16.2	We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
g. “Cause” defined-curable defaults	Section 16.2	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default, except for the defaults below that require cure in a shorter time and non-curable defaults in (h.) below. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If a default arises from your failure to furnish evidence that all employed swim instructors and the Designated Manager have obtained and/or maintained active CPR, life guard and first aid certifications or completed the training program to our satisfaction, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of your default. If a default arises from your failure to investigate any allegations of misconduct or abuse made by a child and/or child’s parent(s) in a competent and prompt manner, you may cure the default within 10 days of receiving our notice of your default. If a default arises from your failure to replace the Designated Manager, you may cure the default within 30 days of receiving our notice of your default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.

Provision	Section in Franchise or Other Agreement	Summary
h. "Cause" defined- non-curable defaults	Section 16.2	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely select an approved site for or establish, equip and begin operations of the franchised swim school; fail to have your designated manager satisfactorily complete training; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the franchised swim school; after notice to cure, fail to refrain from activities, behavior or conduct likely to adversely affect the reputation of either party or the franchised swim school; use the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners (and members of their immediate families and households), officers, directors, managers, executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the franchised swim school for 5 or more consecutive days; surrender or transfer control of the franchised swim school in an unauthorized manner; fail to maintain the franchised swim school under the supervision of a designated manager following your death or disability; submit reports on 3 or more separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on 3 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; continue to violate any health, safety or other laws or operate the franchised swim school in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; fail to comply with applicable law after notice; repeatedly breach the franchise agreement or comply with specifications; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement.
i. Franchisee's obligations on termination/non-renewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, you must: stop operating the franchised swim school; stop using any trade secrets, confidential information, the System and the Marks; if requested, assign your interest in the franchise location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement; return the Confidential Operations Manual, trade secrets and all other confidential information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee-definition	Section 18.2	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement, the franchise location or the franchised swim school's assets.
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a

Provision	Section in Franchise or Other Agreement	Summary
		transfer fee of 50% of the then-current initial franchise fee; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; the transferee has agreed that its designated manager will complete the initial training program before assuming management of the franchised swim school; and the transferee has agreed that its swim instructors and the Designated Manager will have obtained CPR, life guard and first aid certifications.
n. Franchisor's right of first refusal to acquire franchisee's franchised swim school	Section 19	We may match an offer for your franchised swim school or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's franchised swim school	Section 17.4	Except as described in (n) above, we do not have the right to purchase your franchised swim school; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the franchised swim school for fair market value.
p. Death or disability of franchisee	Section 18.6	After the death or incapacity of an owner of the franchise, his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 7.3	You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from: attempting to divert any business or customer of the franchised swim school to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from: owning or working for a competitive business operating within 25 miles of the franchise location or within the area of primary responsibility (whichever is greater), or within 25 miles of any other Goldfish Swim School; or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 9.2, 22.7 and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 23.7	Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in Oakland County, Michigan.
v. Choice of forum	Section 23.2	Subject to state law, any litigation must be pursued in courts located in Oakland County, Michigan.

Provision	Section in Franchise or Other Agreement	Summary
w. Choice of law	Section 23.1	Subject to state law, Michigan law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States, except that the Michigan Franchise Investment Law does not apply to you unless you are a resident of the state of Michigan or your designated area is within the state of Michigan.

Provision	Section in Area Development Agreement	Summary
a. Length of franchise term	Section 3	As agreed based upon the Development Schedule.
b. Renewal or extension of the term	Not Applicable	You cannot renew or extend the term of the Area Development Agreement.
c. Requirements for franchisee to renew or extend	Not Applicable	
d. Termination by franchisee	Not Applicable	You do not have a right to terminate the Area Development Agreement.
e. Termination by franchisor without cause	Not Applicable	We may only terminate for cause.
f. Termination by franchisor with cause	Section 10	We may terminate the Area Development Agreement only if you default. If we terminate the Area Development Agreement, your interest in the Area Development Agreement will terminate, but you will retain the rights you may have under any Franchise Agreement you signed and you will be bound to the terms of the Franchise Agreement for the applicable franchised swim school
g. "Cause" defined- curable defaults	Section 10	You will have 15 days to cure any of these defaults: (i) failure to make any Payment timely; (ii) failure to meet and/or maintain the Standards; (iii) an Event of Default shall arise under any Franchise Agreement under which Franchisee has an opportunity to cure, in which case, the cure period under this Agreement shall be extended to coincide with the cure period of the Franchise Agreement.
h. "Cause" defined- non-curable defaults	Section 10	You will not have an opportunity to cure any of these defaults: (i) failure to comply with the Development Schedule; (ii) the breach or falsity of any representation or warranty; (iii) failure to deliver executed covenants; (iv) failure to comply with or perform its covenants, obligations and agreements; (v) any Transfer that is not approved by us; (vi) Developer is adjudicated bankrupt, makes an assignment for the benefit of creditors, or seeks protection from creditors by petition in bankruptcy which is not dismissed within 30 days; (vii) the appointment of a liquidator or receiver which is not dismissed within 30 days; (viii) breach or failure to perform any other term or condition of the Area Development Agreement; (ix) an Event of Default shall arise under any Franchise Agreement under which Franchisee has no opportunity to cure; (x) Developer or any Principal pleads guilty or no contest to or is convicted of a felony or a crime involving moral turpitude or any other crime or offense that we reasonably believe is likely to adversely affect the Trademarks, the System or the goodwill; or (xi) multiple defaults, regardless of whether cured.

Provision	Section in Area Development Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Section 11	Your rights to develop franchised swim schools terminates; you must cease operating your development business; you must take actions necessary, if needed, to cancel assumed names; you must, if necessary, notify telecommunications carriers that your telephone numbers belong to us; you must pay us a fee of \$25,000 for each undeveloped franchised swim school; you must not own or operate a Competing Business within your territory or any territory of any of our developers or within 10 miles of any territory of any of our developers or any franchised swim school operated by one of our franchisees.
j. Assignment of contract by franchisor	Section 8	There are no restrictions on our right to assign our interest in the Area Development Agreement.
k. "Transfer" by franchisee-definition	Sections 1 and 8	Any sale, assignment, pledge or other encumbrance of the Area Development Agreement, any or all of your rights or obligations under the Area Development Agreement, or the disposition of any interest in any equity interest of Developer.
l. Franchisor's approval of transfer by franchisee	Section 8	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 8	No event of Default; Developer and each Principal execute a general release; Developer and each Principal remain liable for the performance of the transferee; Transferee must assume all of your obligations, make all required representations and warranties, execute any and all documents required by us; Transferee and all transferee owners must satisfy our standards for new Developers; Transferee execute the then current form of Area Development Agreement and all other documents we deem necessary, Transferee and Transferee's Representative and Operator satisfy all training obligations; payment of transfer fee of \$10,000.
n. Franchisor's right of first refusal to acquire franchisee's franchised swim school	Section 8	We may match an offer for your franchised swim school or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's franchised swim school	Not Applicable	
p. Death or disability of franchisee	Section 8	After the death or incapacity of an owner of the franchise, his or her representative must transfer, subject to the terms of the Area Development Agreement, the individual's interest in the Developer franchise within 1 year of death or incapacity or we may terminate the Area Development Agreement.
q. Non-competition covenants during the term of the franchise	Section 7	You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from: attempting to divert any business or customer of the franchised swim school to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 11	For 2 years after the termination or expiration of the Area Development Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from: owning or working for a competitive business operating within 25 miles of the franchise location or within the area of primary responsibility (whichever is greater), or within 25 miles of any other Goldfish Swim School; or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 21	The Area Development Agreement can be modified only by written agreement between you and us. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.

Provision	Section in Area Development Agreement	Summary
t. Integration/merger clause	Section 21	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 19	Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in Oakland County, Michigan.
v. Choice of forum	Section 23.2	Subject to state law, any litigation must be pursued in courts located in Oakland County, Michigan.
w. Choice of law	Section 23.1	Subject to state law, Michigan law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States, except that the Michigan Franchise Investment Law does not apply to you unless you are a resident of the state of Michigan or your Territory is within the state of Michigan.

ITEM 18. PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The Item 19 Statement is an unaudited statement of gross sales and certain expenses, as qualified below, for Franchised Swim Schools that have been open for at least 18 months on December 31, 2015.

Bases

The following Financial Performance Representation are unaudited average numbers derived from the actual historical performance for the 2015 calendar year of our franchisees who have been open for at least 18 months as of December 31, 2015. Financial results of our affiliate, Goldfish Swim School, LLC in Birmingham, Michigan, which operates a substantially similar business to the business being franchised, are not included. Since we measured only those Franchised Swim Schools that completed 18 months of operation as of December 31, 2015, 13 of our Franchised Swim Schools of the 25 Franchised Swim Schools met these criteria. In the table below, we display the average performance of the 13 Franchised Swim Schools that met these criteria, and of these, how many Franchised Swim Schools met or exceeded the stated average performance, as well as the median performance for each line item. Each of the 13 Franchised Swim Schools included in the Financial Performance Representation each have unique geographic and market characteristics. However, other than the geographic and market characteristics of the reporting Franchised Swim Schools, there are no material differences in the economic or market conditions

known to, or reasonably ascertainable by us between the business operated by the reporting Franchised Swim Schools and the business being franchised.

Assumptions

This financial performance representation is based upon the unaudited actual performance of 13 of our 25 Franchised Swim Schools who have been open for at least 18 months as of December 31, 2015. The data provided below is the average performance for the Reporting Franchised Swim Schools for calendar year 2015. The market where your Goldfish Swim School® is located, however, may be in a markedly different urban or suburban area. Accordingly, the average results achieved by our reporting Franchised Swim Schools may not be typical for those in your area.

	Average	Percentage of Total Gross Revenue	Number of Outlets Attaining or Surpassing Results	Percentage of Outlets Attaining or Surpassing Results	Median Performance
Gross Revenue					
Swim Lessons	\$1,571,246	92.5%	6	46.2%	\$1,453,227
Other Revenue (1)	\$126,839	7.5%	6	46.2%	\$122,685
TOTAL GROSS REVENUE	\$1,698,085	100.0%	6	46.2%	\$1,558,791
Selected Operating Expenses					
Labor & Related Expenses (2)	\$555,605	32.7%	7	53.8%	\$531,640
Supplies (3)	\$96,425	5.7%	6	46.2%	\$92,049
Merchant Fees	\$35,726	2.1%	6	46.2%	\$31,531
Repairs and Maintenance	\$37,721	2.2%	8	61.5%	\$39,683
Insurance (4)	\$37,353	2.2%	4	30.8%	\$30,959
Utilities (5)	\$49,899	2.9%	6	46.2%	\$49,076
Royalties	\$101,885	6.0%	7	53.8%	\$101,578
System-wide Marketing Fund	\$33,962	2.0%	6	46.2%	\$31,176
Local Advertising & Marketing (6)	\$62,531	3.7%	8	61.5%	\$66,762
Total Operating Expenses	\$1,011,107	59.5%	6	46.2%	\$905,331
Profit Before Other Expenses (7)	\$686,978	40.5%	6	46.2%	\$672,534

- (1) Other Revenue includes birthday parties, vending, retail revenue, and registration revenues.
- (2) Includes all hourly and management labor and payroll taxes and does not include owner's compensation.
- (3) Supplies includes pool supplies, cost of vending and food sales, and other operating supplies.
- (4) Insurance expenses include premiums for all required insurance policies, including liability, workers' compensation, and health insurance.
- (5) Utilities includes water, sewer, natural gas, and electricity.
- (6) Local Marketing Expense includes marketing expenses included in your Local Advertising requirement.
- (7) Profit Before Other Expenses (which "other expenses" would include depreciation, amortization, occupancy costs other than utilities, interest expense, owner compensation and related expenditures, and other miscellaneous costs of doing business).

The business results you achieve may be different from those achieved by the reporting Franchised Swim Schools because of any number of factors, including the commitment, knowledge and experience brought to the business by the principals, as well as the experience accumulated by each Franchised Swim School operator since it first opened for business and the reputation it has developed over time in the specific market served. Other factors

that could cause different results include your location, local market conditions, the physical capacity of your space, the dedication, knowledge, and experience of your principals, management and employees, local and regional differences in demand for a swim school that provides specialized quality swim instruction and superior customer service, lack of name recognition in the community, existing and future competition, the general state of the local, regional or national economy, your previous experience, competition in your area, length of time that the reporting Franchised Swim Schools have been operating compared to your franchised swim school, and the goods and services that your franchised swim school provides as compared to the reporting Franchised Swim Schools, local market conditions and other factors that are unique to each unit that may significantly impact the financial performance of the outlet and other market conditions in general, none of which we can predict, control or accept responsibility for.

Your individual financial results will differ. There is no assurance that you'll earn as much.

Written substantiation for this financial performance representation is available to you upon reasonable request.

Other than the preceding financial performance representation, Goldfish Swim School Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Chris McCuiston, 390 Park Street, Suite 250, Birmingham, Michigan 48009, (800) 856-5120, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2013 TO 2015				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2013	6	11	+5
	2014	11	16	+5
	2015	16	25	+9
Company-Owned	2013	1	1	0
	2014	1	1	0
	2015	1	1	0
Total Outlets	2013	7	12	+5
	2014	12	17	+5
	2015	17	26	+9

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2013 TO 2015		
State	Year	Number of Transfers
Michigan	2013	0
	2014	0
	2015	0
Total*	2013	0
	2014	0
	2015	0

* As of the date of this Disclosure Document, there are no franchisees who have had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure Document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Table No. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2013 TO 2015								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Illinois	2013	0	3	0	0	0	0	3
	2014	3	1	0	0	0	0	4
	2015	4	3	0	0	0	0	7
Indiana	2013	0	1	0	0	0	0	1
	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
Maryland	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
Massachusetts	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
Michigan	2013	5	1	0	0	0	0	6
	2014	6	1	0	0	0	0	7
	2015	7	1	0	0	0	0	8
New Jersey	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
Ohio	2013	1	0	0	0	0	0	1
	2014	1	1	0	0	0	0	2
	2015	2	0	0	0	0	0	2
Pennsylvania	2013	0	0	0	0	0	0	0
	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2

STATUS OF FRANCHISE OUTLETS FOR YEARS 2013 TO 2015								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Virginia	2013	0	0	0	0	0	0	0
	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
Total	2013	6	5	0	0	0	0	11
	2014	11	5	0	0	0	0	16
	2015	16	9	0	0	0	0	25

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2013 TO 2015							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Michigan	2013	1	0	0	0	0	1
	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
Total*	2013	1	0	0	0	0	1
	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2015			
State	Franchise Agreements Signed But Outlet Not Yet Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Georgia	0	1	0
Indiana	0	0	0
Illinois	3	1	0
Maryland	1	1	0
Massachusetts	3	3	0
Michigan	0	0	0
New Jersey	0	1	0
Ohio	3	3	0
Pennsylvania	1	1	0
Texas	1	1	0
Utah	1	1	0
Virginia	0	0	0
Total*	13	12	0

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with Goldfish Swim School Franchising LLC. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. No franchisees have signed confidentiality clauses in the last 3 years. A list of current and former franchisees is attached as Exhibit G. Exhibit G also includes the list of franchisees that have signed franchise agreements but have not yet opened. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no known trademark-specific franchisee associations associated with the franchise system being offered.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit F are the audited financial statements for our fiscal year ending December 31, 2015, and the audited financial statements of our fiscal year ending December 31, 2014, and the audited financial statements for our fiscal year ending December 31, 2013.

Our fiscal year end is December 31.

ITEM 22. CONTRACTS

The Goldfish Swim School Franchising LLC Franchise Agreement (with exhibits) is attached to this Disclosure Document as Exhibit C.

The Goldfish Swim School Franchising LLC General Release is attached to the Franchise Agreement as Exhibit 1.

The Goldfish Swim School Franchising LLC Nondisclosure and Non-Competition Agreement is attached to the Franchise Agreement as Exhibit 2.

The Goldfish Swim School Franchising LLC Unlimited Guaranty and Assumption of Obligations is attached to the Franchise Agreement as Exhibit 3.

The Goldfish Swim School Franchising LLC Conditional Assignment of Lease is attached to the Franchise Agreement as Exhibit 6.

The Goldfish Swim School Franchising LLC Option to Purchase is attached to the Franchise Agreement as Exhibit 7.

The Goldfish Swim School Franchising LLC Telephone Number Assignment is attached to the Franchise Agreement as Exhibit 8.

The Goldfish Swim School Franchising LLC EFT Authorization is attached to the Franchise Agreement as Exhibit 9.

The Goldfish Swim School Franchising, LLC Area Development Agreement (with exhibits) is attached to this Disclosure Document as Exhibit D.

We provide no other contracts or agreements for your signature.

ITEM 23. RECEIPTS

Our copy and your copy of the Disclosure Document Receipts are located on the last 2 pages of this Disclosure Document.

EXHIBIT A

EXHIBIT A TO THE DISCLOSURE DOCUMENT LIST OF STATE ADMINISTRATORS

The following is a list of state administrators responsible for registration and review of franchises for these states. We may register in one or more of these states.

California

Department of Business Oversight
One Sansome Street, Suite 600
San Francisco, California 94104

Commissioner of Business Oversight
320 W. 4th Street, Suite 750
Los Angeles, California 90013

Commissioner of Business Oversight
1515 K. Street, Suite 200
Sacramento, California 95814
(866) 275-2677 Toll Free

Connecticut

Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103

Florida

Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, Florida 32399-6500

Hawaii

Commissioner of Securities
Department of Commerce & Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

Kentucky

Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, Kentucky 40601-8204

Maine

Department of Professional and Financial Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, Maine 04333

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

Michigan

Department of the Attorney General
Consumer Protection Division, Franchise Unit
525 Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, Michigan 48909

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101

Nebraska

Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400
Lincoln, Nebraska 68509

New York

Bureau of Investor Protection and Securities
New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271

North Carolina

Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, North Carolina 27603-5909

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor
Department 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island

Division of Securities
John O. Pastore Complex
1511 Pontiac Avenue
Building 69, 1st Floor
Cranston, Rhode Island 02920

South Carolina

Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, South Carolina 29201

South Dakota

Department of Revenue and Regulation
Division of Securities
445 East Capitol Avenue
Pierre, South Dakota 57501

Texas

Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, Texas 78701

Utah

Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
P.O. Box 146704
Salt Lake City, Utah 84114-6704

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219

Washington

Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin

Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703

EXHIBIT B

EXHIBIT B TO THE DISCLOSURE DOCUMENT LIST OF STATE AGENTS FOR SERVICE OF PROCESS

The following state agencies are designated as our agent for service of process in accordance with the applicable state laws. We may register in one or more of these states.

California

Department of Business Oversight
One Sansome Street, Suite 600
San Francisco, California 94104

Commissioner of Business Oversight
320 W. 4th Street, Suite 750
Los Angeles, California 90013

Commissioner of Business Oversight
1515 K St., Suite 200
Sacramento, California 95814
(866) 275-2677

Connecticut

Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103

Hawaii

Commissioner of Securities
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland

Maryland Securities Commissioner
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

Michigan

Michigan Department of Commerce
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101

New York

Secretary of the State of New York
41 State Street
Albany, New York 12231

North Dakota

North Dakota Securities Department
State Capitol – 5th Floor
600 East Boulevard
Bismarck, North Dakota 58505-0510

Rhode Island

Division of Securities
John O. Pastore Complex
1511 Pontiac Avenue
Building 69, 1st Floor
Cranston, Rhode Island 02920

South Dakota

Department of Revenue and Regulation
Division of Securities
445 East Capitol Avenue
Pierre, South Dakota 57501

Virginia

Clerk, State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, Virginia 23219

Washington

Director, Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin

Commissioner of Securities
345 West Washington Street, 4th Floor
Madison, Wisconsin 53703

EXHIBIT C

GOLDFISH SWIM SCHOOL FRANCHISING LLC

FRANCHISE AGREEMENT

EXHIBIT C TO THE DISCLOSURE DOCUMENT



GOLDFISH SWIM SCHOOL FRANCHISING LLC
FRANCHISE AGREEMENT

EXHIBIT C TO THE DISCLOSURE DOCUMENT

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11. TERM OF THE FRANCHISE AGREEMENT

GOLDFISH SWIM SCHOOL FRANCHISING LLC

FRANCHISE AGREEMENT

This Franchise Agreement made this ____ day of _____, 20____, is by and between Goldfish Swim School Franchising LLC, a Michigan limited liability company, having its principal place of business at 390 Park Street, Suite 250, Birmingham, Michigan 48009 (“Franchisor”), and _____, an individual/partnership/corporation/limited liability company established in the State of _____ and whose principal address is _____ (“Franchisee”).

WITNESSETH:

WHEREAS, Franchisor and its Affiliate* have developed, and are in the process of further developing, a System identified by the service mark “Goldfish Swim School®” and relating to the establishment and operation of a swim school that provides specialized quality swim instruction and superior customer service to its clients. The Franchise aims to service local markets by offering group and private swim lessons as well as birthday parties, open swim times, swim clinics and many other aquatic activities to children under the age of nine (9) years old in a fun and colorful environment. The Franchise will also service its clients by offering a snack bar and retail area, referred to as “Goldfish Swim Schools;” and

WHEREAS, in addition to the service mark “Goldfish Swim School®” and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development, design and construction techniques; distinctive interior and exterior design, layout and décor; other strategies, techniques and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a Goldfish Swim School using the System and the Marks; and

WHEREAS, Franchisee desires to operate a Goldfish Swim School, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, operations and service and the necessity of operating the Franchised Swim School in strict conformity with Franchisor’s System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

“**Affiliate**” means any business entity that controls, is controlled by, or is under common control with Franchisor;

“**Agreement**” means this agreement entitled “Goldfish Swim School Franchising LLC Franchise Agreement” and all instruments supplemental hereto or in amendment or confirmation hereof;

*Capitalized terms not otherwise defined are defined in Section 1.

“Approved Location” means the site for the operation of the Franchised Swim School selected by Franchisee and approved in writing by Franchisor;

“Approved Supplier(s)” has the meaning given to such term in Section 13.1;

“Area of Primary Responsibility” has the meaning given to such term in Section 2.5;

“Competitive Business” means any business that offers (or grants franchises or licenses to others to operate a business that offers) swim instruction to children the same as or similar to those provided by Goldfish Swim Schools or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

“Confidential Information” means, without limitation, business practices; copyrighted materials; trademarks; patents; applications; trade secrets; trade dress; instructional materials; descriptions of Goldfish’s products and services; proposed products and services; computer software and hardware utilized by the Franchise System and all information contained on such computer hardware and software; Customer Data; advertising materials; business plans; swim programs; swim curriculum and training manuals; employee compensation plans; identities of suppliers, customers and prospective customers; all specifications, sources of supply (or prospective sources) and all information pertaining to same (including wholesale pricing structures, contents of sourcing agreements and identity of suppliers), all procedures, systems, techniques and activities employed by Franchisor or Franchisee in the offer and sale of products and/or services at or from the Franchised Swim School; prices and pricing policies; financial data; computer programs and software; floor plans; development schedules; development plans; systems; operations and procedures; Confidential Operations Manual; Franchisee’s final plans for construction, build-out, design, renovation, décor, equipment, signage, furniture, fixtures, and trade dress of the Franchised Swim School; and all other information provided to Franchisee from Franchisor;

“Confidential Operations Manual” means the Goldfish Swim School Confidential Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System and protection of the brand, including other operations manuals, and all books, computer programs, and password-protected portions of an Internet or intranet site or other electronic medium on which the Confidential Operations Manual and brand protection standards are located;

“Cooperative Advertising” means the combined advertising program of two (2) or more franchisees established within a common market that may be consolidated for local advertising purposes so long as at least fifty percent (50%) of the franchisees in the common market agree to form and participate in the cooperative in a particular region;

“Designated Area” has the meaning given to such term in Section 2.3;

“Designated Manager” means the individual designated by Franchisee as having primary responsibility for managing the day-to-day affairs of the Franchised Swim School who has and successfully completed the initial training program to Franchisor’s satisfaction. If Franchisee is a legal business entity, (such as a corporation, limited liability company or other legal business entity), Franchisor may, in its sole discretion, require that the Designated Manager is an individual holder of a legal or beneficial equity interest in Franchisee, and if Franchisee is an individual and not a business entity, Franchisor may, in its sole discretion, require that the Designated Manager is Franchisee;

“Effective Date” means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term;

“Electronic Depository Transfer Account” means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor consistent with the EFT Authorization attached to this Agreement as Exhibit 9;

“Franchise” means the right granted to Franchisee by Franchisor to use the System and the Marks;

“Franchise Fee” has the meaning given to such term in Section 3.1;

“Franchised Swim School” means the Goldfish Swim School to be established and operated by Franchisee pursuant to this Agreement;

“Franchisee” means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

“Franchisor” means Goldfish Swim School Franchising LLC;

“Franchisor Indemnitees” has the meaning given to such term in Section 21.3;

“Generally Accepted Accounting Principles” or **“GAAP”** means the standards, conventions and rules accountants follow in recording and summarizing transactions and in the preparation of financial statements;

“Grand Opening Advertising” has the meaning given to such term in Section 11.1;

“Gross Sales” means the aggregate of all revenue from the sale of products and services from all sources in connection with the Franchised Swim School, whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any customer of the Franchised Swim School that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Swim School, and (d) any rebate received by Franchisee from a manufacturer or supplier;

“Gross Sales Reports” has the meaning given to such term in Section 12.2;

“Incapacity” means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Swim School on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

“Internet” means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

“Local Advertising” has the meaning given to such term in Section 11.2;

“Marketing Fund” has the meaning given to such term in Section 11.3;

“Marketing Fund Contribution” has the meaning given to such term in Section 11.3;

“Marks” means the service mark “Goldfish Swim School®” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with Goldfish Swim Schools;

“Royalty Fee” has the meaning given to such term in Section 3.2;

“System” means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of Goldfish Swim Schools; and

“Trade Secrets” means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Goldfish Swim Schools that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1 Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, nonexclusive, limited license to operate one (1) Goldfish Swim School using the System and Marks.

2.2 Approved Location

The Approved Location shall be designated by Franchisor and attached to this Agreement as Exhibit 10.

2.3 Approved Location Not Determined

If the Approved Location is determined as of the Effective Date, then this Section shall be inapplicable. If the Approved Location of the Franchised Swim School is not determined as of the Effective Date, then the geographic area in which the Franchised Swim School is to be located shall be within the geographic area described in Exhibit 10 to this Agreement (“Designated Area”). Franchisee shall select and submit possible sites for Franchisor’s evaluation in accordance with Section 5.1. When the Approved Location is determined, its address shall be inserted into Exhibit 10 to this Agreement.

2.4 Sub-franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity. Except as may be permitted pursuant to Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder.

2.5 Area of Primary Responsibility

Franchisee shall receive a territory called the Designated Area or "Area of Primary Responsibility" as determined by Franchisor, and described and depicted in the map in Exhibit 10 to this Agreement. Franchisee will operate the Franchised Swim School in the designated Area of Primary Responsibility. As long as this Agreement is in full force and effect and Franchisee is not in default under any of the terms hereof, Franchisor will not establish other franchised or company-owned swim schools using the System with a physical location in your Area of Primary Responsibility. Franchisee's rights in the Area of Primary Responsibility are subject to Franchisor's rights articulated in Section 2.7.

2.6 Map and Description of Area of Primary Responsibility

The Description of the Designated Area or Area of Primary Responsibility and the map depicting the Designated Area or Area of Primary Responsibility shall be designated by Franchisor and attached to this Agreement as Exhibit 10.

2.7 Franchisor's Rights

Franchisee acknowledges that except to the extent provided in Section 2.5 above, Franchisor expressly retains all rights and discretion with respect to the Marks and System, including the right to:

2.7.1 establish, own or operate, and license others to establish, own or operate, Goldfish Swim Schools with a physical location outside of the Area of Primary Responsibility as Franchisor deems appropriate;

2.7.2 establish, own or operate, and license others to establish, own or operate other non-swim lesson based businesses under other systems using the same or other trademarks at locations inside and outside of the Area of Primary Responsibility;

2.7.3 purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Swim School (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Area of Primary Responsibility. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Area of Primary Responsibility which are not franchised or licensed, Franchisor may, in its sole discretion:

2.7.3.1 offer to sell any such businesses to Franchisee or to any third party at the business's fair market value to be operated as a Goldfish Swim School; or

2.7.3.2 offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

2.7.4 be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Area of Primary Responsibility;

2.7.5 provide the services and sell the products authorized for Goldfish Swim Schools using the Marks or other trademarks, service marks and commercial symbols through an alternate channel of distribution other than a Franchised Swim School situated within the Area of Primary Responsibility including without limitation, such alternative channels of distribution as the internet/worldwide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; retail outlets or stores; mail order; catalogs; television sales (including "infomercials"); or any other channel of distribution whatsoever except for a Franchised Swim School, on such terms and conditions as Franchisor deems appropriate; and

2.7.6 engage in any activities not expressly forbidden by this Agreement.

Franchisee agrees that Franchisor and/or its affiliates may engage in any business activity whatsoever in or outside the Area of Primary Responsibility except as Franchisor is restricted by this section, and that this Agreement does not confer upon Franchisee any right to participate in or benefit from any such other business activity, regardless of whether it is conducted under the Trademarks or not. Franchisor's rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication. Franchisee waives and releases any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

2.8 Marketing and Solicitation Restrictions

Franchisee may market or solicit customers whose principal residence (or principal business office, if the customer is a business entity) is both inside and outside the Area of Primary Responsibility. Franchisee acknowledges that other franchisees and/or Franchisor and/or affiliates may market or solicit customers whose principal residence (or principal business office, if the customer is a business entity) is within Franchisee's Area of Primary Responsibility.

3. FEES

3.1 Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of Fifty Thousand Dollars (\$50,000). The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Sections 5.2 and 8.3. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

3.2 Monthly Royalty Fee

Franchisor will collect a Royalty Fee on a monthly basis commencing on the earlier of the date that Franchisee opens for business to the public under section 5.6.1 of this Agreement or on the expiration of the

Development Period as defined herein. Thereafter, on the fifth day of each month (unless such fifth day is a Saturday or Sunday, and in such case on the following Monday), for so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, a monthly fee (“Royalty Fee”) equal to the greater of One Thousand Five Hundred Dollars (\$1,500) or six percent (6%) of Gross Sales for the preceding month by Electronic Funds Transfer and Franchisee authorizes Franchisor to withdraw the Royalty Fee from its account each month. On the third 3rd day of each month, Franchisee shall transmit to Franchisor a Gross Sales Report, as required by Section 12.2, for the same period.

3.3 Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes, and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on goods or services furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such goods or services are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Swim School is located.

3.4 Electronic Transfer

Franchisee shall pay all Royalty Fees, Marketing Fund Contributions, software license fee, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor through an Electronic Depository Transfer Account. Franchisee shall open and maintain an Electronic Depository Transfer Account, and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor and authorizes Franchisor to automatically withdraw all amounts due to Franchisor. Every month, Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor’s or Franchisee’s bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor’s written consent.

3.5 Late Fees

All Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts that are not received by Franchisor within five (5) days after the due date shall incur late fees at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Marketing Fund Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

3.6 Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right first to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Contributions, purchases from Franchisor or any other amount owed to Franchisor in any proportion or priority.

3.7 Software License Fees

On the fifth day of each month (unless such fifth day is a Saturday or Sunday, and in such case on the following Monday), for so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, a monthly software license fee for all required software equal to the amount

prescribed in the Confidential Operations Manual by Electronic Funds Transfer and Franchisee authorizes Franchisor to withdraw the software license fee from its account each month.

4. TERM AND RENEWAL

4.1 Initial Term

This Agreement shall be effective and binding from the Effective Date, and will have an initial term of twenty (20) years from the date that Franchise opens for business to the public pursuant to section 5.6.1, unless sooner terminated pursuant to Section 16. Upon opening, Franchisor and Franchisee will execute Exhibit 11 to this Agreement, which will clearly identify the date of opening and the expiration date of this Agreement.

4.2 Successor Terms

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to a successor franchise is limited to two (2) successive terms of ten (10) years each, such that the total term of the Franchise shall not exceed forty (40) years. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 Franchisee has, during the entire term of this Agreement, fully complied with all material provisions of this Agreement;

4.2.2 Franchisee has access to and, for the duration of the successor franchise, the right to remain in possession of the Approved Location, or a suitable substitute location approved by Franchisor, which is in full compliance with Franchisor's then-current specifications and standards;

4.2.3 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Swim School reflects Franchisor's then-current standards and specifications;

4.2.4 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.5 Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.6 Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement;

4.2.7 Franchisee has executed Franchisor's then-current form of franchise agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee or Marketing Fund Contribution; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee;

4.2.8 Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training and certification requirements; and

4.2.9 Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Swim School is located.

5. APPROVED LOCATION

5.1 Selection of Site

Franchisee shall promptly select a site for the Franchised Swim School and shall notify Franchisor of such selection. Franchisor shall evaluate the site and notify Franchisee of its approval or disapproval of the site within a reasonable time (usually fifteen [15] days) of receiving notice of the site from Franchisee. If Franchisor approves of such selection, the site shall be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Swim School. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation, the condition of the premises, demographics of the surrounding area including population size of adolescents, proximity to other Goldfish Swim Schools, proximity to Competitive Businesses, lease requirements, traffic patterns, visibility, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability. Franchisee shall not locate the Franchised Swim School on a selected site without the prior written approval of Franchisor. Franchisor does not represent that it, or any of its Affiliate, owners, employees or agents, have special expertise in selecting sites. Neither Franchisor's assistance nor approval is intended to indicate or indicates that the Franchised Swim School will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location.

5.2 Failure to Select Site

Should Franchisee fail to select a site for the Franchised Swim School, which meets with Franchisor's approval within two hundred forty (240) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.2, Franchisor shall return to Franchisee twenty five percent (25%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities).

5.3 Lease or Purchase of Approved Location

After the designation of the Approved Location (and if the site is to be leased or purchased), Franchisee shall execute a lease for, or a binding agreement to purchase within two hundred forty (240) days after the Effective Date, the Approved Location, the terms of which must have been previously approved by Franchisor in writing. Franchisor shall not unreasonably withhold its approval. If Franchisee leases the Approved Location, Franchisee shall control or have options to control the Approved Location for the operation of the Franchised Swim School for the Term of this Agreement. ***Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Approved Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement. Franchisor will not guarantee any lease agreement on behalf of Franchisee. Franchisee acknowledges and agrees that Franchisee shall solely rely on its review of any such lease.*** Franchisor

shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement, if Franchisee purchases the real estate for the Approved Location.

Franchisee shall provide Franchisor with an option to purchase the real estate consistent with the terms of the Real Estate Option to Purchase form attached as Exhibit 7 to this Agreement. Franchisee shall take all actions necessary to maintain the lease, if any, of the Approved Location while this Agreement is in effect. Any default for which the lease may be terminated shall also be deemed a default hereunder and the time to cure the same shall expire when the lease is terminated. Franchisee shall conditionally assign the lease to Franchisor, pursuant to the terms of its standard Conditional Assignment of Lease form attached as Exhibit 6 to this Agreement, to secure performance by Franchisee of its obligation under this Agreement and have the lessor consent to such conditional assignment of lease. Franchisor's approval of a lease shall be conditioned upon inclusion of terms in the lease acceptable to Franchisor and, at Franchisor's option, the lease shall contain such provisions as Franchisor may reasonably require, including:

5.3.1 a provision reserving to Franchisor the right, but not the obligation, at Franchisor's election, to receive an assignment of the leasehold interest without payment of any assignment fee or similar charge and without any increase in rent or other fees upon termination or expiration of the Franchise grant. The lessor agrees that, before the effective date of any assignment of the lease to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease;

5.3.2 a provision requiring the lessor to provide Franchisor with a copy of any written notice of deficiency sent by the lessor to Franchisee, and granting to Franchisor the right (but not the obligation) to cure any deficiency under the lease should Franchisee fail to do so within fifteen (15) days after the expiration of the period in which Franchisee may cure the default;

5.3.3 a provision requiring the lessor to provide Franchisor (at the same time lessor provides to Franchisee) a copy of all lease amendments and assignments, and a copy of all letters and notices lessor sends to Franchisee relating to the lease or the leased premises;

5.3.4 a provision permitting Franchisor to enter the leased premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect the System and the Marks without being guilty of trespass, or other tort or other crime;

5.3.5 a provision allowing Franchisee to display the Marks in accordance with the specifications required by the Confidential Operations Manual, subject only to the provisions of applicable law;

5.3.6 a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Swim School;

5.3.7 a provision allowing Franchisor, upon expiration and non-renewal or termination of the lease or the Franchise Agreement, to enter the premises and remove any interior and exterior signs containing the Marks and trade fixtures;

5.3.8 a provision stating that upon default of this Agreement, Franchisor or its nominee has the right, but not the obligation, to take possession of the Approved Location and operate the Franchised Swim School;

5.3.9 a provision stating that lessor shall not amend or otherwise modify the lease in any manner that would affect any of the foregoing provisions to be included in the lease set forth above without Franchisor's prior written consent; and

5.3.10 a provision stating that if Franchisor takes assignment of the lease, Franchisor may, without lessor's prior written consent, assign such lease to another franchisee using the System and, upon assignment, all of Franchisor's obligations under the lease shall be terminated.

5.4 Construction of Approved Location

Franchisor shall make available to Franchisee, at no charge to Franchisee, specifications for the development of a Goldfish Swim School, including specifications for the exterior and interior design and layout, fixtures, equipment, décor and signs. Such specifications are subject to alteration as Franchisor deems necessary. Franchisee shall cause the Approved Location to be developed and constructed, equipped and improved in accordance with such specifications within three hundred thirty (330) days after the Effective Date. In connection with the development and construction of the Approved Location, Franchisee shall:

5.4.1 employ an approved competent licensed architect, engineer or general contractor approved by Franchisor, to prepare, for Franchisor's approval, preliminary specifications for improvement of the Approved Location adapted from the specifications furnished by Franchisor;

5.4.2 obtain all zoning classifications and clearances which may be required by state and local laws, ordinances or regulations, and submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications;

5.4.3 obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Swim School and certify in writing and provide evidence to Franchisor that all such permits have been obtained;

5.4.4 employ, at your option, the services of our Designated Supplier project manager to assist you in the development and construction of your Franchised Swim School;

5.4.5 employ a qualified, licensed general contractor approved by Franchisor to complete construction of all required improvements to the Approved Location;

5.4.6 purchase all supplies and inventory necessary for the operation of the Franchised Swim School consistent with the Confidential Operations Manual;

5.4.7 purchase and install all equipment, signs, furniture and fixtures, including any point-of-sale and computer equipment, required for the operation of the Franchised Swim School consistent with the Confidential Operations Manual; and

5.4.8 establish broadband or high-speed Internet access and obtain at least two (2) telephone numbers and one (1) facsimile number solely dedicated to the Franchised Swim School.

5.5 Failure to Develop and Begin Construction Approved Location

Should Franchisee fail to develop and begin construction the Approved Location for a Goldfish Swim School within three hundred thirty (330) days after the Effective Date, Franchisor has the right to terminate this Agreement. Time is of the essence. If this Agreement is terminated pursuant to this Section 5.5, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other

efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Swim School and shall not be construed as nor considered to be a penalty. Franchisor specifically reserves all rights and remedies available for Franchisee's breach of the Franchise Agreement.

5.6 Opening

5.6.1 Before opening the Franchised Swim School and commencing business, Franchisee must:

5.6.1.1 fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5;

5.6.1.2 furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.6.1.3 complete initial training to the satisfaction of Franchisor;

5.6.1.4 hire and train the personnel necessary or required for the operation of the Franchised Swim School;

5.6.1.5 furnish Franchisor with evidence that all employees and the Designated Manager have obtained CPR, first aid, AED, lifeguard certifications, and certified pool operations certifications. Failure to obtain and maintain current certifications may be cause for termination;

5.6.1.6 if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement;

5.6.1.7 obtain Franchisor's permission and approval of an opening date; Franchisor shall not unreasonably withhold consent to open. Permission to open shall be based on Franchisor's determination that Franchisee is ready to open and satisfactorily prepared to operate; and

5.6.1.8 pay in full all amounts due to Franchisor.

5.6.2 Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Swim School within 450 days after the Effective Date ("Development Period"). If Franchisee fails to open within 450 days of the Effective Date, Franchisor may terminate this Agreement. Time is of the essence.

5.7 Failure to Open

Should Franchisee fail to commence operations of the Approved Location for the Franchised Swim School within four hundred fifty (450) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.7, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Swim School and shall not be construed as nor considered to be a penalty. Franchisor specifically reserves all rights and remedies available for Franchisee's breach of the Franchise Agreement.

5.8 Use of Approved Location

Franchisee shall not use the Approved Location for any purpose other than for the operation of a Goldfish Swim School in full compliance with this Agreement and the Confidential Operations Manual, unless approved in writing by Franchisor.

5.9 Relocation

Franchisee shall not relocate the Franchised Swim School without the prior written consent of Franchisor. If the lease for the Approved Location expires or terminates through no fault of Franchisee or if the Franchised Swim School's premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may allow Franchisee to relocate the Franchised Swim School. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.7. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including, but not limited to, legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If Franchisor and Franchisee do not agree upon a substitute site within one hundred eighty (180) days after the lease expires or is terminated or the Approved Location is rendered unusable, this Agreement shall terminate as provided in Section 16.2.1.1.

5.10 Renovation of Approved Location

Franchisee shall renovate, remodel and modernize the Franchised Swim School to conform the Franchised Swim School to the current image of the Franchise System at our request (but not more often than every five years), taking into consideration the cost of the modernization, the life expectancy of the equipment and the then-remaining term of this Agreement. Within 60 days after receipt of Franchisor's written notice regarding required modernization, Franchisee shall prepare and complete drawings and plans for the required modernization. These drawings and plans must be submitted to, and their use approved by, Franchisor prior to the commencement of work. Franchisee shall complete the required modernization within the time reasonably specified by Franchisor in the written notice, not to exceed 12 months from the date you are notified of any required changes. Franchisee acknowledges and agrees that the requirements of this Section are both reasonable and necessary to ensure continued public acceptance and patronage of the Franchise System and to avoid deterioration or obsolescence in connection with the operation of the Franchised Swim School. If Franchisee fails to make any improvement as required by this Section or perform the maintenance described in Section 13.2, Franchisor may, in addition to our other rights in this Agreement, effect such improvement or maintenance and Franchisee must reimburse Franchisor for the costs incurred. Capital expenses necessary for the repair and maintenance of the Franchise Store to comply with Section 13.2 of this Agreement are not subject to time limitations described in this section.

6. PROPRIETARY MARKS

6.1 Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created and accrued thereby, shall inure to the benefit and ownership of Franchisor. Franchisee shall not at any time acquire an ownership interest in

the Marks nor in any goodwill created by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2 Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Swim School. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Swim School is an “Independently Owned and Operated Goldfish Swim School Franchise” of Franchisee.

6.3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor’s counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee’s counsel at Franchisee’s expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor’s counsel, be necessary or advisable to protect and maintain Franchisor’s interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor’s interest in the Marks.

6.4 Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee’s authorized use of any Mark, provided that Franchisee has complied with the provisions of Section 6.3 and has complied with this Agreement and Franchisor’s directions in responding to such proceeding. At Franchisor’s option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee’s use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee’s use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee’s use of the Marks.

6.5 Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Swim School, Franchisor and its designees have the right to enter and inspect the Franchised Swim School and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services, conducts activities and operations, and to inspect facilities, equipment, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Swim School in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other items to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Swim School and to interview and survey (whether in person or by mail) customers and employees and to photograph or videotape the operations.

6.7 Franchisor's Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Marks or the words "Goldfish Swim School" or any variation thereof without Franchisor's written approval. Franchisor is the sole owner of all right, title and interest in and to such domain names as Franchisor shall designate in the Confidential Operations Manual.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1 Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development, construction and operation of the Franchised Swim School and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make

any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall take all necessary precautions to insure that any employee to whom Franchisee discloses Confidential Information only to the extent necessary for such employee to carry out the employee's job duties maintains the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Franchisee shall obtain from all persons to whom Confidential Information is disclosed an executed Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete in the form as provided in the Confidential Operations Manual. Franchisee shall enforce this Section as to its owners, officers, directors, members, managers, employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. Franchisee shall vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of any Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete executed by any of the individuals to whom Franchisee has disclosed Confidential Information. Franchisee acknowledges Franchisor's right, to be exercised as Franchisor alone determines, to enforce for itself the terms of such executed Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete. If the substantive provisions of the Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete have been breached by an individual employed, engaged or otherwise serving the Franchised Swim School who has not executed a Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete, Franchisee shall nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law. If Franchisor prosecutes such Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete, Franchisee shall indemnify and hold Franchisor harmless from any and all losses and expenses as provided in this Agreement.

7.2 Additional Developments

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore, and Franchisee hereby agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3 Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Goldfish Swim School franchisees if owners of Goldfish Swim Schools and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for

themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1 Divert or attempt to divert any business or customer of the Franchised Swim School to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

7.3.2 Own an interest in, manage, operate, or perform services for any Competitive Business wherever located.

7.4 Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third party beneficiary with the right to enforce covenants contained in such agreements. In the event that you or your employees, agents, consultants or contractors receive notice of any request, demand, or order to transfer or disclose all or any portion of the Confidential Information, you shall immediately notify us thereof, and shall fully cooperate with and assist us in prohibiting or denying any such transfer or disclosure. Should such transfer or disclosure be required by a valid, final, non-appealable court order, you shall fully cooperate with and assist us in protecting the confidentiality of the Confidential Information to the maximum extent permitted by law.

7.5 Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

8. TRAINING AND ASSISTANCE

8.1 Initial Training

Franchisor shall make an initial training program available to the Designated Manager and at least one (1) other required manager. The initial training program is designed to protect Franchisor's brand and covers the material aspects of the operation. At least (60) days prior to the opening of the Franchised Swim School, the designated manager and at least one (1) other manager must attend and successfully complete, to the Franchisor's satisfaction, a training program pertaining to the operation and administration of the Franchised Swim School including but not limited to, sales and marketing methods, financial controls, maintenance of quality standards, customer service techniques, record keeping, reporting procedure, and other operational function. The initial training will include CPR (cardiopulmonary resuscitation), First Aid, AED (automated external defibrillator) and will provide a lifeguarding certification for shallow water pools, but does not include other certifications required by Franchisor (such as certified pool operations certifications, required for all of your management staff) and as required by applicable law prior to Franchisee's operation of the Franchised Swim School. Franchisor shall conduct

the initial training program at its headquarters or at another designated location. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

8.2 Opening Assistance

In conjunction with the beginning of operation of the Franchised Swim School, Franchisor shall make available to Franchisee, at Franchisor's expense, one (1) of Franchisor's representatives for no more than five (5) days for your first Franchised Swim School and three (3) days for your second Franchised Swim School (which duration we determine in our discretion), experienced in the System, for the purpose of familiarizing Franchisee's staff with the Goldfish Swim School techniques and for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Swim School. Franchisor will not provide any opening assistance for any of Franchisee's franchised swim schools after Franchisee's second franchised swim school, it being understood that Franchisee will be responsible for all responsibilities of opening the third franchised swim school and every franchised swim school thereafter. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Swim School, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3 Failure to Complete Initial Training Program

If Franchisee is an individual and Franchisor determines in Franchisor's discretion that the Designated Manager/Franchisee is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 8.3, Franchisor shall return to Franchisee twenty five percent (25%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities). If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's satisfaction. Franchisee will be required to pay Franchisor's then-current rates for additional training, if any, for providing the substitute manager an initial training program.

8.4 New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager and the new Designated Manager must obtain CPR, life guard and first aid certifications as well as complete the initial training program to Franchisor's satisfaction within sixty (60) days of being named. The new Designated Manager may attend the initial training program provided by Franchisor and Franchisee shall pay to Franchisor the then-applicable fees for such training, as well as all expenses related to that training, such as all wages and employee expenses, travel, room and board, and related expenses for the new Designated Manager to attend the initial training program.

8.5 Ongoing Training

From time to time, Franchisor may provide and if it does, has the right to require that the Designated Manager attend ongoing training programs or seminars during the term of this Agreement. Franchisor shall not charge a fee for any mandatory ongoing training. Franchisor shall not require the Designated Manager to attend more than three (3) sessions in any calendar year and collectively not more than six (6) days in any calendar

year. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Designated Manager's attendance at such training.

9. CONFIDENTIAL OPERATIONS MANUAL

9.1 Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy of the Confidential Operations Manual or grant Franchisee access to an electronic copy of the Confidential Operations Manual. The Confidential Operations Manual will be in electronic form on our intranet or similar medium. The Confidential Operations Manual will, among other things, set forth the Franchise System, the operating systems, procedures, policies, methods, standards, specifications and requirements for operating the Franchised Swim School and maintain our brand standards. Franchisee shall conduct the Franchised Swim School in strict accordance with the provisions set forth in the Confidential Operations Manual. The Confidential Operations Manual shall, at all times, remain the sole property of Franchisor and all printed copies retained by Franchisee or any of Franchisee's employees shall promptly be returned to Franchisor upon expiration or termination of this Agreement.

9.2 Revisions

Franchisor has the right to add to, delete from or otherwise modify or revise the Confidential Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor (the "Supplements to the Confidential Operations Manual"), all of which will be considered a part of the Confidential Operations Manual. All references to the Confidential Operations Manual in this Agreement will include the Supplements to the Confidential Operations Manual. Supplements to the Confidential Operations Manual will become binding upon Franchisee as if originally set forth in the Confidential Operations Manual, upon being delivered to Franchisee. The Confidential Operations Manual and any Supplements to the Confidential Operations Manual are material in that they will affect the operation of the Franchised Swim School, but they will not conflict with or materially alter Franchisee's rights and obligations under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that any printed copy of the Confidential Operations Manual retained by Franchisee or Franchisee's employees is up-to-date at all times. If a dispute as to the contents of the Confidential Operations Manual arises, the terms of the electronic copy of the Confidential Operations Manual maintained by Franchisor shall be controlling.

9.3 Confidentiality

The Confidential Operations Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that any printed copy of the Confidential Operations Manual retained by Franchisee or any of Franchisee's employees is in a current and up-to-date manner. If the Confidential Operations Manual is in paper form or stored on computer-readable media, Franchisee shall maintain the Confidential Operations Manual in a secure manner at the Approved Location; if the Confidential Operations Manual is in electronic form, Franchisee shall maintain the Confidential Operations Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Confidential Operations Manual, access to the Confidential Operations Manual or any key, combination or passwords needed for access to the Confidential Operations Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Confidential Operations Manual in an unauthorized manner.

10. FRANCHISE SYSTEM

10.1 Uniformity

By signing this Agreement, Franchisee indicates that Franchisee understands and acknowledges that every detail of the Franchised Swim School is important – not only to Franchisee, but to Franchisor and to other Goldfish Swim School franchisees – in order to develop and maintain high and uniform operating standards, to increase the demand for the products and services sold by all franchisees, to establish and maintain a reputation for operating uniform, efficient, high quality youth swim educational programs, and to protect the goodwill of all Goldfish Swim Schools. Franchisee also acknowledges that a fundamental requirement of the System, this Agreement, and other Goldfish Swim School franchises is adherence by all franchisees to the Company’s uniform standards and policies, except for certain regional or individual differences we may from time to time approve or require. Franchisee acknowledges and agrees that it shall strictly comply, and shall cause the Franchised Swim School and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor.

10.2 Modification of the System

Franchisor has the right to change or modify the System from time to time including, without limitation, the adoption and use of new or modified Marks or copyrighted materials, the presentation of the Marks, and computer hardware, software, required equipment, inventory, supplies, signs or sales and marketing techniques, certification requirements, modifications to the Confidential Operations Manual, the offered products and services, the building and premises of the Franchised Swim School (including the trade dress, décor, and color schemes), and the adoption of new administrative forms and methods of reporting and payment of any monies owed to Franchisor (including electronic means of reporting and payment). Within 30 days after receipt of written notice from Franchisor, Franchisee shall begin selling any newly authorized products and services and cease selling products and services that are no longer authorized. Franchisee shall accept and use any such changes in, or additions to, the System as if they were a part of this Agreement as of the Effective Date. Franchisee shall make such expenditures as such changes, additions or modifications in the System as Franchisor may require at Franchisee’s sole cost and expense. Any required expenditure for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2. Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

10.3 Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee’s qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular Goldfish Swim School. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1 Grand Opening Advertising

Approximately three (3) months prior to the initial opening of the Franchised Swim School, Franchisee shall spend an amount specified by Franchisor, no greater than the range contained in the Franchise

Disclosure Document on local advertisement and promotion of the initial opening (“Grand Opening Advertising”). Franchisor shall determine and specify an appropriate minimum amount which Franchisee shall be required to expend on Grand Opening Advertising based upon Franchisor’s general assessment of the area surrounding the Franchised Swim School and taking into account other potentially relevant factors, such as prevailing costs of advertising in the area, the time of year of opening and other similar factors. Further, Franchisor shall specify the time at which Franchisee shall conduct Grand Opening Advertising. Prior to their use, all materials to be used in Grand Opening Advertising must be approved by Franchisor through the process set forth in Section 11.2.2. Grand Opening Advertising expenditures shall be in addition to any Local Advertising expenditures and Marketing Fund Contributions.

11.2 Local Advertising

11.2.1 Franchisee shall continuously promote the Franchised Swim School. Every quarter, Franchisee shall spend two percent (2%) of the previous quarter’s Gross Sales on advertising, promotions and public relations within the immediate locality surrounding the Franchised Swim School (“Local Advertising”). Such expenditures shall be made directly by Franchisee, subject to the prior approval and direction of Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Within thirty (30) days after the end of each quarter, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding quarter.

11.2.2 Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee including, but not limited to, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within fourteen (14) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such fourteen (14) day period, such materials shall be deemed to have received the required approval. Franchisee shall not use any marketing or promotional material prior to written approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee’s right to determine the prices at which Franchisee sells products or provides services. Franchisee is not restricted from selling goods and services using the Franchise System to customers residing outside of the Designated Area or Area of Primary Responsibility. There are no restrictions on your ability to advertise outside your Designated Area or Area of Primary Responsibility, including engaging in mail order solicitations, direct mail programs, telemarketing, internet or television solicitation programs or use any other advertising media.

11.3 Marketing Fund

Franchisor has established and administers a System-wide marketing, advertising and promotion fund to assist in Franchisor’s regional and national advertising (“Marketing Fund”). Franchisee shall be required to contribute monthly to the Marketing Fund in an amount specified by Franchisor and which Franchisor may adjust from time to time (“Marketing Fund Contribution”); provided, however, that the Marketing Fund Contribution will not exceed 3% of Gross Sales for the preceding month. Franchisor currently collects 2% of Gross Sales for the Marketing Fund Contribution, and reserves the right to increase the Marketing Fund Contribution, as limited by this section, by notice to Franchisee through the Operations Manual. Marketing Fund Contributions shall be made at the time and in the manner provided for Royalty Fees in Section 3.2. Franchisor shall notify Franchisee at least thirty (30) days before changing Marketing Fund Contribution requirements. The Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

11.3.1 Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or pro rata from expenditures by the Marketing Fund. The

program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program.

11.3.2 Franchisee's Marketing Fund Contributions may be used to meet the costs of, or to reimburse Franchisor for its costs (including, without limitation, Franchisor's employment expenses for staff to manage the Marketing Fund) of, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). All Marketing Fund Contributions shall be maintained in a separate account from the monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable costs and expenses, if any, that Franchisor may incur in activities reasonably related to the administration of the Marketing Fund.

11.3.3 Franchisor shall endeavor to spend all Marketing Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any Marketing Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the Marketing Fund, and next out of prior year contributions and then out of current contributions.

11.3.4 Although Franchisor intends the Marketing Fund to be of perpetual duration, Franchisor has the right to terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated, however, until all Marketing Fund Contributions have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a pro rata basis based on total Marketing Fund Contributions made in the aggregate by each franchisee.

11.3.5 Each Goldfish Swim School operated by Franchisor or an Affiliate shall make Marketing Fund Contributions at the same rate as Goldfish Swim School franchisees.

11.3.6 An accounting of the operation of the Marketing Fund shall be prepared annually and shall be available to Franchisee upon request. Franchisor retains the right to have the Marketing Fund reviewed or audited and reported on, at the expense of the Marketing Fund, by an independent certified public accountant selected by Franchisor.

11.3.7 Franchisee acknowledges that the Marketing Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Marketing Fund.

11.4 Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of Goldfish Swim Schools located within a particular region, so long as at least 50% of the franchisees in that region agree to the formation of such advertising cooperative. The level of your cooperative advertising contribution will be determined by the cooperative, of which you will be a voting member, but that amount may exceed your minimum local advertising obligation under the Franchise Agreement, but in no event will it exceed 5% of gross sales. Your contributions to the advertising cooperative in your region will satisfy your local advertising obligations, so long as they meet the minimum local advertising obligations otherwise contained in this Agreement. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region, regardless of Franchisee's position on the formation of such advertising cooperative. If a Cooperative Advertising program is implemented in a

particular region, an advertising council of franchisees in that region will be selected to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions. Nevertheless, Franchisor reserves the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time. Goldfish Swim Schools operated by us or our affiliates in an area covered by an Advertising Cooperative will contribute to the Advertising Cooperative on the same basis as comparable franchisees and have the same voting rights as any comparable franchisee.

11.5 Internet Advertising

Franchisee may not establish a presence on, or market using, the Internet or any social media, such as, without limitation, Facebook, Twitter, Four Square, etc., in connection with the Franchised Swim School without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform resource locator www.goldfishswimschool.com that provides information about the System and the products and services that Franchisor and its franchisees provide. Franchisor will include at the Goldfish Swim School website an interior page containing information about the Franchised Swim School. If Franchisor includes such information on the Goldfish Swim School website, Franchisor has the right to require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. All such information shall be subject to Franchisor's approval prior to posting. Any websites or other modes of electronic commerce that we establish or maintain may – in addition to advertising and promoting products, programs or services available at the franchised swim schools – also be devoted in part to offering franchises for sale and be utilized by Franchisor to exploit the electronic commerce rights we alone reserve in this Agreement. Franchisor retains the sole right to advertise or use the Marks on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us as provided herein. Franchisor retains the sole right to approve any linking to, or other use of, the Goldfish Swim School website. In additions to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and system-wide communications (among other activities) can be effected.

11.6 Promotional Marketing

Franchisor may periodically conduct promotional campaigns on a national or regional or system-wide or partially system-wide basis to promote products, services, or marketing themes. You must participate in all promotional campaigns we establish for the region in which your Franchised Swim School is located.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1 Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Confidential Operations Manual or otherwise in writing for at least the current fiscal year and the immediately three (3) preceding fiscal years. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Swim School as provided herein, including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank

statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2 Gross Sales Reports

Franchisee shall maintain an accurate record of monthly Gross Sales and shall deliver to Franchisor a signed and verified statement of Gross Sales (“Gross Sales Report”) for each month within three (3) days of the close of each month in a form that Franchisor approves or provides in the Confidential Operations Manual. The Gross Sales Report for the preceding month must be provided to Franchisor by the close of business on the third (3rd) day of each month (or such other day as specified by Franchisor).

12.3 Financial Statements

Franchisee shall supply to Franchisor on or before the twentieth (20th) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within forty-five (45) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with GAAP applied on a consistent basis. All financial statements shall be certified by an officer of the Franchisee. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Confidential Operations Manual or otherwise in writing. Franchisee acknowledges that Franchisor may use Franchisee’s financial statements and the data in the financial statements in an aggregated form for its own purposes, such as, without limitation, to demonstrate the financial performance of the system for press releases, future franchise disclosure documents, and recruitment of financing sources.

12.4 Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Confidential Operations Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Swim School to Franchisor’s lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement. Franchisee must provide Franchisor with all of the data required by Franchisor in the Confidential Operations Manual in a format readily usable by Franchisor. All data pertaining to, derived from, or displayed at the Franchised Swim School (including without limitation, data pertaining to or otherwise about Franchised Swim School customers) is and shall be Franchisor’s exclusive property, and Franchisor hereby grants Franchisee with a royalty-free non-exclusive license to use that data during the Term of this Agreement and any renewal term. Franchisee agrees that all data collected from customers and potential customers in connection with the Franchised Swim School (“Customer Data”) is deemed to be owned exclusively by Franchisor, and Franchisee agrees to provide Customer Data to Franchisor at any time that Franchisor requests. Franchisee has the right to use Customer Data while this Agreement is in effect, but only in connection with operating the Franchised Swim School and only in accordance with the policies established by Franchisor from time to time. Franchisee shall not sell, assign, transfer or use Customer Data for any purpose other than operating the Franchised Swim School and marketing the Franchise System services and products. Franchisee agrees to abide by all applicable laws pertaining to the privacy of customer, employee and transactional information (“Privacy Laws”). Franchisee agrees to comply with Franchisor’s standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor’s standards pertaining to the Privacy Laws and the requirements of any applicable law, Franchisee shall: (a) comply with the requirements of applicable law; (b) immediately provide written notice to Franchisor of said conflict; and (c)

promptly and fully cooperate with Franchisor and counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law.

12.5 Computer/Point-of-Sale System

Franchisor reserves the right to require that certain brands, types, makes, and/or models of communications, computer and technology systems, and hardware be used by, between, or among the Businesses, and in accordance with our standards, including without limitation: (a) back office and point of sale systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at the Businesses, between or among Businesses, and between and among the Franchised Business, and you, and us; (b) POS Systems; (c) customer relationship management systems; (d) physical, electronic, and other security systems and measures; (e) printers and other peripheral devices; (f) archival back-up systems; (g) internet access mode (e.g., form of telecommunications connection) and speed; and (h) WiFi and other internet service for customers (collectively, all of the above are referred to as the "Computer System"). At this time, Franchisee shall purchase the Computer System required by the Confidential Operations Manuals. Franchisee shall record all Gross Sales information on the required Computer System. The Computer System provides Franchisee with sales reports, scheduling and various product and service usage reports. Franchisor shall have and has full access to Franchisee's Computer System and all of Franchisee's computer and point-of-sale data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor access to all of Franchisee's financial information and to verify Franchisee's compliance with its obligations under this Agreement. Franchisee is responsible for the annual maintenance and repairs of the Computer System. The technology configuration is frequently subject to change due to technology and service advancement, as updated in the Confidential Operations Manual. Franchisee acknowledges that Franchisor may require Franchisee to update the Computer System or implement another point of sale system or Computer System in the future as implemented and updated in the Confidential Operations Manual.

12.6 Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, records and tax returns of Franchisee for the previous three fiscal years. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum. If the audit or any other inspection should reveal that Franchisee has not spent two percent (2%) of its monthly Gross Sales on Local Advertising or if the inspection discloses an underpayment of three percent (3%) or more of the amount due for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7 Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Swim School including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

13. STANDARDS OF OPERATION

13.1 Authorized Products, Services and Suppliers

13.1.1 Franchisee acknowledges that the reputation and goodwill of the System is based in large part on offering high quality products and services to its customers. Accordingly, Franchisee shall provide or offer for sale or use at the Franchised Swim School only those supplies, signs, equipment and other items and services that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. Franchisor will from time to time provide you with a list of these Approved Supplies. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). Franchisor will from time to time provide you with a list of the Approved Suppliers. Franchisee shall not offer for sale, sell or provide through the Franchised Swim School or from the Approved Location any products or services that Franchisor has not approved. Franchisor may, in the exercise of its business judgment, enter into supply contracts either for all Swim Schools or a subset of Swim Schools situated within one or more geographic region(s) (each, a "system-wide supply contract"). Franchisor may enter into system-wide supply contracts with one or more vendors or products, services or equipment that all Franchised Swim Schools in a geographic area will be required to purchase, use or sell. If Franchisor does so, then immediately upon notification to Franchisee, Franchisee and all other franchised swim schools in the geographic area must purchase the specified product, service or equipment only from the designated supplier. However, if at the time of the notification to Franchisee, Franchisee is already a party to a non-terminable supply contract with another vendor or supplier for the product, service or equipment, then Franchisee's obligation to purchase from the designated supplier under the system-wide supply contract will not begin until the scheduled expiration (or earlier termination) of the pre-existing contract. Franchisor makes no representation that Franchisor will enter into any system-wide supply contracts or other exclusive supply arrangements or, if Franchisor does so, that Franchisee would not otherwise be able to purchase the same products and/or services at a lower price from another supplier. Franchisor may add to, modify, substitute or discontinue system-wide supply contracts or exclusive supply arrangements in the exercise of Franchisor's business judgment.

13.1.2 Franchisor shall provide Franchisee, in the Confidential Operations Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any products or services that Franchisor has not approved (for products and services that require supplier approval), Franchisor shall direct Franchisee to have the service or product and/or supplier evaluated by an independent agency to determine whether the service or product complies with Franchisor's standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all of the expenses for such independent evaluation (as disclosed in the Confidential Operations Manual) of each product or supply that Franchisee seeks to implement in the System. Franchisor will decide within thirty (30) days after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Franchisor's failure to respond to Franchisee within thirty (30) days after receiving the required information from Franchisee will be deemed to be a denial of the proposed supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.1.3 Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or

supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor.

13.1.4 Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.3 and shall not create any rights in Franchisee to provide the same products or services.

13.1.5 Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of suppliers. Franchisee shall have no entitlement to or interest in any such benefits.

13.2 Appearance and Condition of the Franchised Swim School

Franchisee shall maintain the Franchised Swim School and the Approved Location in “like new” condition, and shall repair or replace equipment, fixtures, supplies, inventory and signage as necessary to comply with the health and safety standards and specifications of Franchisor, the Confidential Operations Manual, and Franchisee’s landlord and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

13.3 Ownership and Management

The Franchised Swim School shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Swim School. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisor shall have the right to require the Designated Manager to attend additional training of up to five (5) days per year at times and locations Franchisor determines. Franchisee shall be responsible for all costs associated with such additional training, including tuition, travel, meals, lodging, and other expenses. Franchisee and Designated Manager must not engage in any business or other activities that will conflict with its obligations under this Agreement.

13.4 Days of Operation

Franchisee shall keep the Franchised Swim School open for business during normal business hours on the days as agreed upon by Franchisor and Franchisee, but will meet the minimum standards as set forth in the Confidential Operations Manual. Franchisee shall not close the Franchised Swim School for a period in excess of five (5) days without prior written approval from Franchisor. Time is of the essence.

13.5 Personnel

Franchisee shall maintain competent and conscientious personnel to operate the Franchised Swim School in accordance with this Agreement and the Confidential Operations Manual. Franchisee shall train or cause the training of all personnel as and when required by prudent business practices, System standards or this Agreement. Franchisee must conduct criminal background checks and child abuse registry checks on all of its employees or independent contractors who will provide swim instruction to students or work anywhere children may be present. Franchisee shall hire all employees of the Franchised Swim School and be exclusively responsible for the terms of their employment and compensation and the proper training of such employees in the operation of the

Franchised Swim School, human resources and customer relations. Franchisee is exclusively and solely responsible for determining the essential terms and conditions of employment for each of Franchisee's employees. Franchisee will be exclusively and solely responsible for recruiting and hiring the personnel that Franchisee employs to operate the Franchised Swim School. Franchisee shall be responsible for the employees' training, wages, taxes, benefits, safety, work schedules, work conditions, assignments, discipline and termination, and for compliance with all workplace related laws. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or its affiliates. Franchisor will have no right or obligation to direct Franchisee's employees or to operate the Franchised Business. Franchisor does not have direct or indirect control of – or the right or authority to control – the Franchisee's day-to-day operations or employment related decisions. In order to protect the System, Franchisee shall endeavor to employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of the Franchise System and, while on duty, comply with the dress attire, personal appearance and standards set forth in the Confidential Operations Manual. In order to protect the System, Franchisee shall use its best efforts to ensure that its employees maintain a neat and clean appearance and render competent and courteous service to all customers and fellow employees of the Franchised Swim School. Franchisee may not knowingly recruit or hire any person who is or was an employee of Franchisor or any other swim school operated by us, an affiliate, or another franchisee for one year from the last day of such employee's employment, without obtaining the employer's consent, which consent may be withheld for any reason. If Franchisee hires a person who was an employee of Franchisor or any other swim school operated by us, an affiliate, or another franchisee in violation of this section, Franchisee shall pay to Franchisor or the former employer, as liquidated damages and not a penalty, the sum of two times the annual salary or wages of the former employee. Likewise, Franchisor may not recruit or hire any person who is or was an employee of Franchisee for six months from the last day of such employee's employment without obtaining Franchisee's consent, which consent may be withheld for any reason. At Franchisor's request, Franchisee must provide Franchisor with copies of employment materials or independent contractor agreements relating to each of Franchisee's employees, including, but not limited to, employment or other application materials and the results of criminal background checks and child abuse registry checks. All costs associated with Franchisee's performance of its obligations under this Section shall be the sole responsibility of Franchisee.

13.6 Contributions and Donations

In order to protect the Marks, Franchisee must obtain Franchisor's prior written consent before making any contributions or donations of items, services or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization). Franchisor may withhold any such consent in its sole and absolute discretion.

13.7 Licenses and Permits

This Agreement is expressly conditioned upon Franchisee's ability to secure and maintain, at Franchisee's sole cost and expense, any and all required state, county, city and/or local licenses required for the construction and operation of the Franchised Swim School (collectively "Licenses"). After Franchisee has secured the required Licenses, Franchisee shall thereafter comply with all applicable laws and regulations pertaining to the development, construction and operation of the Franchised Swim School. If operations pursuant to this Agreement or the Confidential Operations Manual are suspended or prohibited for more than 30 consecutive days as a result of Franchisee's failure to comply with applicable laws and regulations relating to any License, then Franchisor may, in its sole discretion, terminate this Agreement upon 10 days prior written notice to you. Franchisee must operate the Franchised Swim School in full compliance with all applicable laws, ordinances and regulations. Franchisee must notify Franchisor in writing immediately upon (a) the commencement of any legal or administrative action, or the issuance of an order of any court, agency or other governmental instrumentality that may adversely affect the development, occupancy or operation of the Franchised Swim School or Franchisee's financial condition; or (b) the

delivery of any notice of violation or alleged violation of any law, ordinance or regulation, including those related to health, safety, or operation of a the Franchised Swim School. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Swim School. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Swim School.

13.8 Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Swim School, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Swim School not more than five (5) days after notice of such commencement or issuance. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.9 Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Swim School. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Swim School. The Franchised Swim School shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint, Franchisor has the right to intervene and satisfy the customer. Franchisor has the right to terminate this Agreement for violation of this Section. Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer of the Franchised Swim School pursuant to this Section.

13.10 Uniforms

Franchisee shall abide by any uniform or dress code requirements stated in the Confidential Operations Manual or otherwise. Uniforms, if required, must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

13.11 Vending Machines

Franchisee shall not install or use at the Franchised Swim School any vending machines, amusement devices, jukeboxes, video machines or other similar devices without first securing Franchisor's written approval.

13.12 Credit Cards

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard, American Express and such other credit card issuers as Franchisor may designate, from time to time, to enable the Franchised Swim School to accept such methods of payment from its customers. Franchisee shall also accept debit cards, stored value gift cards or other non-cash payment systems specified by Franchisor to enable customers to purchase authorized products and services. Franchisee shall obtain all necessary hardware and/or software used in connection with these non-cash payment

systems. At all times, Franchisee shall maintain credit card relationships with the credit and debit card issuers or sponsors, check or credit verification services, financial center services, and electronic funds transfer systems (together, "Credit Card Vendors") that Franchisor designates as mandatory. The term Credit Card Vendors includes among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet"). Franchisee may not use any Credit Card Vendors that Franchisor has not approved in writing or for which Franchisor has revoked approval. Franchisor has the right to modify the requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke approval of any such service provider. Franchisee must sign a Gift Card Participation Agreement if required to designate a vendor or to establish procedures for administering the gift card program. Franchisee must comply with Franchisor's credit card policies, including minimum purchase requirements for a customer's use of a credit card as prescribed in the Confidential Operations Manual. Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify. Among other things, Franchisee agrees to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards. Franchisee must demonstrate compliance upon reasonable request, which may include having an independent third party Qualified Security Assessor (QSA) conduct a PCI/DSS audit. In the event Franchisee is unable to demonstrate full compliance, Franchisor may require that Franchisee engages the services of an approved supplier to assist you on an ongoing basis. Having a secure managed firewall that meets Franchisor's system standards is one part of the current requirement. Franchisee will be required to enter into a contractual relationship directly with an approved managed firewall supplier.

13.13 E-Mail

Franchisor shall designate and maintain Franchisee's e-mail address and account for communicating with Franchisor and all marketing, notification information, contact information, and communication. Franchisee may not change its e-mail address, except by prior written consent of Franchisor. Franchisor will determine in its sole discretion those officers, directors and employees of Franchisee who will have an e-mail address and account using Franchisor's e-mail system or domain.

13.14 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Swim School. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all products and services provided as part of the System.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1 General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters and other methods with respect to planning, opening and operating the Franchised Swim School. Franchisor shall not charge for this service, however, Franchisor retains the right to refuse or charge a fee for this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating Goldfish Swim Schools and an analysis of costs and prices charged for competitive products and services. Because enhancing the Franchise System's competitive position and consumer

acceptance for the Franchise System's products and services is a paramount goal of Franchisor and the Franchise System's franchisees, and because this objective is consistent with the long-term interest of the Franchise System overall, Franchisor may exercise rights with respect to the pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which Franchisee may charge customers for the products and/or services offered and sold at the Franchised Swim School; recommending retail prices; advertising specific retail prices for some or all products or services sold by the Franchised Swim School, which prices Franchisee will be compelled to observe; engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your retail prices (such as "buy one, get one free"); and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which the Franchised Swim School may charge the public for the products and services offered. Franchisor may engage in any such activity either periodically or throughout the term of this Agreement. Further, Franchisor may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchisees and not others. Franchisee acknowledges and agrees that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your Franchised Swim School and Franchisee irrevocably waives any and all claims arising from or related to our prescription or suggestion of your Franchise Store's retail prices. Franchisee acknowledges that Franchisor shall have the sole right to determine the prices to be charged for products sold through the Goldfish Swim School Internet site, including products sold to persons identified as customers of the Franchised Swim School.

14.2 Periodic Visits

Franchisor or Franchisor's representative shall make periodic visits, which may be announced or unannounced, to the Franchised Swim School for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Swim School. During such periodic visits, Franchisor or Franchisor's representatives have the right at any reasonable time, and without prior notice to: (a) inspect the Franchised Swim School; (b) observe, photograph, video tape, and/or audio tape the operations at the Franchised Swim School; (c) remove samples of products, materials, or supplies for testing and analysis; and (d) interview personnel and customers of the Franchised Swim School. Franchisor and Franchisor's representatives who visit the Franchised Swim School will prepare, for the benefit of both Franchisor and Franchisee, a written report detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Swim School. A copy of any such written report shall be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor within 14 days of Franchisee's receipt of the written report from Franchisor, with time being of the essence. Franchisee agrees to cooperate fully with such activities. If Franchisee, for any reason, fails to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and to charge you a reasonable fee for our expenses in so acting, payable by Franchisee immediately upon demand, in the same manner as Franchisee pays Royalty.

15. INSURANCE

15.1 Types and Amounts of Coverage

At its sole expense, Franchisee shall procure prior to the time that the following risks attach to Franchisee, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional named insured or loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. Franchisor may require more coverage or additional coverages from time to time in

Franchisor's sole and absolute discretion. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1 special form property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Swim School and all tenants improvements and betterments on a 100% replacement cost basis without coinsurance. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2 workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Swim School is located and employer liability coverage with a minimum limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) or, if higher, the statutory minimum limit as required by state law;

15.1.3 comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Swim School, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate or, if higher, the statutory minimum limit required by state law, including professional liability for non-bodily injury and sexual molestation and child abuse coverage. Such coverage shall also include contractual liability insurance for the indemnification obligations of this agreement; Franchisor shall be named as an additional named insured on a primary and noncontributory basis;

15.1.4 business interruption insurance in amounts and with terms acceptable to Franchisor including loss of income and extra expense on a 12 month actual loss sustained basis without coinsurance;

15.1.5 automobile liability insurance for owned or hired and non-owned auto, with a combined single limit of at least ONE MILLION DOLLARS (\$1,000,000.00) or, if higher, the statutory minimum limit required by state law;

15.1.6 an umbrella with a minimum limit amount of \$2,000,000;

15.1.7 such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.3;

15.1.8 employment practices liability insurance with a minimum limit amount of \$500,000, including coverage for, without limitation, sexual harassment, discrimination, wrongful termination, breach of employment contract, negligent evaluation, failure to employ or promote, wrongful discipline, deprivation of career opportunity, and wrongful infliction of emotional distress; and

15.1.9 registered participant accident coverage with a minimum limit of \$25,000 per person occurrence.

15.2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3 Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an “A” Rating Classification as indicated in the latest issue of A.M. Best’s Key Rating Guide. Although A.M. Best groups “A” and “A-” in the same classification, Franchisor demands an “A” rating.

15.4 Evidence of Coverage

Franchisee’s obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee’s performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide, annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days’ prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1 Termination by Franchisee

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

16.2 Termination by Franchisor

16.2.1 Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

16.2.1.1 fails to timely select an approved site for or establish, equip and commence operations of the Franchised Swim School pursuant to Section 5;

16.2.1.2 made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.3 is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Swim School;

16.2.1.4 after notice to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Swim School;

16.2.1.5 discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information;

16.2.1.6 if required by Franchisor, fails to have any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

16.2.1.7 abandons, fails or refuses to actively operate the Franchised Swim School for five (5) or more consecutive days (unless the Franchised Swim School has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Swim School following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable;

16.2.1.8 surrenders or transfers control of the operation of the Franchised Swim School without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.1.9 fails to maintain the Franchised Swim School under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

16.2.1.10 submits to Franchisor on three (3) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.11 is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;

16.2.1.12 misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.13 fails on three (3) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Marketing Fund Contribution, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.1.14 fails on three (3) or more separate occasions within any period of twelve (12) consecutive months to comply with any marketing, specification, standard, or operating procedure prescribed in the Confidential Operations Manual or otherwise prescribed in writing;

16.2.1.15 violates any health or safety law, ordinance or regulation, or operates the Franchised Swim School in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.1.16 engages in any activity exclusively reserved to Franchisor;

16.2.1.17 fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

16.2.1.18 repeatedly breaches this Agreement and/or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Confidential Operations Manual, whether or not previous breaches or failures are cured; or

16.2.1.19 defaults under any other agreement between Franchisor and Franchisee or an affiliate of Franchisee, such that Franchisor has the right to terminate such agreement or such agreement automatically terminates; provided however, if Franchisee or an affiliate of Franchisee has entered into an Area Development Agreement with Franchisor and Franchisee or an affiliate of Franchisee fails to perform under the terms of that Area Development Agreement, such default of the Area Development Agreement shall not be considered a default of this Agreement.

16.2.2 Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

16.2.2.1 within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor;

16.2.2.2 within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 15 of this Agreement; or

16.2.2.3 within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Confidential Operations Manual or otherwise prescribed in writing; or

16.2.2.4 within thirty (30) days of receiving notice of Franchisee's failure to have its Designated Manager satisfactorily complete any training program pursuant to Section 8; or

16.2.2.5 within thirty (30) days of receiving notice that Franchisee's Designated Manager is no longer an approved Designated Manager, Franchisee fails to obtain the services of a Designated Manager who is approved by Franchisor; or

16.2.2.6 within thirty (30) days of receiving notice of Franchisee's failure to furnish Franchisor with evidence that all employees and the Designated Manager have obtained and/or maintained active CPR, life guard and first aid certifications pursuant to Section 5.6.1.5; or

16.2.2.7 within ten (10) days of receiving notice of Franchisee's failure to adequately investigate any allegations of misconduct or abuse alleged by a child and/or child's parent(s) in a competent and prompt manner;

16.2.2.8 within thirty (30) days that a holder of a legal or beneficial interest in Franchisee is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Swim School, unless Franchisee takes action to remove the holder of legal or beneficial interest in Franchisee.

16.3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.4 Right of Franchisor to Discontinue Services to Franchisee

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16.2.2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any products or services for which Franchisor is an Approved Supplier to Franchisee, until such time as Franchisee corrects the breach.

16.5 Right of Franchisor to Operate Franchised Swim School

Following the delivery of a notice of termination pursuant to Section 16.2.2, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Swim School until such time as Franchisee corrects the breach. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS (\$600.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs in relation to the management of the Franchised Swim School, including without limitation, travel expenses, room and board expenses, and related expenses for Franchisor to perform these management functions.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1 immediately cease to operate the Franchised Swim School and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2 cease to use the Trade Secrets, Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

17.1.3 take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name "Goldfish Swim School®" or any other Mark, and Franchisee shall furnish Franchisor with evidence

satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.4 pay all sums owing to Franchisor and any Affiliate. In the event of termination for any default of Franchisee, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees with respect to litigation, arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, loss of future Royalty Fee payments incurred by Franchisor as result of any early termination of this Agreement, and any other amounts due to Franchisor or any Affiliate;

17.1.5 pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.6 immediately return to Franchisor the Confidential Operations Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Swim School (all of which are acknowledged to be Franchisor's property);

17.1.7 assign, pursuant to the Telephone Number Assignment form attached to this Agreement as Exhibit 8, all telephone listings and numbers for the Franchised Swim School to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor;

17.1.8 comply with all other applicable provisions of this Agreement; and

17.1.9 completely de-identify the Approved Location so that any and all indicia of affiliation with Franchisor is removed, including without limitation, removing the pools, filter systems, pool water pumps, and water systems from the Approved Location, return all trademarked items to Franchisor, provide to Franchisor all confidential information.

If Franchisor exercises its option to acquire the real estate associated with Franchised Swim School, either through purchase pursuant to the Real Estate Option to Purchase or by assuming the lease pursuant to the Conditional Assignment of Lease, Franchisor may purchase all or some of the assets used in connection with the Franchised Swim School's operation. The purchase price for each asset acquired shall be equal to the fair market value of the Franchised Swim School's tangible property. Further, if Franchisor exercises its option to acquire the Franchised Swim School, Franchisor shall have the immediate right to occupy the premises and require Franchisee to vacate. Franchisee grants Franchisor an option to acquire all rights and assume all obligations remaining under any equipment leases. This option shall be exercised in the same manner that Franchisor is required to exercise its option as to the real estate, with possession to be transferred at the time possession of the real estate is transferred. In light of the poor market for used equipment, any equipment leases assumed by Franchisor, if it exercises its option, have a fair market value of \$0.00.

If the fair market value of any assets Franchisor elects to acquire cannot be agreed upon between the parties within 30 days following the termination or expiration without renewal of this Agreement, Franchisor shall select and pay for the services of a qualified appraiser to establish the fair market value thereof, and a copy of said appraisal will be provided to Franchisee. If the value is not agreed to by the parties within 10 days after Franchisee's receipt of the appraisal, Franchisee shall select and pay for the services of a qualified appraiser to appraise the property within 15 days after the expiration of such 10 day period. Franchisee shall provide Franchisor with a copy of its appraisal. If the value of all of the property is still not agreed to within 10 days after the receipt of that appraisal from Franchisee, the 2 appraisers shall select a third appraiser within the 15 days thereafter whose determination of fair market value

as to the property to which a value has not yet been agreed to shall be final and binding. The cost of the third appraiser shall be paid equally by Franchisor and Franchisee. The parties shall close the purchase of the assets within 120 days of the date of determination of the fair market value of such assets.

17.2 Post-Termination Covenant Not to Compete

17.2.1 Franchisee acknowledges that the restrictive covenants contained in this Section and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.2.1.1 to protect the Trade Secrets and other Confidential Information of Franchisor;

17.2.1.2 to induce Franchisor to grant a Franchise to Franchisee; and

17.2.1.3 to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

17.2.2 Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

17.2.2.1 own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within a twenty-five (25) mile radius of the Approved Location or within the Area of Primary Responsibility (whichever is greater), or (b) within a twenty-five (25) mile radius of the location of any other Goldfish Swim School in existence at the time of termination or expiration; or

17.2.2.2 solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor.

17.2.3 In furtherance of this Section, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2.

17.3 Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Confidential Operations Manuals or Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1 or 17.2. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor

may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.4 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Swim School including leasehold improvements, equipment, supplies and other inventory. The purchase price shall be equal to the assets' fair market value as agreed upon by the parties. If the fair market value of any assets Franchisor elects to acquire cannot be agreed upon between the parties within 30 days following the termination or expiration without renewal of this Agreement, the process to determine the fair market value under this section will be identical to the process described in section 17.1.9 above.

17.5 Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

17.6 Loss of Future Royalties

If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the lesser of (a) three (3) times the total of all Royalty Fee payments for preceding twelve (12) calendar months preceding Franchisee's default or (b) the Royalties due to Franchisor for the remaining term of this Agreement, using the average Royalty Fee paid by Franchisee in the preceding twelve (12) calendar months preceding Franchisee's default multiplied by the number of months remaining in the Term of this Agreement. The parties agree that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and agree that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have including attorneys' fees and costs.

18. TRANSFERABILITY OF INTEREST

18.1 Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

18.2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Swim School, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1 Franchisee has complied with the requirements set forth in Section 19;

18.2.2 all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Swim School, are fully paid and satisfied;

18.2.3 Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4 the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Swim School;

18.2.5 the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current franchise agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

18.2.6 the transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.7 Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.8 Franchisee, or the transferee, has paid to Franchisor a transfer fee in an amount equal to fifty percent (50%) of the then-existing initial franchise fee for new franchisees;

18.2.9 the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by Franchisor;

18.2.10 Franchisee has agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the transferee, if required by Franchisor;

18.2.11 the transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.12 Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

18.2.13 the transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Swim School; and

18.2.14 the transferee agrees to furnish evidence that all employees and the Designated Manager have obtained CPR, life guard and first aid certifications.

18.3 Transfer to a Controlled Entity

18.3.1 If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1 the Controlled Entity is newly organized and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Swim School;

18.3.1.2 Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3 all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2.8;

18.3.1.4 the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Swim School. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5 all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.1.6 each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor

that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

18.3.1.7 copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

18.3.2 The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.3 Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Swim School, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4 Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Swim School or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Swim School by an intended transferee identified by Franchisee.

18.5 For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor which shall not be unreasonably withheld, place in, on or upon the location of the Franchised Swim School, or in any communication media, any form of advertising relating to the sale of the Franchised Swim School or the rights granted hereunder.

18.6 Transfer by Death or Incapacity

18.6.1 Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Swim School or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such one hundred eighty (180) day period, the Franchised Swim School must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

18.6.2 Following such a death or Incapacity of such person as described in this Section 18.6, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Swim School until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS (\$600.00) per day, and Franchisor shall be

entitled to reimbursement of any expenses Franchisor incurs in relation to the management of the Franchised Swim School, including without limitation, travel expenses, room and board expenses, and related expenses for Franchisor to perform these management functions.

19. RIGHT OF FIRST REFUSAL

19.1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity pursuant to Section 18.6) the Franchised Swim School (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a bona fide, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2 Franchisor's Right to Purchase

Unless the proposed sale or transfer is to an member of the immediate family of a holder of a legal or beneficial interest in Franchisee, Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

19.3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

19.4 Sales or Transfers to Family Excepted

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Swim School (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owners') family, then the terms and conditions of this Section 19 shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to family pursuant to this Section.

20. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee.

21. RELATIONSHIP AND INDEMNIFICATION

21.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, fiduciary, legal representative, joint venturer, partner, employee, servant, independent contractor of Franchisor, joint employer, or other special relationship between the parties for any purpose whatsoever. No agency, employment, or partnership is created or implied by the terms of this Agreement, and Franchisee may not represent or imply or hold itself out to third parties that Franchisee is an agent, fiduciary, legal representative, joint venture, partner, employee, servant, independent contractor, joint employer, or other special relationship of or with Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed, to state or imply that Franchisor is Franchisee's employer or the employer of Franchisee's employees and or independent contractors, nor vice versa. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Swim School operating the Franchised Swim School pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Swim School. Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone. None of Franchisee's employees will be considered Franchisor's employees. Neither Franchisee nor any of its employees whose compensation Franchisee pays may in any way, directly or indirectly, expressly or by implication, be construed to be Franchisor's employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any local, state, or federal government agency. Franchisor shall not have the power to hire or fire Franchisee's employees. Franchisee expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to certify certain of Franchisee's employees for qualification to perform certain functions for the Franchised Swim School does not directly or indirectly vest in Franchisor the power to hire, fire, or control such employee. Franchisee acknowledges and agrees, and will never contend otherwise, that Franchisee alone will exercise day-to-day control over all operations, activities and elements of the Franchised Swim School and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the Franchise System which Franchisee is required to comply with under this Agreement, whether set forth in the Confidential Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Swim School, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising its control of the day-to-day operations of the Franchised Swim School. Except as expressly provided in this Agreement, Franchisor may not control or have access to Franchisee's funds or the expenditure of

Franchisee's funds or in any other way exercise dominion or control over the Franchised Swim School. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or in behalf of the other party, or represent that the relationship between Franchisor and Franchisee is other than that of franchisor and franchisee. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by Franchisee which are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to Franchisee's operation of the Franchised Swim School. Franchisee shall have no right or power to, and shall not, bind or obligate us or our affiliates in any way or manner, nor represent that Franchisee has any right to do so. Franchisee is an independent contractor, and Franchisee is solely responsible for all aspects of the development and operation of the Franchised Swim School, subject only to the conditions and covenants established by this Agreement. Without limiting the generality of the foregoing, Franchisee acknowledges that Franchisor has no responsibility to ensure that the Franchised Swim School is developed and operated in compliance with all applicable laws, ordinances, and regulations and that Franchisor shall have no liability in the event the development or operation of the Franchised Swim School violates any law, ordinance, or regulation. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by Franchisor. In all public records, in relationships with others, and on letterhead and business forms, electronic communications, bulletins and posters to Franchisee's employees, paychecks, checks, and other communications to customers, Franchisee shall indicate that Franchisee is solely a franchisee of Franchisor.

21.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3 Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnitees") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees, costs of investigation, expert fees and disbursements and all other costs of investigation, arbitration and/or litigation, court costs, settlement amounts, judgments, compensation for damages to the Franchisor's reputation and goodwill, costs of or resulting from delays, travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Franchisor Indemnitee's attorneys and/or experts), financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's (a) ownership or operation of the Franchised Swim School; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (d) defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Swim School, including any negligent or intentional acts; (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or

any misuse of the Trade Secrets or other Confidential Information, (g) violation of any federal, state, or local labor and employment law for acts or omissions of Franchisee or Franchisee's employees; or (h) any cybersecurity breaches or violations of any Privacy Laws. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

21.4 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnitee. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Franchisor has the right, at any time it considers appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions Franchisor considers expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation if, in Franchisor's sole judgment, there are reasonable grounds to do so. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

22. GENERAL CONDITIONS AND PROVISIONS

22.1 Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement. In no event may Franchisee make any claim for money damages based upon any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval under this Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of set off, counterclaim, or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions consistent with the terms of this Agreement.

22.2 Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7 and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated. Franchisor's right to seek injunctive relief will not affect the parties' waiver

of jury trial and covenant to arbitrate all disputes in accordance with Section 23.7. Franchisor's rights herein shall include pursuing injunctive relief through arbitration or in state or federal court.

22.3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

Goldfish Swim School Franchising LLC
Attn: President
390 Park Street
Suite 250
Birmingham, Michigan 48009

22.4 Cost of Enforcement or Defense

If Franchisor or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

22.5 Unlimited Guaranty and Assumption of Obligations

Franchisee's obligations under this Franchise Agreement shall be personally guaranteed by individuals who meet our financial requirements. All holders of a legal or beneficial interest in Franchisee shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as Exhibit 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7 Entire Agreement

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within Franchisor's Goldfish Swim School Franchising LLC Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or

contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties. Nothing in this Agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

22.8 Severability and Modification

22.8.1 Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.8.2 Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.9 Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

22.11 Timing

Time is of the essence. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14 Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

22.16 Compliance with Laws

Franchisee shall comply with all requirements of applicable federal, state, or local rules, regulations, statutes, laws, and ordinances, including without limitation, any and all applicable health and sanitary standards prescribed by any governmental authority, all building, zoning, or other property limitations, Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, Affordable Care Act, Occupational Safety and Health Act, Title VII of the Civil Rights Act, Age Discrimination in Employment Act, and Employee Retirement Income Security Act.

23. DISPUTE RESOLUTION

23.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency. The parties agree, however, that if Franchisee's Approved Location is not in Michigan and if you are not a resident of the state of Michigan, the Michigan Franchise Investment Law shall not apply to this transaction, the relationship between Franchisor and Franchisee or this Agreement.

23.2 Consent to Jurisdiction

Any action brought by either party except those claims required to be submitted to arbitration, shall only be brought in the appropriate state court located in or serving Oakland County, Michigan. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

23.3 Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4 Limitations of Claims

Any claim concerning the Franchised Swim School or this Agreement or any related agreement will be barred unless an action for a claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

23.5 Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's contract damages shall not exceed and shall be limited to refund of Franchisee's Franchise Fee and Royalty Fees.

23.6 Waiver of Jury Trial

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

23.7 Arbitration

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims relating to the ownership of any and all intellectual property rights, including, but not limited to, Franchisor's Marks, copyrights or the unauthorized use or disclosure of Franchisor's Confidential Information, covenants against competition and other claims for injunctive relief, or amounts owed by Franchisee to Franchisor, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties, shall be settled by binding arbitration conducted in Oakland County, Michigan, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator agreed upon by the parties or otherwise appointed by the District Court for the State of Michigan and located in Oakland County, Michigan. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Franchisee agrees that it will not file any arbitration claim as a class action, seek class action status, or permit its claim to be joined or made part of any class action filed by another. Franchisee further agrees that it will not file or join in any consolidated arbitration.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

24. ACKNOWLEDGMENTS

24.1 Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen (14) calendar-days prior to the date on which this Agreement was executed, the Disclosure Document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

24.2 Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so. Franchisee further acknowledges he or she has conducted an independent investigation of the business franchised pursuant to this agreement and recognizes the business venture contemplated by this agreement involves the normal business risks associated with beginning a new business. Franchisee acknowledges that it is entering into this Agreement based upon its own investigation and not as a result of any representations about Franchisor made by Franchisor's shareholders, members, officers, directors, employees, agents, representatives, independent contractors, or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to Franchisee pursuant to applicable law.

24.3 True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4 Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a Goldfish Swim School involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5 No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Swim School. Franchisee represents and acknowledges that there have been no representations by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Uniform Franchise Disclosure Document or this Agreement. Specifically, Franchisee acknowledges that the only financial performance information Franchisor furnished is set forth in Item 19 of the Franchise Disclosure Document; that no officer, director, member, employee, agent, representative or independent contractor of Franchisor is authorized to furnish Franchisee with any other financial performance information; that if they nevertheless do, Franchisee will not rely on any such financial performance information given to Franchisee by any such individual; and that if any such individual attempts to or actually does give Franchisee any such financial performance information in contravention of this provision, Franchisee will immediately communicate such activity to Franchisor. For the purpose of this Agreement, "financial performance information" means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised swim schools.

24.6 No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

24.7 Other Agreements

Franchisee acknowledges that Franchisor intends to enter into agreements with other franchisees that may contain certain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations do not affect the duties of the parties to this Agreement to comply with the terms of this Agreement. Franchisee further acknowledges that because uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right to materially vary our standards or franchise agreement terms for any Franchised Swim School, based upon the timing of the grant of the franchise, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which Franchisor considers important to the successful operation of the Franchise System. Franchisee has no right to require Franchisor to disclose any variation or to grant the same or a similar variation to Franchisee.

24.8 Other Acknowledgements

Franchisee has carefully considered the nature and extent of the restrictions upon Franchisee set forth in this Agreement (including without limitation, the covenants not to compete, confidentiality restrictions and the restrictions on assignment) and the rights and remedies conferred upon Franchisee and Franchisor under this Agreement. Such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to Franchisor and the Franchise System; (c) are fully required to protect Franchisor's legitimate business interests; and (d) do not confer benefits upon Franchisor that are disproportionate to Franchisee's detriment. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on Franchisee, since Franchisee has other considerable skills, experience and education which afford Franchisee the opportunity to derive income from other endeavors.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

GOLDFISH SWIM SCHOOL FRANCHISING LLC:

FRANCHISEE: _____

By: _____

By: _____

Name printed: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[or , if an individual

Signed: _____

Name Printed: _____

Date: _____

EXHIBIT 1 TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____ by _____, (“RELEASOR”) an individual/corporation/limited liability company/partnership with a principal address of _____, in consideration of:

_____ the execution by Goldfish Swim School Franchising LLC, a Michigan limited liability company (“RELEASEE”), of a successor Franchise Agreement or other renewal documents renewing the franchise (the “Franchise”) granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the “Franchise Agreement”) between RELEASOR and RELEASEE; or

_____ RELEASEE’S consent to RELEASOR’S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE’S consent to RELEASOR’S assumption of rights and duties under the Franchise Agreement; or

_____ RELEASEE’S refund of fifty percent (50%) of the Franchise Fee RELEASOR paid to RELEASEE,

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE’S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE’S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR’S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR: _____
(type/print name)

By: _____ Date: _____

Name: _____

Title: _____
(or, if an individual)

Signed: _____ Date: _____

Name printed: _____

ACKNOWLEDGMENT

State of _____)
) ss
County of _____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ (title) of _____ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission expires:

(NOTARIAL SEAL)

**EXHIBIT 2 TO THE FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-COMPETITION AGREEMENT
(Employee)**

This "Agreement" made as of the ____ day of _____, 20____, is by and between _____, ("Franchisee") (d/b/a a Goldfish Swim School Franchise) and _____ ("Individual").

WITNESSETH:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20____ ("Franchise Agreement") by and between Franchisee and Goldfish Swim School Franchising LLC ("Goldfish" or "Company"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers (or grants franchises or licenses to others to operate a business that offers) swim instruction to children the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Goldfish Swim Schools that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means, without limitation, business practices; copyrighted materials; trademarks; patents; applications; trade secrets; trade dress;

instructional materials; descriptions of Goldfish's products and services; proposed products and services; computer software and hardware utilized by the Franchise System and all information contained on such computer hardware and software; Customer Data such as, without limitation, all data collected from customers and potential customers in connection with the Franchised Swim School; advertising materials; business plans; swim programs; swim curriculum and training manuals; employee compensation plans; identities of suppliers, customers and prospective customers; all specifications, sources of supply (or prospective sources) and all information pertaining to same (including wholesale pricing structures, contents of sourcing agreements and identity of suppliers), all procedures, systems, techniques and activities employed by Goldfish or Franchisee in the offer and sale of products and/or services at or from the Franchised Swim School; prices and pricing policies; financial data; computer programs and software; floor plans; development schedules; development plans; systems; operations and procedures; Confidential Operations Manual; Franchisee's final plans for construction, build-out, design, renovation, décor, equipment, signage, furniture, fixtures, and trade dress of the Franchised Swim School; and all other information provided to Franchisee from Franchisor, technical and non-technical information used in or related to Goldfish Swim Schools and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information delivered by Franchisee or Goldfish. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisee or Goldfish to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a Goldfish Swim School.

3. Non-Competition

a) During the term of Individual's relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual's relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's service mark "Goldfish Swim School®" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with Goldfish Swim Schools or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of Goldfish Swim Schools.

b) During the term of Individual's relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within the United States without the express written consent of Franchisor, and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business (a) within a twenty-five (25) mile radius of the Approved Location or within the Area of Primary Responsibility (whichever is greater), or (b) within a twenty-five (25) mile radius of the location of any other Goldfish Swim School in existence at the time of termination or expiration, without the express written consent of Franchisor.

c) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisee, Company or any other Goldfish Swim School to compete against, or terminate or modify his, her or its employment or business relationship with, Franchisee, Company or any other Goldfish Swim School.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Oakland County, Michigan. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

l) Franchisee shall enforce this Agreement and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information in violation of this Agreement. Franchisee shall vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of this Agreement. Franchisee acknowledges Franchisor's right, to be exercised as Franchisor alone determines, to enforce for itself the terms of this Agreement. If Franchisor prosecutes such Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete, Franchisee shall indemnify and hold Franchisor harmless from any and all losses and expenses as provided in this Agreement.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

Dated: _____

Dated: _____

FRANCHISEE:

By: _____

Its: _____

INDIVIDUAL:

Signature: _____

Name Printed: _____

EXHIBIT 2 TO THE FRANCHISE AGREEMENT

NONDISCLOSURE AND NON-COMPETITION AGREEMENT

(Owner)

This "Agreement" made as of the ____ day of _____, 20____, is by and between Goldfish Swim School Franchising, LLC ("Company") and _____ ("Individual"), equity owner of _____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20____ ("Franchise Agreement") by and between Franchisee and Goldfish Swim School Franchising LLC ("Company"); and

WHEREAS, Franchisee and the Company has provided Individual with access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Individual is an equity owner of Franchisee; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers (or grants franchises or licenses to others to operate a business that offers) swim instruction to children the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Goldfish Swim Schools that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement “Confidential Information” means technical and non-technical information used in or related to Goldfish Swim Schools and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified or labeled as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as “Trade Secrets” or “Confidential Information” shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee’s providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual’s obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual’s relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual’s obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a Goldfish Swim School.

3. Non-Competition

a) During the term of Individual’s relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual’s relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company’s service mark “Goldfish Swim School®” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with Goldfish Swim Schools or the Company’s uniform standards, methods, procedures and specifications for the establishment and operation of Goldfish Swim Schools.

b) During the term of Individual's relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within the United States without the express written consent of Franchisor, and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business (a) within a twenty-five (25) mile radius of the Approved Location or within the Area of Primary Responsibility (whichever is greater), or (b) within a twenty-five (25) mile radius of the location of any other Goldfish Swim School in existence at the time of termination or expiration, without the express written consent of Franchisor.

c) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisee, Company or any other Goldfish Swim School to compete against, or terminate or modify his, her or its employment or business relationship with, Franchisee, Company or any other Goldfish Swim School.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Oakland County, Michigan. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise

by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

COMPANY:

Dated: _____

By: _____

Christopher McCuiston

Its: _____

FRANCHISEE:

Dated: _____

Signature: _____

Name Printed: _____

Its: _____

INDIVIDUAL:

Dated: _____

Signature: _____

Name Printed: _____

EXHIBIT 3 TO THE FRANCHISE AGREEMENT

UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20____, by _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated _____ herewith (“Agreement”) by Goldfish Swim School Franchising LLC (“Franchisor”), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ (“Franchisee”) shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee’s breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7 and 17 of the Agreement. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) its direct and immediate liability under this Guaranty shall be joint and several; (b) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor’s death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor’s estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor’s death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Michigan (without giving effect to principles of conflicts of law).

Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Courts of the State of Michigan and the United States District Court located in or serving Oakland County, Michigan and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or any of the other Franchising Agreements or in any way connected with or related or incidental to the dealings of Guarantor and Franchisor in respect of this Guaranty or any of the other Franchising Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Franchisee and Franchisor or the conduct of any such persons in connection with this Guaranty, the other Franchising Agreements or otherwise shall be heard only in the courts described above (except that Franchisor shall have the right to bring any action or proceeding against Guarantor or his or her property in the courts of any other jurisdiction which Franchisor deems necessary or appropriate in order to realize on any collateral at any time granted by Franchisee or Guarantor to Franchisor or to otherwise enforce its rights against Guarantor or his or her property).

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

PERSONAL GUARANTOR

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Personally and Individually (Signature)

Date: _____

Date: _____

HOME ADDRESS

HOME ADDRESS

TELEPHONE NO.: _____

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____%

IN FRANCHISEE: _____%

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Date: _____

HOME ADDRESS

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____%

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Date: _____

HOME ADDRESS

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____%

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Date: _____

HOME ADDRESS

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____%

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Date: _____

HOME ADDRESS

TELEPHONE NO.: _____

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____%

**EXHIBIT 4 TO THE FRANCHISE AGREEMENT
 HOLDERS OF LEGAL OR BENEFICIAL INTEREST
 IN FRANCHISEE; OFFICERS; DIRECTORS**

Franchisee and its Owners

This form must be completed by Franchisee (“you”) if you have multiple owners or if you or your franchised business is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on its truth and accuracy in awarding the franchise to you.

Form of Owner. You are a (check one):

- (a) General Partnership []
- (b) Corporation []
- (c) Limited Partnership []
- (d) Limited Liability Company []
- (e) Other []

Specify:

You are formed under the laws of _____.

Business Entity. You were incorporated or formed on _____, 20____ under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company or partnership name. The following is a list of all persons and contact information who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions and the holders of legal or beneficial interest are listed below:

Holders of Legal or Beneficial Interest:

Name: _____
 Position/Title: _____
 Home Address: _____

 Telephone No.: _____
 E-mail address: _____
 Percentage of ownership: _____ %

Name: _____
 Position/Title: _____
 Home Address: _____

 Telephone No.: _____
 E-mail address: _____
 Percentage of ownership _____ %

Name: _____
 Position/Title: _____
 Home Address: _____

 Telephone No.: _____
 E-mail address: _____
 Percentage of ownership: _____ %

Name: _____
 Position/Title: _____
 Home Address: _____

 Telephone No.: _____
 E-mail address: _____
 Percentage of ownership _____ %

Name: _____
 Position/Title: _____
 Home Address: _____

Name: _____
 Position/Title: _____
 Home Address: _____

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Telephone No.: _____
E-mail address: _____
Percentage of ownership _____%

Officers and Directors:

Name: _____
Position/Title: _____
Home Address: _____

Name: _____
Position/Title: _____
Home Address: _____

Telephone No.: _____
E-mail address: _____

Telephone No.: _____
E-mail address: _____

Name: _____
Position/Title: _____
Home Address: _____

Name: _____
Position/Title: _____
Home Address: _____

Telephone No.: _____
E-mail address: _____

Telephone No.: _____
E-mail address: _____

Governing Documents. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.) of _____.

Assumed Name. You are authorized to operate your franchised swim school as “Goldfish Swim School of _____” and shall file all appropriate Certificates of Assumed names with the proper regulatory agency in your state.

This Appendix “4” is current and complete as of _____, 20____.

FRANCHISEE

By: _____
Its: _____
Date: _____

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDA

**ADDENDUM TO THE FRANCHISE AGREEMENT
GOLDFISH SWIM SCHOOL FRANCHISING LLC**

FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to this ____ day of _____, 20____, is by and between Goldfish Swim School Franchising LLC and _____
_____.

1. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for Goldfish Swim School Franchising LLC is amended as follows:

- The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 4.2 and 16.
- Section 16.2.1.14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
- Section 17.2 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.
- The Franchise Agreement requires litigation to be conducted in a court located in Oakland County, Michigan. This provision might not be enforceable for any cause of action arising under California law.
- The Franchise Agreement requires application of the laws of the state of Michigan, with certain restrictions. This provision might not be enforceable under California law.
- The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- Section 23.7 requires binding arbitration. The arbitration will occur at the forum indicated in Section 23.7, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

2. Section 3.5 and Section 12.6 are amended to provide that the highest interest rate allowed under California law is ten percent (10%) per annum.

3. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:
By: _____
Title: _____
Date: _____

Franchisee: _____
By: _____
Title: _____
Date: _____

FOR THE STATE OF CONNECTICUT

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, _____, between Goldfish Swim School Franchising LLC and _____ (“Franchisee”) to amend and revise said Franchise Agreement as follows:

1. Section 3.1, “Franchise Fee,” is amended to delete the following:
 - The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Sections 5.2, 5.5 and 8.3.
2. Section 8, “Training and Assistance,” is amended by the addition of the following language to the original language that appears therein:
 - “The required training shall commence no more than sixty (60) days after execution of this Agreement.”
3. The “Training and Assistance” Section is amended by the deletion of the following language to the original language that appears therein:
 - Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor’s receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities).
4. Section 9 “Confidential Operations Manual” is amended by the addition of the following language to the original language that appears therein:
 - “Franchisor shall provide the Confidential Operations Manual to the Franchisee no later than thirty (30) days after execution of this Agreement.”
5. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Connecticut Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE STATE OF HAWAII

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____.

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Franchise Agreement for Goldfish Swim School Franchising LLC is amended as follows:

- The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement, and more specifically Sections 4.2, 16 and 18.2 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.
- Sections 4.2.9, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise and Sections 5.2, 5.5 and 8.3 require Franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law.
- Section 16.2.1.14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20____, is by and between Goldfish Swim School Franchising LLC and _____.

1. In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for Goldfish Swim School Franchising LLC is amended as follows:

- Sections 4.2, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 are amended to add:
No general release shall be required as a condition of renewal or transfer or as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705.
- Sections 16, 17 and 23 are amended to add:
The conditions under which the Franchise Agreement can be terminated and Franchisee’s rights upon termination or non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20.
- Sections 23.1 and 23.2 are amended to add:
The Franchise Agreement will be governed by Illinois law. Jurisdiction and venue for court litigations shall be in Illinois. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.
- Section 23.4 is amended to add:
No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that the Franchisee may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.
- Section 23.6 is deleted in its entirety.

2. Any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:	Franchisee: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____

1. In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, IC 23-2.2.7 and the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement for Goldfish Swim School Franchising LLC is amended as follows:

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 do not provide for a prospective general release of claims against Franchisor that may be subject to the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.
- Section 16 is amended to prohibit unlawful unilateral termination of a Franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
- Section 17.2 is amended subject to Indiana Code 23-2-2.7-1(9) to provide that post-term non-competitor covenants shall have a geographical limitation of the territory granted to Franchisee.
- Section 21.3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.
- Section 23.1 is amended to provide that, in the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2.5, and the Indiana Deceptive Franchise Practices Law will prevail.
- Section 23.2 is amended to provide that Franchisee may commence litigation in Indiana for any cause of action under Indiana law.
- Section 23.7 is amended to provide that arbitration between Franchisor and Franchisee, shall be conducted at a mutually agreed upon location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC: _____ Franchisee: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

FOR THE STATE OF MARYLAND

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____.

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for Goldfish Swim School Franchising LLC is amended as follows:

- Sections 4.2.9, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise and Sections 5.2, 5.5 and 8.3 require Franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise; such release shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.
- Section 16.2.1.14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
- Sections 23.2 and 23.7 require litigation or arbitration to be conducted in the State of Michigan; provided, however, that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- Section 23.4 is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

2. All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

- Sections 4 and 16 are amended to add that with respect to Franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law that requires, except in certain specified cases, that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement.
- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
- Section 6 is amended to add that as required by Minnesota Franchise Act, Goldfish Swim School Franchising LLC will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by Goldfish Swim School Franchising LLC, and so long as Goldfish Swim School Franchising LLC is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
- Section 23.4 is amended to state that any claim concerning the Franchised Swim School or this Agreement or any related agreement will be barred unless an arbitration or an action for a claim that cannot be the subject of arbitration is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.
- Section 23.5 is deleted in its entirety.
- Section 23.6 is deleted in its entirety.
- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. However, Franchisor may seek such relief through the court system with or without a bond as determined by a court. Minn. Rule Part 2860.4400J prohibits Franchisee from waiving its rights to a jury trial or waiving its rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. To the extent that the Franchise Agreement requires Franchisee to waive these rights, the Franchise Agreement will be considered amended to the extent necessary to comply with the Minnesota Rule.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

By: _____

Title: _____

Date: _____

Franchisee: _____

By: _____

Title: _____

Date: _____

FOR THE STATE OF NEW YORK

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____.

1. In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Franchise Agreement for Goldfish Swim School Franchising LLC is amended as follows:

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, transfer, or receiving a refund of a portion of the Franchise Fee following termination of the Franchise; such release shall exclude claims arising under the General Business Laws.
- Under Section 18.1, Franchisor shall not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform Franchisor’s obligations under the Franchise Agreement, in Franchisor’s good faith judgment, so long as it remains subject to the General Business Laws of the State of New York.
- Section 21.3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee’s reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.
- Section 23.1 requires that the Franchise be governed by the laws of the state Franchisor’s principal business is then located, such a requirement will not be considered a waiver of any right conferred upon Franchisee by Article 33 of the General Business Laws.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

By: _____

Title: _____

Date: _____

Franchisee: _____

By: _____

Title: _____

Date: _____

FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____.

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et seq.* Such provisions in the Agreement are hereby amended as follows:

- Under Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6, the execution of a general release upon renewal, transfer, or as a condition of receipt of a refund of a portion of the Franchise Fee following termination, shall be inapplicable to Franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law.
- Section 7 is amended to add that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.
- Sections 17.1.5 and 17.1.6 are amended to state:

If Franchisor or Franchisee is required to enforce this Agreement via judicial or arbitration proceedings, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and legal fees in connection with such proceeding.

- Section 17.2 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- Section 23.1 is amended to state that in the event of a conflict of laws, North Dakota Law shall prevail.
- Section 23.2 is amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law.
- Section 23.4 is amended to state that the statute of limitations under North Dakota Law shall apply.
- Sections 23.5 and 23.6 are deleted in their entirety.
- Section 23.7 is amended to state that arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____
_____.

1. In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, the Franchise Agreement for Goldfish Swim School Franchising LLC is amended as follows:

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, transfer, or receipt of a refund of a portion of the Franchise Fee following termination of the Franchise; such release shall exclude claims arising under The Rhode Island Franchise Investment Act.
- Sections 23.1, 23.2 and 23.7 are amended to state that restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

By: _____

Title: _____

Date: _____

Franchisee: _____

By: _____

Title: _____

Date: _____

FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____
_____ to amend and revise said Franchise Agreement as follows:

- Section 16.2.1.14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
- Section 16.2.1.22 of the Franchise Agreement will not be applicable to the Franchise Agreement signed by the Virginia franchisee entering into the attached agreement.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR THE STATE OF WASHINGTON

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____.

1. In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev. Code §§19.100.010 – 19.100.940, the Franchise Agreement for Goldfish Swim School Franchising LLC is amended as follows:

- The Washington Franchise Investment Protection Act provides rights to Franchisee concerning non-renewal and termination of the Franchise Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.
- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, transfer, or receipt of a refund of a portion of the Franchise Fee following termination of the Franchise; such release shall exclude claims arising under the Washington Franchise Investment Protection Act.
- Section 23.1 requires that the Franchise be governed by the laws of the State of Michigan; such a requirement may be unenforceable in the event of a conflict with the Washington Franchise Investment Protection Act. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
- Sections 23.2 and 23.7 require litigation or arbitration to be conducted in the State of Michigan; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.
- Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or restrict or limit rights or remedies available to a franchisee under the Act, such as a waiver of the right to a jury trial, may not be enforceable.
- Transfer fees are collectable to the extent that they reflect Franchisor’s reasonable estimated or actual costs in effecting a transfer.
- In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

Franchisee: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

FOR THE STATE OF WISCONSIN

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Goldfish Swim School Franchising LLC and _____
_____ to amend and revise said Franchise Agreement as follows:

1. The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Sec. 135.01-135.07 shall supersede any conflicting terms of the Franchise Agreement.

2. This provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Goldfish Swim School Franchising LLC:

By: _____

Title: _____

Date: _____

Franchisee: _____

By: _____

Title: _____

Date: _____

EXHIBIT 6 TO THE FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF LEASE

THIS AGREEMENT is made and entered into between Goldfish Swim School Franchising, LLC, a Michigan corporation (“GOLDFISH”), located at 390 Park Street, Suite 250, Birmingham, MI 48009 and _____ located at _____, (“Franchisee”).

WHEREAS, GOLDFISH and Franchisee have executed a Franchise Agreement on the ____ day of _____, 20____ (“Franchise Agreement”) for the establishment of a GOLDFISH Franchised Swim School to be operated pursuant to GOLDFISH’s Marks as that term is defined in the Franchise Agreement.

WHEREAS, the Franchise Agreement requires the execution of this Conditional Assignment of Lease if the real estate for the facility through which a Franchised Swim School is operated is leased by the Franchisee;

WHEREAS, Franchisee proposes to enter into a real estate lease for the facility through which a Franchised Swim School is operated pursuant to the Franchise Agreement with _____ (“Landlord”), which lease is dated the ____ day of _____, 20____, a copy of which is attached hereto (as Exhibit “A”) and which is incorporated herein by reference (hereinafter referred to as the “Real Estate Lease”).

NOW THEREFORE, it is hereby agreed as follows:

1. **Conditional Assignment.** Franchisee hereby assigns to GOLDFISH all of Franchisee’s right, title, and interest in and to the Real Estate Lease, including any and all rights or options of Franchisee to extend, renew, or purchase the leased property through a right of first refusal or otherwise, such assignment to become effective upon the occurrence of either of the following:

A. **Termination of Franchise Agreement.** Upon termination or expiration without renewal of the Franchise Agreement, GOLDFISH shall have the option to accept the assignment of the Real Estate Lease pursuant to this Agreement by giving the notice prescribed by this Conditional Assignment of Lease, in which case it is agreed the Real Estate Lease shall remain in effect as to GOLDFISH.

B. **Termination of Real Estate Lease.** Upon termination of the Real Estate Lease as to Franchisee or termination of Franchisee’s possession rights under the Real Estate Lease, whether by Franchisee’s default under the Real Estate Lease or otherwise, GOLDFISH shall have the option to accept the assignment of the Real Estate Lease pursuant to this Agreement by giving the notice prescribed by this Conditional Assignment of Lease, in which case it is agreed the Real Estate Lease shall remain in effect as to GOLDFISH.

C. **Franchisee Right to Assign.** At Franchisee’s discretion, Franchisee may assign the Real Estate Lease to GOLDFISH, and GOLDFISH may accept such assignment, at any time.

If any of the events occur that could give rise to GOLDFISH’s exercise of its option to exercise its right to accept assignment of the Real Estate Lease and GOLDFISH chooses not to exercise its option to accept assignment of the Real Estate Lease, GOLDFISH nevertheless has the authority to enter the facility through which a Franchised Swim School is operated for the purpose of removing any GOLDFISH Marks, material containing GOLDFISH’s Marks, inventory or other property owned by GOLDFISH customers and in the possession of or stored in the facility through which the Franchised Swim School is operated and remove such materials in order to protect the Marks,

goodwill of the System, and customer relationships. Landlord shall make the facility through which a Franchised Swim School is operated available to GOLDFISH immediately upon notice from GOLDFISH.

2. **Effect of Assignment.** Upon GOLDFISH's exercise of its option to take the above-described assignment:

A. Franchisee shall be relieved from any further liability under the provisions of the Real Estate Lease and the Real Estate Lease shall be terminated as to Franchisee; provided; however, that Franchisee shall remain liable for any amounts owing, or any other default occurring, prior to the effective date of assignment.

B. GOLDFISH shall succeed to all of Franchisee's rights, options, and obligations under the Real Estate Lease commencing with the effective date of the assignment and shall have the right to transfer or assign the Real Estate Lease to another GOLDFISH® Franchisee without the need to seek consent from the Landlord. GOLDFISH's transfer to another GOLDFISH® Franchisee relieves GOLDFISH from any further liability under the Real Estate Lease.

3. **Notice of Franchisee's Default.**

A. **Landlord's Notice.** Landlord shall provide GOLDFISH notice of any default under the Real Estate Lease. GOLDFISH shall have the option (but not obligation) to cure any default should Franchisee fail to cure the default within the period in which Franchisee has to cure the default. At the expiration of Franchisee's period in which Franchisee has to cure any default, GOLDFISH shall then have fifteen (15) days in which to make its decision to cure. GOLDFISH may cure Franchisee's default without exercising its option to accept assignment of the Real Estate Lease and, in such event, Landlord agrees to accept GOLDFISH's cure as if made timely by Franchisee. Landlord shall give GOLDFISH written notice at least thirty (30) days prior to the termination of the Real Estate Lease, expiration without renewal, or date of re-entry or repossession. GOLDFISH shall have thirty (30) days after written notice from Landlord to exercise this option to accept assignment of the Real Estate Lease. GOLDFISH may exercise its option to accept assignment of the Real Estate Lease by written notice to the Landlord, and the assignment shall be effective upon the termination of the Real Estate Lease as to Franchisee.

B. **GOLDFISH's Notice.** GOLDFISH shall give Landlord copies of any or all notices of termination given to Franchisee pursuant to the Franchise Agreement, and if GOLDFISH desires to exercise its option to accept the assignment of the Lease in the event of Franchisee's failure to cure the default of the Franchise Agreement, GOLDFISH shall provide Landlord with a written notice on or before the date of termination of the Franchise Agreement. It is hereby agreed that Landlord may rely solely upon the written notice received from GOLDFISH as to the termination or expiration without renewal of the Franchise Agreement, and Franchisee hereby releases the Landlord from any liability for relying upon such notice and shall hold the Landlord harmless from any and all liability to Lessee for any action Landlord may take in such reliance.

4. **Notice.** Notice required by this Agreement shall be sent by overnight, certified or registered mail to GOLDFISH at the following address:

Goldfish Swim School Franchising, LLC
390 Park Street
Suite 250
Birmingham, MI 48009

with a copy to (which shall not be deemed notice):

Mark J. Burzych
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, Michigan 48864

Notice required by this Agreement shall be sent to Franchisee at the following address:

Notice required by this Agreement shall be sent to Landlord at the following address:

Notice shall be deemed effective on the date received, and regardless of whether the notice is signed for by the recipient, notice shall be deemed received two (2) business days after mailing. Parties may change the notice address by providing written notice to the other parties of a change in such notice address.

5. **Execution of the Documents.** Franchisee hereby agrees to execute any and all documents requested by GOLDFISH in order to fully exercise any of the rights under the Real Estate Lease or this Conditional Assignment of Lease. If Franchisee shall not have executed any such document within the three (3) days after having been so requested by GOLDFISH, Franchisee hereby appoints any member or officer of GOLDFISH as its attorney-in-fact with the full right and power to execute any and all such documents.

6. **Renewal, Extension or Amendment.** Any renewal or extension of the Real Estate Lease, or any amendment to this Agreement or the Real Estate Lease of any type, can only be made by a writing executed by all three (3) parties to this Agreement.

7. **Indemnification.** Franchisee shall indemnify and hold GOLDFISH harmless from any and all liability that GOLDFISH may incur after the effective date of the assignment of the Real Estate Lease arising under the terms of that Real Estate Lease from Franchisee’s acts or omissions occurring prior to the effective date of the assignment, excluding only any liability prior to the assignment that GOLDFISH agrees in writing to assume and from which GOLDFISH agrees to hold Franchisee harmless.

8. **Miscellaneous.**

A. **Use of Real Estate.** Landlord hereby agrees to and acknowledges Franchisee’s right to use and display GOLDFISH’s Trademarks as that term is used in the Franchise Agreement, subject only to any limitations imposed by GOLDFISH and any local, state or federal law. Landlord agrees that it will not limit Franchisee’s right to use GOLDFISH’s Trademarks. Landlord further agrees to and acknowledges that the real estate subject to the Real Estate Lease shall be used solely for the operation of a GOLDFISH franchise. Landlord agrees to notify GOLDFISH in the event that Franchisee begins to use real estate in any other manner and Landlord shall consider such use as an event of default.

B. **Applicable Law.** This Agreement shall be construed according to the laws of the state in which the premises are located. If any provision, or portion of a provision, of this Agreement is or shall become in

conflict with any applicable law, then the applicable law shall govern and such provision or portion of a provision shall be automatically deleted and shall not be effective to the extent that it is not in accordance with applicable law. However, the remaining terms and conditions of this Agreement shall remain in full force and effect and no provision shall be deemed dependent upon any other provision unless otherwise expressed in this Agreement.

C. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the parties, except for: (i) the provisions of the Real Estate Lease which are incorporated herein, and (ii) as between GOLDFISH and Franchisee, the provisions of the Franchise Agreement and related agreements. The parties agree that all representations which have been made by other parties that in any way are to be given effect herein are set forth in this Agreement and the above-referenced documents.

D. **New Real Estate Lease.** It is hereby agreed that if the Real Estate Lease is terminated or expires without renewal, and the Franchisee and Landlord enter into a new lease arrangement, any such new real estate lease shall be deemed to be the Real Estate Lease for purposes of this Conditional Assignment of Lease thereby making it fully applicable to the new lease.

E. **Option to Purchase.** In the event Franchisee purchases the real estate, Franchisee agrees to execute the Real Estate Option to Purchase in the form then prescribed by GOLDFISH.

F. **Disputes.** Any dispute between the parties regarding this Conditional Assignment of Lease, and any claim by either party that cannot be amicably settled, shall be determined solely and exclusively by arbitration under the then applicable Commercial Arbitration Rules of the American Arbitration Association consistent with the Franchise Agreement.

This Conditional Assignment of Lease is executed this ____ day of _____, 20__.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

Date: _____

By: _____

Christopher McCuiston

Its: President

FRANCHISEE

Date: _____

By: _____

Its: _____

LANDLORD'S CONSENT

The undersigned Landlord hereby consents and agrees to the foregoing Conditional Assignment of Lease between Goldfish Swim School Franchising, LLC ("GOLDFISH") and _____ ("Franchisee").

Dated: _____

LANDLORD

By: _____

Its: _____

STATE OF _____)
)ss
COUNTY OF _____)

Subscribed and sworn to by the above named _____ and _____ on this ____ day of _____, 20____.

_____, Notary Public
_____, County
My Commission Expires: _____

EXHIBIT 7 TO THE FRANCHISE AGREEMENT

REAL ESTATE OPTION TO PURCHASE

THIS AGREEMENT is entered into between Goldfish Swim School Franchising, LLC, a Michigan limited liability company, located at 390 Park Street, Suite 250, Birmingham, MI 48009 (hereinafter referred to as “Goldfish”) and _____ located at _____ (hereinafter referred to as “Franchisee”).

WHEREAS, Franchisee and Goldfish have entered into a Franchise Agreement by which Franchisee acquired the right to establish and operate a “Goldfish Swim School®” using the Marks and Goldfish’s System as those terms are defined in the Franchise Agreement, which Agreement is dated the ____ day of _____, 20__ (hereinafter referred to as the “Franchise Agreement”);

WHEREAS, the Franchise Agreement requires that Goldfish approve the location for the Franchise Store to be established pursuant to the above referenced Franchise Agreement, that approval being conditioned upon the execution of this Real Estate Option to Purchase in the event Franchisee owns or controls the real estate;

WHEREAS, Franchisee seeks Goldfish’s approval for particular real estate.

NOW THEREFORE, it is hereby agreed as follows:

1. **Option.** Franchisee hereby grants to Goldfish the option to purchase the real estate described in Exhibit “A” (and hereinafter referred to as the “Real Estate”) upon the expiration without renewal or termination of the Franchise Agreement. Any transfer, renewal, extension, or amendment of the Franchise Agreement shall not affect this Option Agreement unless expressly provided. The terms of the Option rights are as follows:

A. **Exercise of Option.** Within fifteen (15) days following the termination or expiration without renewal of the Franchise Agreement as provided for in the Franchise Agreement, Goldfish may notify Franchisee in writing of its intention to exercise this option to purchase the Real Estate, and which notice shall constitute an agreement to purchase the Real Estate conditioned upon Goldfish obtaining any necessary financing and the Real Estate being inspected for environmental law compliance. The closing of the sale shall occur as soon as all documentation and other matters have been completed, including obtaining any necessary financing and environmental inspections, but in any event not later than one hundred twenty (120) days after the date upon which the fair market value of the Real Estate is established, as provided in Paragraph B below, unless the parties hereto agree to a later closing date.

B. **Fair Market Value.** The parties will attempt to agree upon a fair price for the purchase of the Real Estate, but upon failing to do so within thirty (30) days from the date of the exercise of this option by Goldfish, Goldfish shall select and pay for the services of a qualified appraiser to establish the fair market value of the Real Estate, and a copy of that appraisal shall be provided to Franchisee. Within ten (10) days after Franchisee receives the written appraisal, Franchisee shall advise Goldfish, in writing, as to whether Franchisee accepts the appraisal. If the appraisal is acceptable to both Goldfish and Franchisee, then the amount stated therein shall be the purchase price. If Franchisee rejects the value stated in the appraisal, then Franchisee must notify Goldfish of its rejection within the ten (10) day period (failing to so notify shall be deemed to be an acceptance) and thereafter Franchisee shall select and pay for the services of a qualified appraiser to appraise the value of the property within fifteen (15) days thereafter. Franchisee shall provide Goldfish with a copy of the appraisal so obtained, within thirty (30) days after its rejection of the appraisal obtained by Goldfish. If Goldfish accepts the value stated therein, then the amount stated therein shall be the purchase price. If Goldfish rejects the value stated in this appraisal, then two

(2) appraisers shall select a third appraiser within the fifteen (15) days thereafter, whose determination of fair market value as to the property shall be final and binding on the parties. The cost of the third appraiser shall be paid equally by both Goldfish and the Franchisee.

C. **Possession.** Upon receipt of Goldfish's notice that it is exercising the option to purchase, Franchisee shall immediately vacate the premises and transfer possession of premises to Goldfish. From the date of possession to the date of closing, Goldfish shall pay on or before Friday of each week a per diem rate equal to .002 of the assessed value on the property, with the final adjustment to be made at closing at a per diem rate equal to .002 of the purchase price for the Real Estate. All utilities and taxes shall be prorated as of the date of possession. Taxes shall be deemed to cover the calendar year in which the taxes became a lien. Taxes that become a lien in years prior to the year of closing shall be paid by Franchisee without proration. Taxes that become a lien in the year of closing shall be prorated so that the Franchisee shall be charged with taxes from the first of the year to closing date and Goldfish shall be charged with taxes for the balance of the year. If any bill for taxes proratable under this provision has not yet been issued, the corresponding tax bill for the last previous year shall be substituted therefore and used in proration. Franchisee shall provide an owner's policy of title insurance without exceptions covering the Real Estate at Franchisee's expense, or at Goldfish's option, a complete abstract showing marketable title, together with a 10-year tax history, tax lien search, and financing statements search, all certified to the date of the transfer of possession to Goldfish, the cost of the abstract to be paid by Franchisee. Franchisee shall maintain insurance on the Real Estate to the date of closing, with Goldfish becoming responsible for insuring the property beginning with the date of closing.

2. **Miscellaneous.**

A. **Applicable Law.** This Agreement shall be construed according to the laws of the state in which the Real Estate is located.

B. **Integration.** This Agreement, together with the Franchise Agreement, and any addendums that are attached hereto and are executed on the date hereof which are hereby incorporated herein, contain all of the terms and conditions agreed upon by the parties. No promises or representations have been made by Goldfish other than herein set forth. No modifications of the terms of this Agreement shall be valid unless made in writing and executed by both Goldfish and the Franchisee.

C. **Arbitration.** Any dispute between the parties, and any claim by either party that cannot be amicably settled, shall be determined solely and exclusively by arbitration as provided for in the Franchise Agreement.

This Agreement is executed this ____ day of _____, 20____.

Signed in the presence of:

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

By: _____

Its: _____

Date: _____

FRANCHISEE

By: _____

Its: _____

Date: _____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ (if a corporation, to me known to be the _____ of that Corporation).

_____, Notary Public

County
My Commission Expires: _____

When recorded, return to Goldfish Swim School Franchising, LLC at 390 Park Street, Suite 250, Birmingham, MI 48009.

Drafted by: Mark J. Burzych
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, Michigan 48864

EXHIBIT 8 TO THE FRANCHISE AGREEMENT

TELEPHONE NUMBER ASSIGNMENT

THIS ASSIGNMENT is made and entered into by and between Goldfish Swim School Franchising, LLC, (“Goldfish”) a Michigan limited liability company with its principal place of business located at 390 Park Street, Suite 250, Birmingham, MI 48009, and _____ located at _____ hereinafter referred to as (“Franchisee”).

WHEREAS, Franchisee has obtained a franchise from Goldfish for the operation of a "Goldfish®" Franchised Swim School using Goldfish’s Marks and System as those terms are used in a Franchise Agreement dated the ____ day of _____, 20__ (hereinafter referred to as the “Franchise Agreement”);

WHEREAS, in consideration of Goldfish granting the franchise to Franchisee, Franchisee agreed in the Franchise Agreement to execute an assignment to Goldfish of its telephone number upon the termination or expiration without renewal of the Franchise Agreement, or transfer of the Franchise Agreement;

NOW THEREFORE, it is hereby agreed as follows:

1. **Telephone Information.**

Franchisee represents and warrants that the telephone number(s) set forth in the attached Exhibit “A,” from time to time, shall constitute all of the telephone numbers to be used in its advertising and marketing of its “Goldfish®” Franchised Swim School licensed by the above-referenced Franchise Agreement. It is hereby agreed that this assignment covers not only the telephone numbers set forth in Exhibit “A,” but also any other telephone number used by Franchisee in its advertising or marketing of its “Goldfish®” Franchised Swim School.

2. **Assignment.**

Franchisee hereby assigns to Goldfish all of its right, title and interest in and to the telephone numbers described above in Paragraph 1 effective upon the expiration without renewal or termination of the Franchise Agreement.

3. **Consent.**

Franchisee hereby consents and authorizes any and all telephone companies, telephone directory services, and other public or private business containing, using, or authorizing any of the telephone numbers described above in Paragraph 1 to immediately recognize this assignment upon receipt of written notice from Goldfish. Such companies and services shall construe this Assignment as Franchisee’s immediate cancellation and surrender of the numbers in Exhibit A, thereby permitting the immediate re-assignment of the numbers by said companies and services to Goldfish. A copy of this Assignment, certified by an officer of Goldfish, is agreed to be as valid and binding as the original.

4. **Notice.**

Goldfish shall give notice of its acceptance of the assignment of the telephone numbers pursuant to this agreement by either delivering them personally or sending them by first class, certified or registered mail with postage fully paid and depositing them in a depository of the United States Postal Service. Notices shall be given to Franchisee and to all other telephone companies and other businesses who are to recognize the assignment. All

notices to Franchisee shall be addressed to the address indicated in this Agreement, or to any subsequent address of which Goldfish is notified in writing and shall be effective on the date sent by Goldfish. Any notice delivered by mail in the manner set forth above shall be deemed delivered and received two (2) days after mailing.

5. **Cooperation**

Franchisee shall cooperate with Goldfish, including but not limited to, executing any and all documents reasonably necessary to effectuate this Assignment, and to cause the telephone company or companies to recognize this Assignment. Upon Franchisee's failure to sign any required documents within two (2) business days of Notice, Franchisee hereby appoints Goldfish as its lawful attorney-in-fact to sign on Franchisee's behalf any and all documents necessary to effectuate the assignment of the telephone numbers listed in Exhibit "A" to Goldfish. This power, coupled with an interest, is given as security for the rights and privileges given to Franchisee under the Franchise Agreement by Goldfish.

6. **Proration**

All telephone charges, including charges for classified advertising in the telephone directory, shall be prorated as of the time of Assignment, with Franchisee paying for all charges prior to the effectiveness of the assignment, and Goldfish paying for all charges incurred thereafter.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the ____ day of _____, 20__.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

By: _____
Its: _____
Date: _____

[FRANCHISEE]

By: _____
Its: _____
Date: _____

EXHIBIT 9 TO THE FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

Goldfish Swim School Franchising, LLC
Automatic Debit of Amount Due to Franchisor

Franchised Swim School: _____

I, authorized officer of the Franchised Swim School, authorize Goldfish Swim School Franchising, LLC (referred to as “Franchisor”) to debit every month from Franchised Swim School’s bank account, the amount of Royalty and Marketing Fund fees due to the Franchisor based on Gross Sales of the above referenced Franchised Swim School for the preceding month, and all other fees due to Franchisor at any time. I also authorize Goldfish Swim School Franchising, LLC to debit the Franchised Swim School’s account for any other fees associated with the Franchised Swim School business, including without limitation, additional training expenses, additional assistance expenses, audit expenses, insurance, transfer fees, relocation assistance, customer service, background checks, substitute or new manager training, ongoing training, enforcement costs, temporary management assistance, or indemnification obligations. I authorize Franchisor to assign part or all of the rights to debit the account identified to a successor or assign.

Franchisee Bank Information

Bank Name	
Bank Address	
Account Name	
Account Number	
ABA Routing Number	

FRANCHISEE:

By: _____
(print name) _____
Its: _____
Date: _____

EXHIBIT 10 TO THE FRANCHISE AGREEMENT

LOCATION EXHIBIT

1. The street address (or detailed description of the premises) of the Approved Location is:

_____.

2. The Designated Area or Area of Primary Responsibility shall be defined by and exist within the following zip codes or other physical, political or natural boundaries:

_____.

3. The map of the Designated Area or Area of Primary Responsibility is attached to this Exhibit.

This Location Exhibit is executed this ____ day of _____, 20__.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

Date: _____

By: _____

Christopher McCuiston

Its: _____
President

FRANCHISEE

Date: _____

By: _____

Its: _____

EXHIBIT 11 TO THE FRANCHISE AGREEMENT

TERM OF THE FRANCHISE AGREEMENT

1. The Effective Date of the Franchise Agreement is: _____.
2. The Date of Opening of the Franchised Swim School is: _____.
3. The Expiration date of the Franchise Agreement is: _____.

This Exhibit 11, Term of the Franchise Agreement is executed this ____ day of _____, 20__.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

Date: _____

By: _____

Christopher McCuiston

Its: _____
President

FRANCHISEE

Date: _____

By: _____

Its: _____

EXHIBIT D

GOLDFISH SWIM SCHOOL FRANCHISING LLC

AREA DEVELOPMENT AGREEMENT

EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT



AREA DEVELOPMENT AGREEMENT

Goldfish Swim School Franchising, LLC
390 Park Street, Suite 250
Birmingham, Michigan 48009
(800) 856-5120
www.goldfishswimschool.com

AREA DEVELOPMENT AGREEMENT

Between

**GOLDFISH SWIM SCHOOL FRANCHISING, LLC
("FRANCHISOR")**

and

("DEVELOPER")

_____, _____

Telephone Number: (____) - _____ - _____

Date: _____

Email: _____

Effective Date

(to be completed by Us)

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AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (“Agreement”) is entered into as of the _____ day of _____, 20__ (“Commencement Date”), by and between GOLDFISH SWIM SCHOOL FRANCHISING, LLC (“Franchisor,” “us” or “we”), a Michigan limited liability company, with its principal place of business located at 390 Park Street, Suite 250, Birmingham, Michigan 48009, and _____ (“Developer”) with its principal place of business located at _____ and its Principals (as defined herein below).

RECITALS

WHEREAS, Franchisor and its Affiliate* have developed, and are in the process of further developing, a System identified by the service mark “Goldfish Swim School®” and relating to the establishment and operation of a swim school that provides specialized quality swim instruction and superior customer service to its clients. The Franchise aims to service local markets by offering group and private swim lessons as well as birthday parties, open swim times, swim clinics and many other aquatic activities to children under the age of nine (9) years old in a fun and colorful environment. The Franchise will also service its clients by offering a snack bar and retail area, referred to as “Goldfish Swim Schools;” and

WHEREAS, in addition to the service mark “Goldfish Swim School®” and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development, design and construction techniques; distinctive interior and exterior design, layout and décor; other strategies, techniques and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to develop a number of Goldfish Swim School locations using the System and the Marks within a specified Territory and within a certain period of time or Development Schedule; and

WHEREAS, Developer desires to develop and operate the number of Goldfish Swim School franchises within the Territory pursuant to the Development Schedule, has applied for the rights to develop the Territory and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments set forth herein, agree as follows:

1. DEFINITIONS

As used in this Agreement the following words and phrases shall have the meanings attributed to them in this Section:

Action - any cause of action, suit, proceeding, claim, demand, investigation or inquiry (whether a formal proceeding or otherwise) asserted or instituted by a third party with respect to which the indemnity described in Section 12 applies.

Affiliate – any business entity that controls, is controlled by, or is under common control with Franchisor.

Agreement - this Area Development Agreement.

*Capitalized terms not otherwise defined are defined in Section 1.

Business Days - Each day except Saturday, Sunday and United States Government legal holidays.

Commencement Date – as specified in Attachment 1.

Competing Business - means any business that offers (or grants franchises or licenses to others to operate a business that offers) swim instruction to children the same as or similar to those provided by Goldfish Swim Schools or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Developer under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Developer owns less than a five percent (5%) legal or beneficial interest.

Confidential Information - means, without limitation, business practices; copyrighted materials; trademarks; patents; applications; trade secrets; trade dress; instructional materials; descriptions of Goldfish’s products and services; proposed products and services; computer software and hardware utilized by the Franchise System and all information contained on such computer hardware and software; Customer Data; advertising materials; business plans; swim programs; swim curriculum and training manuals; employee compensation plans; identities of suppliers, customers and prospective customers; all specifications, sources of supply (or prospective sources) and all information pertaining to same (including wholesale pricing structures, contents of sourcing agreements and identity of suppliers), all procedures, systems, techniques and activities employed by Franchisor or Developer in the offer and sale of products and/or services at or from the Franchised Swim School; prices and pricing policies; financial data; computer programs and software; floor plans; development schedules; development plans; systems; operations and procedures; Confidential Operations Manual; Developer’s final plans for construction, build-out, design, renovation, décor, equipment, signage, furniture, fixtures, and trade dress of the Franchised Swim School; and all other information provided to Developer from Franchisor.

Development Fee - a fee equal to the sum of one hundred percent (100%) of the Initial Franchise Fee (\$50,000) for the first franchised swim school to be developed under the Development Schedule, plus one-half of the Initial Franchise Fee (reduced to \$40,000) for each additional franchised swim school required to be developed thereafter pursuant to the Development Schedule.

Development Materials - a description of the Location, a feasibility study (including, without limitation, demographic data, photographs, maps, artists' renderings, site plans, a copy of the Lease, and documentation indicating your prospects to acquire the Location) and such other information related to the development of the Location as we reasonably request.

Development Schedule - the schedule pursuant to which Developer must develop Franchised swim schools in the Territory (*see*, Section 3.A).

Event of Default - as defined in Section 10.

Franchise Agreement – an agreement pursuant to which Developer constructs and operates a Franchised swim school during the Development Schedule.

Franchised Swim school or Swim school – the Goldfish Swim Schools to be established, developed, and operated by Developer pursuant to this Agreement.

Franchise Fee - an initial per Franchised swim school fee (more fully defined in the Franchise Agreement) paid by Developer to us. The Initial Franchise Fee for the first franchised swim school to be developed under the Development Schedule shall be \$50,000. The Initial Franchise Fee for each subsequent franchised swim school to be developed under the Development Schedule shall be \$40,000.

Location - the proposed Location of the franchised swim school.

Location Consent - written communication from us to Developer notifying Developer that a proposed Location has received our consent.

Losses and Expenses - all claims, causes of action, fines, penalties, liabilities, losses, compensatory, exemplary, statutory or punitive damages, costs of investigation, charges, costs, expenses, lost profits, reasonable fees of attorneys and other engaged professionals including without limitation, experts' fees and disbursements, court costs, settlement amounts, judgments, costs of or resulting from delays, financing, compensation for damage to our reputation and goodwill, costs of or resulting from delays, travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-government entities (including those incurred by Our Indemnitees' attorneys and/or experts), costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described in Section 13.

Material Event of Default - an Event of Default which constitutes a substantial deviation from the performance required.

New Opening Team - a "New Opening Team" consisting of our employees and certain of Developer's employees to whom we have consented which shall perform the functions described in Section 5.

Occupancy Contract - the proposed agreement or document (including, without limitation, any Lease, deed, contract for sale, contract for deed, land contract, management contract, license, or other agreement purporting to grant any right, title, or interest in or to the Location) pursuant to which Developer shall occupy or acquire rights in any Location.

Operator - an individual designated as described in Section 5.B. who shall devote his full time and best efforts to the management and supervision of (i) Developer's duties and obligations hereunder; and (ii) the operation of the Franchised swim schools.

Operations Manuals - the Goldfish Swim School Confidential Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System and protection of the brand, including other operations manuals and all books, computer programs, and password-protected portions of an Internet or intranet site, or other electronic medium on which the confidential Operations Manual and brand protection standards are located.

Our Indemnities - Us, our directors, officers, employees, agents, members, affiliates, successors and assigns, affiliates, subsidiaries, and the respective directors, officers, employees, agents, shareholders, members affiliates and successors and assigns of each.

Other Concepts - Retail, wholesale, or any other type of business involving the production, distribution or sale of products, services, merchandise or other items that do not use one, some or all of the Trademarks or other names or markets but may utilize some part of or similar components of the System pursuant to which a franchised swim school is operated.

Payments - all transfers of funds from you to us, including, without limitation, the Development Fee and reimbursement of expenses.

Permanent Disability - any physical, emotional or mental injury, illness or incapacity which would prevent the afflicted person from performing his obligations hereunder for more than ninety (90) consecutive days as determined by a licensed physician selected by us.

Principal Owner(s) - the persons listed on Attachment 2, who are (and such other persons or entities to whom we shall consent from time to time) the record and beneficial owners of, and have the right to vote their respective interests (collectively one hundred percent (100%)) of your equity interests or the securities or partnership interest of any person or entity designated by us which owns or controls a direct or indirect interest in your equity interests of the Developer.

Project Manager – the person identified in Section 5.C who shall devote his full time and best efforts to the coordination and completion of Franchised swim school construction.

Publicly-Held Entity - a corporation or other entity whose equity securities are (i) registered pursuant to applicable law; (ii) widely held by the public; and (iii) traded on a public securities exchange or over the counter pursuant to applicable law.

Representative - an individual, designated as described in Attachment 1 who (i) owns an equity interest in the Developer and (ii) is authorized to act on behalf of, and bind, Developer with respect to this Agreement.

Security - the capital stock of, partner's interest in, or other equity or voting interest in Developer including such interests issued or created subsequent to the date hereof.

Standards and Specifications - our Standards and Specifications, as amended from time to time by us, in our sole discretion, contained in, and being a part of, the Confidential Information pursuant to which you shall develop and operate the Franchised swim school in the Designated Area.

System - the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of Goldfish Swim Schools.

Term - the duration of this Agreement commencing on the Commencement Date and continuing until the date specified on the Development Schedule for the last Franchised swim school to be opened.

Territorial Expenses - such costs and expenses incurred by or assessed with respect to our (or other described party's) employees, agents and/or Representatives in connection with activities in the Territory which Developer is obligated to pay pursuant to this Agreement including, without limitation, hotel/lodging, transportation and meals, and other related or incidental expenses.

Territory - the geographical area described in Attachment 1; provided, however, the Territory shall not include any enclosed malls, institutions (such as hospitals or schools), airports, airport properties, parks (including theme, entertainment or amusement parks), casinos, military bases and sports arenas otherwise located within the Territory, nor a specifically identified restricted area surrounding any Franchised swim school located within the Territory as of the date of this Agreement nor shall it be deemed to convey any exclusivity with respect to the use of the Trademarks.

Trademarks - certain Trademarks, trade names, trade dress, service marks, emblems and indicia of origin designated by us from time to time for use in connection with the operation of the franchised swim school pursuant to the System in the Designated Area, including, without limitation, "Goldfish Swim School®".

Training Center - the location(s) specified from time to time by us as the Training Center.

Transfer - the sale, assignment, conveyance, license, devise, bequest, pledge, mortgage or other encumbrance, whether direct or indirect, of (i) this Agreement; (ii) any or all of your rights or obligations herein; or (iii) any interest in any equity interest, including the issuance of any new equity interests.

Transferee Owner(s) - the owner of any and all record or beneficial interest in the capital stock of, partner's interest in, or other equity or voting interest in any transferee of a Transfer occurring pursuant to the Terms of Section 8.

Wage Expenses - such wages and/or salaries (including a reasonable allocation of the cost of benefits) of, or with respect to, our (or other described party's) employees, agents and/or Representatives to be reimbursed to us or such party as described herein.

2. DESIGNATED RIGHTS; TERM

A. We grant to Developer the right, and Developer accepts the obligation, subject to the Terms and conditions herein, to develop and operate the number of Swim schools set forth in the Development Schedule (set forth in Attachment 1) as may be approved by us in accordance with its then-current site consent procedures. The Swim schools shall be developed and operated in the Territory pursuant to the System. For so long as no Event of Default has occurred and is continuing and no event has occurred which, with the giving of notice or lapse of time, or both, would constitute an Event of Default, we will neither develop, nor authorize any other person to develop Swim schools in the Territory during the Term. You acknowledge and agree that we and our affiliates have the unrestricted right to operate and franchise others to operate swim schools outside the Territory.

B. We reserve the right to use some parts of or similar components of the System in connection with Other Concepts.

C. We expressly reserve the right, and Developer acknowledges that we have the exclusive unrestricted right, to engage, directly and indirectly, through its employees, developers, franchisees, licensees, agents and others within the Territory, in Other Concepts. Such Other Concepts may compete with Developer directly or indirectly. Developer shall have no rights with respect to Other Concepts.

D. Subject to Sections 3 and 4 hereof, Developer shall exercise the rights granted herein for each Swim school by executing, delivering and otherwise performing pursuant to a Franchise Agreement.

E. Unless sooner terminated as provided herein, this Agreement shall commence on the Commencement Date and continue until the expiration of the Term. This Agreement shall automatically expire on the date specified in Section 3.A. as the opening date for the last Swim school to be opened.

F. Upon any termination or expiration of this Agreement, (i) Developer shall not develop additional Swim schools in the Territory pursuant to this Agreement; provided, however, that Developer may complete development of and/or operate Swim schools under then-existing Franchise Agreements signed by us, subject to the Terms and conditions thereof; and (ii) we may develop, or authorize others to develop, Swim schools in the Territory.

G. The rights granted under this Agreement are limited to the right to develop and operate Swim schools located in the Territory, and do not include (i) any right to sell products or services identified by the Trademarks at any Location or through any other channel or method of distribution, including without limitation, the internet, world wide web or other existing or future form of electronic commerce, other than at Swim schools within the Territory; (ii) any right to sell products and services identified by the Trademarks to any person or entity for resale or further distribution; or (iii) any right to exclude, control or impose conditions on our development or operation of franchised, company or affiliate-owned Swim schools at any time or at any Location outside the Territory. You may not establish a presence on, or market using, the Internet or any social media, such as, without limitation, Facebook, Twitter, Four Square, etc., in connection with any Franchised Swim School without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform

resource locator www.goldfishswimschool.com that provides information about the System and the products and services that Franchisor and its franchisees provide. Franchisor will include at the Goldfish Swim School website an interior page containing information about the Franchised Swim School. If Franchisor includes such information on the Goldfish Swim School website, Franchisor has the right to require you to prepare all or a portion of the page, at your expense, using a template that Franchisor provides. All such information shall be subject to Franchisor's approval prior to posting. Any websites or other modes of electronic commerce that we establish or maintain may – in addition to advertising and promoting products, programs or services available at the franchised swim schools – also be devoted in part to offering franchises for sale and be utilized by Franchisor to exploit the electronic commerce rights we alone reserve in this Agreement. Franchisor retains the sole right to advertise or use the Marks on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us as provided herein. Franchisor retains the sole right to approve any linking to, or other use of, the Goldfish Swim School website. In additions to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, System discussion forums and system-wide communications (among other activities) can be effected. We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us as provided above.

H. This Agreement is not a Franchise Agreement and you have no right to use in any manner the Trademarks by virtue of this Agreement. You have no right under this Agreement to sublicense or subfranchise others to operate a business or Swim school or use the System or Trademarks.

3. **DEVELOPMENT SCHEDULE; LOCATION SELECTION; OCCUPANCY CONTRACT; DEVELOPMENT MATERIALS**

A. Developer shall develop, open, commence operation of and continuously operate pursuant to the respective Franchise Agreements the minimum number of Swim schools in the Territory, pursuant to the Development Schedule as described in Attachment 1 to the Area Development Agreement.

B. Each Swim school and the cumulative number of Swim schools indicated in the Development Schedule shall be **OPEN AND OPERATING** by the date(s) specified therein. Developer shall select a Location that we approve consistent with the applicable Franchise Agreement so that each and every Swim school is OPEN AND OPERATING pursuant to the Development Schedule. Our consent to any Location or execution of a Franchise Agreement shall not waive, extend or modify the Development Schedule. Unless otherwise agreed and approved by us, the Swim schools shall refer to Goldfish Swim School® Swim schools operating pursuant to the System.

If the Developer shall close any Location, whether voluntarily or involuntarily, and whether as a result of the loss of possession of the premises, by fire or other casualty, or otherwise, the Developer shall locate and secure a suitable alternative Location or premises approved by us within six (6) months from the loss of possession of the original site, and shall be open for business at the new Location not more than twelve (12) months following the closing of the prior Location, while at the same time maintaining the Development Schedule. If a suitable alternative Location is not secured and opened as hereinabove described or if Developer does not comply with the Development Schedule, this Agreement and the right of the Developer to develop additional Locations under this

Agreement shall terminate. The opening of a Location in replacement of another Location under this paragraph shall not satisfy the Developer's obligation to open Locations under this Section 3 of this Agreement.

C. We make no representation or warranty as to the number of Swim schools that can be operated in the Territory. Developer assumes all cost, liability, expense, risk and responsibility for locating, obtaining, and developing Locations for Swim schools, and for constructing and equipping Swim schools at such Locations. Developer shall obtain our consent to each Location (including, without limitation, the Trademarks which shall be used to identify the Swim school at the Location to the public) pursuant to the time frames set forth in the applicable Franchise Agreement so that Developer maintains compliance with the Development Schedule, including submission of our then-existing Location selection criteria and procedures including:

(1) submission of all Development Materials to us; and

(2) with respect to each Swim school to be developed hereunder, completion of one (1) Location visit by us at our sole cost and expense, if we require.

(3) You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you and any of your affiliates and us or any of our affiliates. You must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Swim schools.

D. Within a reasonable time (usually fifteen [15] days) following receipt of all Development Materials and completion of any such visit, we shall consent to or reject such Location. Our failure to consent shall constitute rejection of such Location. Promptly after our consent is obtained, but prior to commencing construction at such Location, Developer shall execute a Franchise Agreement and pay the Franchise Fee.

E. Neither our (i) consent to, nor (ii) assistance in the selection of, any Location shall constitute our representation or warranty that a Swim school operated at such Site will be profitable or meet any financial projection.

F. We shall have the right to review and consent to the Occupancy Contract prior to the execution thereof, which consent shall not be unreasonably withheld. A copy of the proposed Occupancy Contract shall be provided to us within thirty (30) days of the date of our consent. The Occupancy Contract shall be executed by all necessary parties within thirty (30) days following our consent thereto. Developer shall furnish us a complete copy of the executed Occupancy Contract within the (10) days after execution. Unless it conveys to Developer fee simple title to the Location, the landlord shall consent to the Conditional Assignment of Lease, attached as Exhibit 6 to the Franchise Agreement, consistent with the Terms of the Franchise Agreement. Landlord and Developer shall not amend the Occupancy Contract in any way which is inconsistent with the provisions of the Franchise Agreement or the Conditional Assignment of Lease.

G. Notwithstanding the Terms of Section 3.F, Developer shall:

(1) deliver to us, immediately after delivery to or by Developer, any notice of default under the Occupancy Contract which threatens or purports to terminate the Occupancy Contract or result in a foreclosure thereof; and

(2) permit us or our representative to enter the Swim school premises to protect the Trademarks or the System or to cure any Event of Default or default under the Occupancy Contract or the applicable Franchise Agreement, all at Developer's expense.

H. If Developer owns the Location in fee simple, Developer must grant to us the option to purchase the real estate upon which a Swim school is located (and hereinafter referred to as the “Real Estate”) upon the expiration without renewal or termination of a Franchise Agreement or termination of the Agreement. Any Transfer, renewal, extension, or amendment of the Franchise Agreement shall not affect this Option Agreement unless expressly so provided. The Terms of the Option rights are detailed in Exhibit 7 to the Franchise Agreement included in the Franchise Disclosure Document.

I. Developer shall abide by the Terms of the Franchise Agreement executed in connection with each Swim school.

J. Franchisor shall make available to Developer, at no charge to Developer, specifications for the development of a Goldfish Swim School, including specifications for the exterior and interior design and layout, fixtures, equipment, décor and signs. Such specifications are subject to alteration as Franchisor deems necessary.

K. YOU ACKNOWLEDGE THAT YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROSPECTS FOR THE ESTABLISHMENT OF SWIM SCHOOLS WITHIN THE TERRITORY, AND RECOGNIZE THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS AND ECONOMIC RISKS AND THAT YOUR FINANCIAL AND BUSINESS SUCCESS WILL BE PRIMARILY DEPENDENT UPON THE PERSONAL EFFORTS OF YOU AND YOUR MANAGEMENT AND EMPLOYEES. WE EXPRESSLY DISCLAIM THE MAKING OF, AND YOU ACKNOWLEDGE THAT YOU HAVE NOT RECEIVED, ANY ESTIMATES, PROJECTIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE POTENTIAL GROSS SALES, PROFITS, EARNINGS OR THE FINANCIAL SUCCESS OF THE SWIM SCHOOLS YOU DEVELOP WITHIN THE TERRITORY, OTHER THAN AS PROVIDED IN THE FRANCHISE DISCLOSURE DOCUMENT.

L. You recognize and acknowledge that this Agreement requires you to open Swim schools in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future Swim schools likely will involve greater initial investment and operating capital requirements than those stated in this Franchise Disclosure Document provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all of the Swim schools on the dates set forth in the Development Schedule, regardless of: (i) the requirement of a greater investment; (ii) the financial condition or performance of your prior Swim schools; or (iii) any other circumstances, financial or otherwise. The foregoing shall not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Swim schools.

4. FEES AND PAYMENTS

A. In consideration of the development rights granted herein, Developer shall pay to us upon execution of this Agreement the Development Fee. Under no circumstances shall Developer be entitled to any refund of any portion of the Development Fee.

B. The Franchise Fee to be paid by Developer for each new Swim school to be developed under the Development Schedule set forth in Section 3.A hereof shall be Fifty Thousand and 00/100 Dollars (\$50,000.00) for the first Swim school to be developed under the Development Schedule and one-half of the initial franchise fee of Forty Thousand and 00/100 Dollars (\$40,000) for each subsequent Swim school to be developed under the Development Schedule. The Development Fee shall be payable upon execution of this Development Agreement.

The remaining portion of the initial franchise fee for each subsequent Swim School to be developed under the Development Schedule shall be paid at the time that the Developer signs each subsequent Franchise Agreement. Developer shall receive a credit against the payment of the Initial Franchise Fee due for each Swim school developed pursuant to the Development Schedule for the proportionate share of the Development Fee (\$20,000).

C. (1) All Payments shall be submitted to us at the address provided in Section 14 hereof, in care of the "Chief Financial Officer," or such other address as we shall designate in writing.

(2) Payments shall be received by us (i) upon execution hereof in the case of the Development Fee; and (ii) not more than thirty (30) days after date of invoice for all other Payments. Delinquent Payments shall bear interest from the due date until received by us at one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

D. Developer shall not withhold or off-set any portion of any Payment due to our alleged non-performance under this Agreement or any other agreement by and between us and Developer or their respective parents, subsidiaries or affiliates.

5. REPRESENTATIVE; OPERATOR; TRAINING

A. Developer hereby designates the person identified in Attachment 1 as the Representative. Any replacement Representative shall be designated within ten (10) days of the prior Representatives' resignation or termination. Each Representative shall attend and successfully complete to our satisfaction, all of our required training programs, including, without limitation, the management training program and the staff training program. The Representative shall be the same individual under each Franchise Agreement.

B. Developer hereby designates the person identified in Attachment 1 as the Operator. Any replacement Operator shall be designated within ten (10) days of the prior Operator's resignation or termination. Each Operator shall attend and successfully complete at the Training Center within six (6) months of appointment our management training program and staff training program (see Section 5.D.).

C. Not less than sixty (60) days prior to the commencement of Swim school construction, Developer shall identify the identity of the person who shall act as the Project Manager to assist you in the development and construction of the Franchised Swim School.

D. Each Operator and Project Manager shall have satisfactorily completed the training required by us. Developer shall bear all costs and expenses related to the required training for each Operator and Project Manager. Our determination that any Operator or Project Manager has successfully completed the training shall not be construed as our endorsement of same and shall not be construed by Developer as a representation or warranty by us that any person so trained can or will perform the functions of the job for which the person is hired; Developer shall remain solely liable and responsible for all hiring decisions, regardless of our training of any Operator and Project Manager.

E. We shall provide instructors, facilities and materials for training at the Training Center, and may provide, at our option, other training programs at non-Training Center Locations as we may designate from time to time in the Operations Manuals or otherwise in writing. Developer shall reimburse us for any Territorial Expenses or other direct expenses incurred by us for such other training programs.

F. We are not obligated to perform our training services to Developer's particular level of satisfaction, but as a function of our experience, knowledge and judgment. We make no representation or warranty

that the person trained can adequately perform the job function to which the person is assigned. Developer acknowledges and accepts all responsibility for the proper job performance of each and every employee.

G. Except as provided herein, Developer shall bear all costs and expenses relating to any Representative, Project Manager, and Operator training.

H. The New Swim school Team shall assist in (i) training Developer's employees at each Swim school; and (ii) the opening of each Swim school. The New Swim school Team for a Swim school typically consists of a combined total of approximately three (3) employees of ours and Developer (the actual number of members shall be determined by us in our sole discretion, depending upon the number of Swim school Locations already open and operating by Developer and such other criteria as we deem reasonable). The members of the New Swim school Team shall be subject to our consent. The number of our employees selected to serve on the New Swim school Team for a Swim school is determined according to the following schedule, provided however, we may elect to modify this schedule in the event the total number of people on the New Swim school Team is greater or less than three (3):

Swim school No. Operated By Developer	No. of Our Employees on the New Swim school Team	No. of Team Members Paid for by Us	Team Members Paid for by Developer
1 & 2	1	1	2
3 or more	0	0	3

In the event we determine that more than three (3) New Swim school Team members are necessary for an opening, a Developer with three (3) or more Swim schools open (inclusive of the new Swim school) shall be responsible for the costs associated with the team members in excess of three (3). For Developers with less than three (3) Swim schools open, we will bear the costs of the additional team members.

If Developer fails or is unable to timely provide such employees, we may, but shall not be obligated to, staff the New Swim school Team with our employees. We and Developer shall each be responsible for: (a) making all travel, per diem food and lodging arrangements, and (b) the wage and other expenses of the New Swim school Team members provided by each; provided, however, that Developer shall reimburse us for the Territorial Expenses and the Wage Expenses of our employees who are provided as a result of Developer's failure or inability to provide Developer employees for participation on the New Swim school Team.

6. CONFIDENTIAL INFORMATION

A. Developer acknowledges that Franchisor shall disclose Trade Secrets and other Confidential Information to Developer during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Developer during the term of this Agreement. Developer shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development, construction and operation of the Franchised Swim school and in performing its duties during the term of this Agreement. Developer acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Developer acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Developer solely on the condition that Developer (and all holders of a legal or beneficial interest in Developer and all officers, directors, executives, managers and members of the professional staff of Developer): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the

Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Developer shall take all necessary precautions to insure that any employee to whom Developer discloses Confidential Information only to the extent necessary for such employee to carry out the employee's job duties maintains the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Developer shall obtain from all persons to whom Confidential Information is disclosed an executed Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete in the form as provided in the Confidential Operations Manual. Developer shall enforce this Section as to its owners, officers, directors, members, managers, employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. Developer shall vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of any Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete executed by any of the individuals to whom Developer has disclosed Confidential Information. Developer acknowledges Franchisor's right, to be exercised as Franchisor alone determines, to enforce for itself the terms of such executed Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete. If the substantive provisions of the Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete have been breached by an individual employed, engaged or otherwise serving the Developer who has not executed a Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete, Developer shall nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law. If Franchisor prosecutes such Confidentiality and Non-Disclosure Agreement and Covenant Not to Compete, Developer shall indemnify and hold Franchisor harmless from any and all losses and expenses as provided in this Agreement.

B. All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Developer or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Developer or its owners or employees therefore, and Developer hereby agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Developer shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Developer concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Developer shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Developer or not.

C. Developer acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Goldfish Swim School franchisees if owners of Goldfish Swim Schools and members of their immediate families or households were permitted to hold an interest in or perform services for any Competing Business. Therefore, during the term of this Agreement, neither Developer nor any holder of a legal or beneficial interest in Developer (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Developer, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1

(1) Divert or attempt to divert any business or customer of the Franchised Swim School to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

(2) Own an interest in, manage, operate, or perform services for any Competitive Business wherever located.

D. Franchisor has the right to require any holder of a legal or beneficial interest in Developer (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Developer to execute a nondisclosure and non-competition agreement, in a form as required by Franchisor, upon execution of this Agreement or prior to each such person's affiliation with Developer. Upon Franchisor's request, Developer shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Developer and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third party beneficiary with the right to enforce covenants contained in such agreements. In the event that you or your employees, agents, consultants or contractors receive notice of any request, demand, or order to transfer or disclose all or any portion of the Confidential Information, you shall immediately notify us thereof, and shall fully cooperate with and assist us in prohibiting or denying any such transfer or disclosure. Should such transfer or disclosure be required by a valid, final, non-appealable court order, you shall fully cooperate with and assist us in protecting the confidentiality of the Confidential Information to the maximum extent permitted by law.

E. Developer acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Developer acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System and the Marks and Developer waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

7. DEVELOPER'S REPRESENTATIONS AND WARRANTIES; AFFIRMATIVE AND NEGATIVE COVENANTS

A. In the event Developer is a corporation, limited liability company or partnership, Developer represents and warrants to us as follows:

(1) Developer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with all requisite power and authority to own, operate and lease its assets (real or personal), to carry on its business, to enter into this Agreement and perform its obligations hereunder. Developer is duly qualified to do business and is in good standing in each jurisdiction in which its business or the ownership of its assets requires.

(2) The execution, delivery and performance by Developer of this Agreement, any Franchise Agreement and all other agreements contemplated herein has been duly authorized by all requisite action and no further action is necessary to make this Agreement, any Franchise Agreement or such other agreements valid and binding upon it and enforceable against it in accordance with their respective Terms. Neither the execution, delivery nor performance by Developer of this Agreement, any Franchise Agreement or any other agreements contemplated hereby will conflict with, or result in a breach of any Term or provision of Developer's articles of incorporation, by-laws, partnership agreement or other governing documents or under any mortgage, deed of trust or other contract or agreement to which Developer is a party or by which it or any of its assets are bound, or breach any order, writ, injunction or decree of any court, administrative agency or governmental body.

(3) Developer's articles of incorporation, by-laws, partnership agreement and other governing documents expressly limit Developer's business activities solely to the development and operation (pursuant to this Agreement and the Franchise Agreements) of the Swim schools.

(4) Certified copies of Developer's articles of incorporation, by-laws, partnership agreement, other governing documents and any amendments thereto, including board of director's or partner's resolutions authorizing this Agreement are attached hereto as Attachment 2.

(5) A certified current list of all Principals is attached hereto as Attachment 2.

(6) Developer's articles of incorporation or other governing documents, or partnership agreement limit Transfers as described in Sections 8.B.(2) and 8.C.

(7) Each Security shall bear a legend (in a form to which we shall consent) indicating that any Transfer is subject to Sections 8.B and 8.C.

(8) Developer represents, warrants and covenants to us that (1) neither Developer, nor any individual or entity owning directly or indirectly any interest of Developer (if Developer is a business entity) or their respective affiliates or the funding sources for any of the foregoing is an individual or entity whose property or interests are subject to being blocked under Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and the Cuban Assets Control Regulations (Title 31 Part 515 of the U.S. Code of Federal Regulations), and all other present and future federal, state and local laws, ordinances, regulations, policies, lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List) and any other requirements of any Governmental Authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other states or localities ("OFAC Laws and Regulations") or is otherwise in violation of any of the OFAC Laws and Regulations; (2) neither Developer nor any individual or entity owning directly or indirectly any interest of Developer or their respective affiliates or the funding sources for any of the foregoing, (a) is under investigation by any government authority form, or has been charged with, or convicted of, OFAC Laws and Regulations, (b) has been assessed any penalties under these laws, or (c) has had any of its funds seized or forfeited in any Action under these laws; (3) neither Developer nor any individual or entity owning directly or indirectly any interest of Developer or their respective affiliates or the funding sources for the foregoing is directly or indirectly owned or controlled by the government of a county that is subject to an embargo imposed by the United States Government, nor acting on behalf of a government; (4) has taken all reasonable measures to ensure compliance with all OFAC Laws and Regulations ; and (5) Developer shall take all reasonable measures to continue compliance with all OFAC Laws and Regulations during the Term of this Agreement.

(9) Developer and Principal Owners, and Developer's officers, directors, shareholders, partners, members and managers, (if any) acknowledge that their respective entire knowledge of the operation of a Goldfish Swim School® Swim school and the System, including without limitation the knowledge or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived from information we disclose to you and that certain information is proprietary, confidential, and constitutes our trade secrets. The Term "trade secrets" refers to information in any form (including, but not limited to, technical or non-

technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in Goldfish Swim Schools that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. You and your Principal Owners, officers, directors, shareholders, partners, members, and managers (if any), jointly and severally, agree that at all times during and after the Term of this Agreement, you will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us. We require that you obtain nondisclosure and confidentiality agreements and covenants not to compete in a form satisfactory to us from the individuals listed in the first sentence of this paragraph and other key employees.

(10) You must comply with all requirements of all applicable federal, state and local laws, rules, regulations, and ordinances, including without limitation, any and all applicable health and sanitary standards prescribed by any governmental authority, all building, zoning, or other property limitations, Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, Affordable Care Act, Occupational Safety and Health Act, Title VII of the Civil Rights Act, Age Discrimination in Employment Act, and Employee Retirement Income Security Act.

(11) You shall maintain competent and conscientious personnel to operate the business of Developer in accordance with this Agreement, any relevant Franchise Agreement, and the Confidential Operations Manual. You shall train or cause the training of all personnel as and when required by prudent business practices, System standards or this Agreement. You must conduct criminal background checks and child abuse registry checks on all of its employees or independent contractors who will provide swim instruction to students or work anywhere children may be present. You shall hire all of your employees and be exclusively responsible for the terms of their employment and compensation and the proper training of such employees in the operation of the business of Developer and human resources. You are exclusively and solely responsible for determining the essential terms and conditions of employment for each of your employees. You will be exclusively and solely responsible for recruiting and hiring the personnel that you employ to operate the business of Developer. You shall be responsible for the employees' training, wages, taxes, benefits, safety, work schedules, work conditions, assignments, discipline and termination, and for compliance with all workplace related laws. At no time will you or your employees be deemed to be employees of ours or our affiliates. We will have no right or obligation to direct your employees or to operate the business of Developer. We do not have direct or indirect control of – or the right or authority to control – your day-to-day operations or employment related decisions. In order to protect the System, you shall endeavor to employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of the Franchise System and, while on duty, comply with the dress attire, personal appearance and standards set forth in the Confidential Operations Manual. In order to protect the System, you shall use its best efforts to ensure that its employees maintain a neat and clean appearance and render competent and courteous service to all customers and fellow employees of yours.

B. Developer affirmatively covenants with us as follows:

(1) Developer shall perform its duties and obligations hereunder and under any Franchise Agreement and shall require each Operator, and Project Manager to dedicate their respective full time and best efforts to the development, construction, management, operation, supervision and promotion of the Swim schools in accordance with the Terms and conditions hereof.

(2) Developer shall promptly provide us with all information concerning any new process or improvements in the development, construction, management, operation, supervision or promotion of the Swim schools developed by Developer or any Principal without compensation. Developer and the Principals shall each execute such agreements and other documentation as shall be deemed necessary by us, granting us exclusive ownership thereof.

(3) Developer shall comply with all requirements of applicable rules, regulations, statutes, laws and ordinances.

(4) Developer shall maintain a current list of all Principals and deliver a certified copy thereof to us upon (i) any Transfer; or (ii) request.

(5) Each Security issued subsequent to the date hereof shall be in compliance with Section 7.A.(7).

C. Developer acknowledges and/or negatively covenants with us as follows:

(1) Developer shall not amend its articles of incorporation, by-laws, partnership agreement or other governing documents in a manner which is inconsistent with Sections 7.A.(3), 8.B.(2) and 8.C.

(2) Developer shall not, remove or permit removal from any Security or its partnership agreement, or issue any Security that does not have endorsed upon it, the legend described in Section 7.A.(7).

(3) Developer and each Principal shall receive valuable, unique training, trade secrets and the Confidential Information which are beyond the present skills, experience and knowledge of Developer, any Principal and Developer's employees. Developer and each Principal acknowledge that (i) such training, trade secrets and the Confidential Information (a) are essential to the development of the Swim school and (b) provide a competitive advantage to Developer; and (ii) access to such training, trade secrets and the Confidential Information is a primary reason for their execution of this Agreement. In consideration thereof, Developer and each Principal covenant that, during the Term and for a period of two (2) years after the expiration or termination hereof, neither Developer nor any Principal shall, directly or indirectly:

(a) employ or seek to employ any person (or induce such person to leave his or her employment) who is, or has within one (1) year been, employed (i) by us, (ii) by any Developer or franchisee of ours, or (iii) in any other concept or System owned, operated or franchised by an Affiliate, as a director, officer or in any managerial capacity;

(b) own, maintain, operate or have any interest in any Competing Business;

(c) own, maintain, operate or have any interest in any Competing Business which business is, or is intended to be, located in the Territory; or

(d) own, maintain, operate or have any interest in any Competing Business which business is, or is intended to be, located within a twenty five (25) mile radius of any Swim school which is a part of a concept or System owned, operated, or franchised by us or any Affiliate.

(4) Sections 7.C.(3)(b), (c) and (d) shall not apply to an interest for investment only of five percent (5%) or less of the capital stock of a Publicly-Held Entity if such owner is not a director, officer or manager therefore or consultant thereto or to businesses operated pursuant to a Franchise Agreement with us. You and Each

Principal Owner shall be jointly and severally liable to us for a violation of Section 7.C(3)(a) the amount of two times the annual compensation of our employee or former employee whom you employ, which amount shall be deemed liquidated damages and not a penalty. The parties agree that a precise calculation of the full extent of the damages that Franchisor will incur on a violation of this non-solicitation provision of this Agreement as a result of Developer's default is difficult and the parties desire certainty in this matter and agree that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have including attorneys' fees and costs.

D. Each of the foregoing covenants is independent of each other covenant or agreement contained in this Agreement or in any Franchise Agreement.

E. We may, in our sole discretion, reduce the area, duration or scope of any covenant contained in Section 7.C. without Developer's or any Principal's consent, effective upon notice to Developer. Developer and each Principal shall comply with any covenant as so modified.

F. Developer's representations, warranties, covenants and agreements herein are continuing representations, warranties, covenants and agreements each of which shall survive the expiration or termination hereof.

8. TRANSFER

A. We may assign this Agreement, or any of its rights or obligations herein, to any person or entity without Developer's or any Principal's consent; provided, however, that our obligations which are assigned shall be fully assumed by the party to whom we assign such obligations.

B. The rights and duties of Developer as set forth in this Agreement are personal to Developer (or its owners), and Franchisor has entered into this Agreement in reliance upon Developer's personal or collective skill and financial ability. Accordingly, neither Developer nor any holder of a legal or beneficial interest in Developer may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the development rights provided hereunder, its assets or any part or all of the ownership interest in Developer without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Developer is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

- (1) Developer has complied with the requirements set forth in this Section;
- (2) all obligations owed to Franchisor, and all other outstanding obligations relating to this Agreement, are fully paid and satisfied;
- (3) Developer (and any transferring owners, if Developer is a business entity) has executed a general release, in a form as required by Franchisor, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Developer's interest herein or to the transfer of Developer's ownership of all or any part of the development rights; provided, however, that if a general release is prohibited, Developer shall give the maximum release allowed by law;

(4) the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Swim School;

(5) the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current area development agreement for new developers;

(6) the transferee has executed a general release, in a form as required by Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), with respect to any representations regarding the business conducted pursuant the Area Development Agreement or any other matter that may have been made to the transferee by Developer;

(7) Developer has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Developer and the prospective transferee relating to the intended sale or transfer of the Area Development Agreement;

(8) Developer, or the transferee, has paid to Franchisor a transfer fee in the amount of TEN THOUSAND DOLLARS (\$10,000.00);

(9) the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by Franchisor;

(10) Developer has agreed to be bound to the obligations of the new area development agreement and to guarantee the full performance thereof by the transferee, if required by Franchisor;

(11) the transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied; and

(12) Developer has, and if Developer is an entity, all of the holders of a legal and beneficial interest in Developer have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in this Agreement;

C. If Developer wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Developer ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Developer, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

(1) the Controlled Entity is newly organized and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Swim School;

(2) Developer or all holders of a legal or beneficial interest in Developer own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

(3) all obligations of Developer to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Developer nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 8B(10), above;

(4) the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the development and operation of the Franchised Swim School. If the consent of any other party to any such other agreement is required, Developer has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

(5) all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

(6) each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

(7) copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

(8) The term of the transferred Area Development Agreement shall be the unexpired term of this Agreement, including all rights, duties, and obligations.

(9) Franchisor's consent to a transfer of any interest in this Agreement shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

D. Franchisor has the right, without liability of any kind or nature whatsoever to Developer, to make available for inspection by any intended transferee of Developer all or any part of Franchisor's records relating to this Agreement, the Franchised Swim Schools developed under this Agreement, or to the history of the relationship of the parties hereto. Developer hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to this Agreement or the Franchised Swim Schools developed by Developer, by an intended transferee identified by Developer.

E. Developer shall not, without prior written consent of Franchisor which shall not be unreasonably withheld, place in, on or upon the location of any of the Franchised Swim Schools developed under this Agreement, or in any communication media, any form of advertising relating to the sale of the Developer's rights granted hereunder.

F. Upon the death or Incapacity of Developer (if Developer is an individual) or any holder of a legal or beneficial interest in Developer (if Developer is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Developer to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance shall be subject to the conditions for

assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Developer resided, with such choice of law provision being applicable only for this Section 8F.

G. Following such a death or Incapacity of such person as described in this Section 8F, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Developer or any Franchised Swim School developed by Developer until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS (\$600.00) per day per Swim school, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Swim School.

9. CONSENT AND WAIVER

A. When required, Developer or any Principal shall make a written request for our consent in advance and such consent shall be obtained in writing. Our consent shall not be unreasonably withheld. The foregoing notwithstanding, where either party's consent is expressly reserved to such party's sole discretion, the exercise of such discretion shall not be subject to contest. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under this Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim, or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions.

B. WE MAKE NO REPRESENTATIONS OR WARRANTIES UPON WHICH DEVELOPER OR ANY PRINCIPAL MAY RELY AND ASSUME NO LIABILITY OR OBLIGATION TO DEVELOPER, ANY PRINCIPAL OR ANY THIRD PARTY BY PROVIDING ANY WAIVER, ADVICE, CONSENT OR SERVICES TO DEVELOPER OR DUE TO ANY DELAY OR DENIAL THEREOF.

10. DEFAULT AND REMEDIES

10.01 A. The following shall constitute Events of Default by Developer or any Principal for which there shall be no opportunity to cure and for which notice of termination is not required: (i) failure to comply with the Development Schedule; (ii) the breach or falsity of any representation or warranty herein; (iii) failure to deliver executed covenants as required in Section 6.C; (iv) failure to comply with or perform its covenants, obligations and agreements herein; (v) any Transfer that (a) occurs other than as provided in Section 8 or (b) fails to occur within the time periods described in Section 8 (notwithstanding any lack of, or limits upon, the enforceability of any Term or provision of Sections 7 or 8); (vi) Developer (a) is adjudicated, or is, bankrupt or insolvent, (b) makes an assignment for the benefit of creditors, or (c) seeks protection from creditors by petition in bankruptcy or otherwise or there is filed against Developer a similar petition which is not dismissed within thirty (30) days; (vii) the appointment of a liquidator or receiver for (a) all or substantially all of Developer's assets or (b) any Swim school is sought which is not dismissed within thirty (30) days; (viii) except as provided in Section 10.01B, breach or failure to perform any other term or condition of this Agreement; (ix) an Event of Default shall arise under any Franchise Agreement under which Developer or affiliate of Developer has no opportunity to cure; (x) Developer or any Principal pleads guilty or no contest to or is convicted of a felony or a crime involving moral turpitude or any other crime or offense that we reasonably believe is likely to adversely affect the Trademarks, the System or the goodwill associated therewith (whether in the Territory or elsewhere) or our interest therein; or (xi) any (a) two (2) or more Events of Default shall arise under any single subsection of Section 10.01.B or (b) three (3) or more Events of Default shall arise under this Section 10.01.B in any continuous twelve (12) month period notwithstanding the previous cure of such Events of Default.

B. The following shall constitute Events of Default by Developer or any Principal for which there shall be a cure period of fifteen (15) days after written notification from us: (i) failure to make any Payment on or before the date payable; (ii) failure to meet and/or maintain the Standards; (iii) an Event of Default shall arise under any Franchise Agreement under which Developer or affiliate of Developer has an opportunity to cure, in which case, the cure period under this Agreement shall be extended to coincide with the cure period of the Franchise Agreement.

10.02 Among the remedies we have for breach of this Agreement, upon the occurrences of any Event of Default under Section 10.01, we may: (a) terminate this Agreement and all rights granted hereunder without waiving, (i) any claim for damages suffered by us, or (ii) other rights, remedies or claims; (b) assert any and all other rights or remedies available to us.

10.03 Subject to the provisions of Section 10.06, all rights and remedies of either party shall be cumulative, and not exclusive, of any other right or remedy described herein or available at law or in equity. The expiration or termination of this Agreement shall not release any party from any liability or obligation then accrued or any liability or obligation continuing beyond, or arising from, such expiration or termination. Nothing in this Agreement shall impair either party's right to obtain injunctive or other equitable relief.

10.04 The failure of any party to exercise any right or remedy or to enforce any obligation, covenant or agreement herein shall not constitute a waiver by, or estoppel of, that party's right to any of the remedies described herein including, without limitation, to enforce strict compliance with any such obligation, covenant or agreement. No custom or practice shall modify or amend this Agreement. The waiver of, or failure or inability of any party to enforce, any right or remedy shall not impair that party's rights or remedies with respect to subsequent Events of Default of the same, similar or different nature. The delay, forbearance or failure of any party to exercise any right or remedy in connection with any Event of Default or default by any other developers shall not affect, impair or constitute a waiver of such party's rights or remedies herein. Acceptance of any Payment shall not waive any Event of Default.

10.05 Developer and each Principal shall, jointly and severally, pay all costs and expenses (including reasonable fees of attorneys and other engaged professionals) incurred by us in successfully enforcing, or obtaining any remedy arising from the breach of this Agreement. The existence of any claims, demands or Actions which Developer or any Principal may have against us, whether arising from this Agreement or otherwise, shall not constitute a defense to our enforcement of Developer's or any Principal's representations, warranties, covenants, obligations or agreements herein.

10.06 IN THE EVENT OF A DISPUTE BETWEEN THEM WHICH IS NOT SUBJECT TO, NOR ARISES UNDER, SECTION 13, WE, DEVELOPER AND PRINCIPALS HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUT SPECIFICALLY EXCLUDING, HOWEVER, DAMAGES TO THE REPUTATION AND GOODWILL ASSOCIATED WITH AND/OR SYMBOLIZED BY THE TRADEMARKS) AGAINST THE OTHER ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREE THAT EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT.

10.07 Developer and each Principal agree that our exercise of the rights and remedies set forth herein are reasonable. We may, in addition to pursuing any other remedies, specifically enforce such obligations, covenants

and agreements or obtain injunctive or other equitable relief in connection with the violation or anticipated violation of such obligations, covenants and agreements.

11. RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Swim schools under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by us. We will be entitled to develop and operate, or to franchise others to develop and operate, Swim schools in the Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

B. You must immediately cease to operate your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours.

C. You must take such action as may be necessary to cancel or assign to us or our designee, at our option, any assumed name or equivalent registration that contains our name or any of the words Goldfish™ or Goldfish Swim School® or any other Trademark of ours, and you must furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

D. You must assign to us or our designee all your right, title and interest in and to your telephone number(s) and must notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number in any regular, classified or other telephone directory listing associated with the Trademarks and to authorize Transfer of same at our discretion. If you fail to sign any required documents within two (2) Business Days of Notice, you hereby appoint us as your lawful attorney-in-fact to sign on your behalf any and all documents necessary to effectuate the assignment of the telephone numbers listed to us. This power, coupled with an interest, is given as Security for the rights and privileges given to you under this Agreement.

E. You must within thirty (30) days of the termination or expiration of this Agreement, pay all sums owing to us and our affiliates, including without limitation, the balance of the Initial Franchise Fees that we would have received had you developed all of the Swim schools set forth in the Development Schedule. In addition to the Initial Franchise Fee for undeveloped Swim schools, you agree to pay us, as fair and reasonable liquidated damages (but not as a penalty) an amount equal to Twenty Five Thousand Dollars (\$25,000) for each undeveloped Swim school. You agree that this amount is for lost revenue from Royalty Fees and other amounts payable to us, including the fact that you were holding the development rights for those Swim schools and precluding the development of certain Swim schools in the Territory, and that it would be difficult to calculate with certainty the amount of damages we will incur. Notwithstanding your agreement, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including without limitation, consequential damages.

All unpaid amounts will bear interest at the rate of eighteen percent (18%) per annum or the maximum contact rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In the event of termination for any default by you, the sums due will include all damages, costs and expenses, including reasonable attorney fees and expenses, incurred by us as a result of your default. You also must pay to us all damages, costs and expenses, including reasonable attorney fees and expenses that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

F. You must comply with all other applicable provisions of this Agreement.

G. All of our and your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

12. INSURANCE

A. Developer shall obtain within thirty (30) days from the date hereof and maintain throughout the Term, such insurance coverage (including, without limitation, auto liability coverage and workers compensation insurance) as may be (i) required by law; or (ii) prescribed by us from time to time as to types of coverage and amounts of coverage. We may require more coverage or additional coverages from time to time in our sole and absolute discretion. Such insurance shall:

(1) name Our Indemnitees as additional named insured parties and provide that coverage applies separately to each insured and additional insured party against whom a claim is brought as though a separate policy had been issued to each of Our Indemnitees;

(2) contain no provision which limits or reduces coverage in the event of a claim by any one (1) or more of the insured or additional insured parties;

(3) provide that policy limits shall not be reduced, coverage restricted, canceled, allowed to lapse or otherwise altered or such policy(ies) amended without our consent, but in no event upon less than thirty (30) days prior written notice to us; and

(4) be obtained from reputable insurance companies with an A.M. Best Rating of "A" and an A.M. Best Class Rating of VIII or better (or comparable ratings from a reputable insurance rating service, in the event such A.M. Best ratings are discontinued or materially altered), authorized to do business in the jurisdiction in which the Swim school is located.

B. Such insurance may provide for reasonable deductible amounts not to exceed Ten Thousand Dollars (\$10,000) per occurrence with our consent.

C. A certificate of insurance shall be submitted for our consent within ten (10) days following commencement of such coverage, and additional certificates of insurance shall be submitted to us thereafter, evidencing uninterrupted coverage. Developer shall deliver a complete copy of such policy(ies) within ten (10) days of request.

D. In the event of a claim of any one or more of Our Indemnitees against Developer, Developer shall, on our request, assign to us any and all rights which Developer then has or thereafter may have with respect to such claim against the insurer(s) providing the coverage described in this Section.

E. Developer's obligation to obtain and maintain insurance or to indemnify any of Our Indemnitees shall not be limited by reason of any insurance which may be maintained by Our Indemnitee, nor shall such insurance relieve Developer of any liability under this Agreement. Developer's insurance shall be primary to any policies maintained by any of Our Indemnitees.

F. If Developer fails to obtain or maintain the insurance required by this Agreement, as such requirements may be revised from time to time, we may acquire such insurance, and the cost thereof, together with a reasonable fee for our expenses in so acting and interest at one and one-half percent (1.5%) per month from the date acquired, shall be payable by Developer upon notice.

13. INDEMNIFICATION

A. Developer and each Principal will, at all times and at your sole cost and expense, indemnify and hold harmless, to the fullest extent permitted by law, Our Indemnitees from all “Losses and Expenses” incurred in connection with any Action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or Action has been instituted or reduced to judgment) which actually or allegedly, directly or indirectly, arises out of, is a result of, is based upon, is a result of, or is related in any way to any of the following:

(1) The infringement, alleged infringement, or any other violation or alleged violation by Developer or any Principal of any patent, mark or copyright or other proprietary right owned or controlled by third parties.

(2) The violation, breach or asserted violation or breach by Developer or any Principal of any contract, federal, state or local law, regulation, ruling, standard or directive or any industry standard.

(3) Libel, slander or any other form of defamation of us or the System, by Developer or any Principal.

(4) The violation or breach by Developer or any Principal of any warranty, representation, agreement or obligation in this Agreement.

(5) Acts, errors or omissions of Developer or any of its agents, servants, employees, contractors, partners, affiliates or Representatives, Operators, or Program Managers.

(6) Any and all liability that may arise as a result of your development, establishment, construction, opening, or operation of the Swim schools.

(7) Any personal injury, death or property damage suffered by any customer, visitor, operator, employee or guest of the Swim schools or construction site; crimes committed on or near any of the premises, facilities of the Swim schools or vehicles used in the operation of your Swim school; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Swim schools, whether or not any of the foregoing was approved by us; defects in any Swim schools you construct and/or operate, whether or not discoverable by you or by us; all acts, errors, neglects or omissions of you or the Swim school and/or the Principal Owners, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of you or the Swim schools (or any third party acting on your behalf or at your direction), whether in connection with the Swim schools or otherwise, including without limitation, any property damage, injury or death suffered or caused by any delivery person or vehicle serving your Swim schools; all liabilities arising from or related to your offer, sale and/or delivery of products and/or services as contemplated by this Agreement; and any action by any customer of yours or visitor to your Swim schools or any other facility of your business.

(8) Any violation of any federal, state, or local labor and employment law for acts or omissions of Developer or Developer’s employees.

(9) Any cybersecurity breaches or violations of Privacy Laws.

B. Developer and each Principal agree to give us written notice of any such Action, suit, proceeding, claim, demand, inquiry or investigation immediately upon your actual or constructive knowledge of it.

C. We shall at all times have the absolute right to retain counsel of our own choosing in connection with any Action, suit, proceeding, claim, demand, inquiry or investigation. We shall at all times have the absolute right to investigate any Action, suit proceeding, claim or demand itself.

D. Developer and each Principal shall indemnify Our Indemnitees for attorney fees, expenses, and costs incurred in connection with the enforcement of our rights under this Section 13. This provision shall not be construed so as to limit or in any way affect Developer's indemnity obligations pursuant to the other provisions of this Section 13.

E. In the event that our exercise of our rights under Section 13 actually results in Developer's insurer with respect to insurance required to be maintained by Developer pursuant to Section 12 (hereinafter, the "Insurer") refusing to pay on a third-party claim, all causes of Action and legal remedies which Developer might have against the Insurer shall be automatically assigned to us without the need for any further action on our or Developer's part. For the purposes of Section 13, "actually results" means that, but for our exercise of our rights under Section 13, the Insurer would not have refused to pay on said third-party claim.

F. In the event that our exercise of our rights under Section 13 actually results in the Insurer refusing to pay on a third-party claim, Developer shall be required to indemnify us for the our attorney fees, expenses and costs incurred in connection with that claim.

G. In the event that Developer encourages, requests, or suggests that the Insurer deny a claim, Developer shall indemnify us for our attorney fees, expenses and costs in connection with that claim.

H. In order to protect persons or property, or our reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as in our judgment we deem appropriate, consent or agree to settlements or take such other remedial or corrective action as we deem expedient with respect to the Action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to believe that:

- (1) any of the acts or circumstances enumerated in Section 13.A. above have occurred; or
- (2) any act, error, or omission of Developer or any Principal may result directly or indirectly in damage, injury or harm to any person or any property.

I. In addition to their other indemnity obligations, Developer and each Principal shall indemnify us for any and all losses, compensatory damages, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described, which result from any of the items set forth in Section 13.

J. We do not assume any liability whatsoever for acts, errors, or omissions of those with whom Developer or any Principal may contract, regardless of the purpose. Developer and each Principal shall hold harmless and indemnify us for all Losses and Expenses which may arise out of any acts, errors or omissions of these third parties.

K. Under no circumstances shall we be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim against Developer or any Principal. Developer and each Principal agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by us from Developer or any Principal. The indemnification obligations of this section will survive the expiration or sooner termination of this Agreement.

L. All such Losses and Expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

14. NOTICES

All notices required or desired to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, facsimile or certified mail, return receipt requested to the addresses identified in Attachment 1 to this Area Development Agreement (or such other addresses as designated pursuant to this Section 14).

Notices posted by personal delivery, next day or same day expedited service or given by facsimile shall be deemed given the next Business Day after transmission. Notices posted by certified mail shall be deemed received three (3) Business Days after the date of posting. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other party.

15. FORCE MAJEURE

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

16. SEVERABILITY

A. Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

B. Notwithstanding the above, each of the covenants contained in Sections 6 and 11 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

C. Captions in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

17.

INDEPENDENT CONTRACTOR

A. This Agreement is purely a contractual relationship between the parties and does not appoint or make Developer an agent, fiduciary, legal representative, joint venturer, partner, employee, servant, independent contractor, joint employer of Developer, or other special relationship between the parties for any reason whatsoever. No agency, employment, or partnership is created or implied by the terms of this Agreement and Developer may not represent or imply or hold itself out to third parties that Developer is an agent, fiduciary, legal representative, joint venture, partner, employee, servant, independent contractor, joint employer, or other special relationship of or with of us, and Developer is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed, to state of imply that we are Developer's employer or the employer of Developer's employees and or independent contractors, nor vice versa. During the term of this Agreement, and any extension or renewal hereof, Developer shall hold itself out to the public only as a developer, franchisee, and an owner of the Franchised Swim Schools developed and operating pursuant to a franchise agreement and/or this Agreement. Developer shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on Developer's location, if any, and on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Developer. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the development or operation of the Franchised Swim Schools developed hereunder. Any third party contractors and vendors retained by Developer to convert or construct the premises are independent contractors of Developer alone. None of Developer's employees will be considered Franchisor's employees. Neither Developer nor any of its employees whose compensation Developer pays may in any way, directly or indirectly, expressly or by implication, be construed to be Franchisor's employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any local, state, or federal government agency. Franchisor shall not have the power to hire or fire Developer's employees. Developer expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to certify certain of Developer's employees for qualification to perform certain functions for Developer does not directly or indirectly vest in Franchisor the power to hire, fire, or control such employee. Developer acknowledges and agrees, and will never contend otherwise, that Developer alone will exercise day-to-day control over all operations, activities and elements of the development and operation of the Franchised Swim Schools developed hereunder and that under no circumstance shall Franchisor do so or be deemed to do so. Developer further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the Franchise System which Developer is required to comply with under this Agreement, whether set forth in the Confidential Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day development and operations of the Franchised Swim Schools developed hereunder, which Developer alone controls, but only constitute standards Developer must adhere to when exercising its control of the day-to-day development and operations of the Franchised Swim Schools developed hereunder. Except as expressly provided in this Agreement, Franchisor may not control or have access to Developer's funds or the expenditure of Developer's funds or in any other way exercise dominion or control over any of the Franchised Swim Schools developed hereunder. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or in behalf of the other party, or represent that the relationship between Franchisor and Developer is other than that of franchisor and developer/franchisee. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by Developer which are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to Developer's development or operation of the Franchised Swim Schools developed hereunder.

B. This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Developer to obtain Franchisor's written consent or permits Developer to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Developer or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

18. DUE DILIGENCE AND ASSUMPTION OF RISK

A. Developer and each Principal (i) have conducted such due diligence and investigation as each desires; (ii) recognize that the business venture described herein involves risks; and (iii) acknowledge that the success of such business venture is dependent upon the abilities of Developer and Principals. **WE, INCLUDING OUR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, DEVELOPERS AND FRANCHISEES EXPRESSLY DISCLAIM THE MAKING OF, AND DEVELOPER AND EACH PRINCIPAL ACKNOWLEDGE THAT THEY HAVE NOT RECEIVED OR RELIED UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL PERFORMANCE OR VIABILITY OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT OR OTHERWISE ARE CONTRARY TO THE TERMS SET FORTH IN THIS AGREEMENT OR ANY FRANCHISE DISCLOSURE DOCUMENT REQUIRED OR PERMITTED TO BE GIVEN TO YOU PURSUANT TO APPLICABLE LAW.**

B. Developer and each Principal have received, read and understand this Agreement, the documents referred to herein and the Exhibits and Schedules hereto. Developer and each Principal have had ample time and opportunity to consult with their advisors concerning the potential benefits and risks of entering into this Agreement.

19. ENFORCEMENT

A. Enforcement by Judicial Process. We shall have the right to enforce by judicial process our right to terminate this Agreement for the causes enumerated in Section 10, to prevent or remedy a material breach of this Agreement by Developer or Principal if such breach could materially impair the goodwill associated with the System or our Trademarks (including actions with respect to the servicing of wholesale accounts), to collect unpaid fees due to us, to enforce the confidentiality provisions of this Agreement, and to enforce the Non-Competition provisions of this Agreement. We shall be entitled without bond to the entry of temporary restraining orders and temporary and permanent injunctions enforcing the aforementioned provisions. If a court determines a bond is necessary, Developer or Principal agrees that the bond shall be limited to not more than Five Thousand Dollars (\$5,000). If we are successful in obtaining an injunction or any other relief against Developer or Principal, Developer or Principal shall pay us an amount equal to the aggregate of our costs of commencing and prosecuting the Action, including, without limitation, reasonable attorney fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses.

B. Choice of Law. Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency. The parties agree, however, that if Developer's Approved Location is not in Michigan and if you are not a resident of the state of Michigan, the Michigan Franchise Investment Law shall not apply to this transaction, the relationship between Franchisor and Developer or this Agreement.

C. Consent to Jurisdiction. Any action brought by either party, including any claim for injunctive relief, except those claims required to be submitted to arbitration, shall only be brought in the appropriate state court located in or serving Oakland County, Michigan. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

D. Cumulative Rights and Remedies. No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

E. Limitations of Claims. Any claim concerning the Franchised Swim School or this Agreement or any related agreement will be barred unless an action for a claim is commenced within one (1) year from the date on which Developer or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

F. Limitation of Damages. Developer and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. Developer waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Developer against Franchisor concerning this Agreement, Developer's contract damages shall not exceed and shall be limited to refund of Developer's Franchise Fee and Royalty Fees.

G. Waiver of Jury Trial.

DEVELOPER AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

H. Arbitration. This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims relating to the ownership of any and all intellectual property rights, including, but not limited to, Franchisor's Marks, copyrights or the unauthorized use or disclosure of Franchisor's Confidential Information, covenants against competition and other claims for injunctive relief, or amounts owed by Developer to Franchisor, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties, shall be settled by binding arbitration conducted in Oakland County, Michigan, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator agreed upon by the parties or otherwise appointed by the District Court for the State of Michigan and located in Oakland County, Michigan. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Developer agrees that it will not file any arbitration claim as a class action, seek class action status, or permit its claim to be joined or made part of any class action filed by another. Developer further agrees that it will not file or join in any consolidated arbitration.

Developer acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

I. Waiver of Collateral Estoppel. The parties agree they should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which they are involved with third parties, without having the disposition of such disputes directly affect the contract or relationship between us and Developer or Principal. We and Developer or Principal therefore each agree that a decision of an arbitrator or court of law in litigation to which one of them is not a party shall not in any manner prevent the person that was a party to such Action from making similar arguments, or taking similar positions, in any Action between us and Developer or Principal. The parties therefore waive the right to assert that principles of collateral estoppel prevent either of them from raising any claim or defense in an Action between them as a result of such party having lost a similar claim or defense in another Action.

20. MISCELLANEOUS

- A. Time is of the essence to this Agreement.
- B. There are no third-party beneficiaries to this Agreement except for the remedy provided for breach of Developer's or any Principal's covenant contained in Section 7.C.(3)(a).
- C. This Agreement may be executed in any number of counterparts each of which when so executed shall be an original, but all of which together shall constitute one (1) and the same instrument.
- D. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, unless otherwise suggested by the text.
- E. This Agreement will become effective only upon execution hereof by our President or authorized officer.
- F. This Agreement is not a Franchise Agreement and does not grant Developer or any Principal any rights in or to the (i) System (except as expressly provided herein); or (ii) Trademarks.
- G. Developer shall not use the words "Goldfish™" or "Goldfish Swim School®," or any part thereof, as part of its corporate or other name.
- H. Developer and each Principal acknowledge that each has received a complete copy of this Agreement, the documents referred to herein and the Exhibits hereto at least seven (7) days prior to the date on which this Agreement was executed. Developer and each Principal further acknowledge that each has received our Franchise Disclosure Document at least fourteen (14) days prior to the date on which this Agreement was executed.
- I. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.
- J. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppels to

enforce our rights with respect to that or any other or subsequent breach. This Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us.

K. You and each of your Principal Owners shall execute the form of guaranty at the end of this Agreement.

L. You further acknowledge that you have conducted an independent investigation of the business franchised pursuant to this Agreement and recognize the business venture contemplated by this Agreement involves the normal business risks associated with beginning a new business. As part of such investigation, you acknowledge that you had ample opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this agreement. You acknowledge that you are entering into this Agreement based upon your own investigation and not as a result of any representations about us made by shareholders, members, officers, directors, employees, agents, representatives, independent contractors, or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to Franchise Owner pursuant to applicable law.

M. You acknowledge that the only financial performance information we furnished is set forth in Item 19 of the Franchise Disclosure Document; that no, officer, director, member, employee, agent, representative or independent contractor of ours is authorized to furnish you with any other financial performance information; that if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us.

N. You represent that you have been urged to consult with your own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. You represent that you have either consulted with such advisors or has deliberately declined to do so.

O. You represent that all information set forth in any and all applications, financial statements and submissions to us is true, complete and accurate in all respects, and you acknowledge that we are relying upon the truthfulness, completeness and accuracy of such information.

P. You acknowledge that before executing this Agreement, you had the opportunity to contact all of our existing franchisees.

Q. You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement (including without limitation, the covenants not to compete, confidentiality restrictions and the restrictions on assignment) and the rights and remedies conferred upon you and us under this Agreement. Such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to us and the System; (c) are fully required to protect our legitimate business interests; and (d) do not confer benefits upon us that are disproportionate to your detriment. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors.

R. Each party represents it has the authority to execute this agreement. You acknowledge only officers or individuals designated by officers of us have the authority to make binding commitments on behalf of us. In particular, field support personnel employed by us cannot contractually bind us by making any verbal or written representations. You acknowledge that we intend to enter into agreements with other developers and franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other developers or franchisees may have

different rights and obligations do not affect the duties of the parties to this Agreement to comply with the terms of this Agreement.

S. Each party further acknowledges this agreement can be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party agrees to execute such other instruments and documents as needed to carry out the intent of the parties, all of which shall be incorporated herein by reference as if set forth herein.

T. Developer represents that its execution of this Agreement will not violate any other agreement or commitment to which Developer or any holder of a legal or beneficial interest in Developer is a party.

U. Developer acknowledges that Franchisor intends to enter into agreements with other developers that may contain certain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that Franchisor and other developers may have different rights and obligations do not affect the duties of the parties to this Agreement to comply with the terms of this Agreement. Developer further acknowledges that because uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right to materially vary our standards or area development agreement for any Franchised Swim Schools developed by other developers, based upon the timing of the grant of the development rights, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which Franchisor considers important to the successful operation of the Franchise System. Developer has no right to require Franchisor to disclose any variation or to grant the same or a similar variation to Developer.

21. ENTIRE AGREEMENT

This Agreement and the contemporaneously executed Exhibits, Addenda and Schedules hereto and the Franchise Disclosure Document constitute the entire agreement between us, Developer and the Principals concerning the subject matter hereof. All prior agreements, discussions, negotiations, understandings, inducements, representations, warranties, and covenants are merged herein and are superseded by this Agreement. Nothing in this or any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. **THERE ARE NO WARRANTIES, REPRESENTATIONS, COVENANTS OR AGREEMENTS, EXPRESS OR IMPLIED, BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT THOSE PERMITTED TO BE MADE UNILATERALLY BY US HEREUNDER, NO AMENDMENT, CHANGE OR VARIANCE FROM THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS MUTUALLY AGREED TO BY US AND DEVELOPER AND EXECUTED IN WRITING.**

You specifically acknowledge that the only financial performance information we furnished is set forth in Item 19 of the Franchise Disclosure Document; that no, officer, director, member, employee, agent, representative or independent contractor of ours is authorized to furnish you Owner with any other financial performance information; that if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, “financial performance information” means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised Swim schools.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

DEVELOPER

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1

**To the Area Development Agreement between
Goldfish Swim School Franchising, LLC and**

_____ (“Developer”)

1. Description of Developer’s Territory. Developer’s Territory shall be defined as that area within the following borders or designated in the map attached:

2. Development Schedule:

A. Developer shall develop, open, commence operation of and continuously operate pursuant to the respective Franchise Agreements a minimum of _____ (___) Swim schools in the Territory, pursuant to the Development Schedule as follows:

Swim school No.	Date of Location Consent	Date Franchise Agreement Signed & Franchise Fees Paid	Date Open & Operating

(1). The Franchise Agreement for each Swim school Location must be fully executed and all Franchise Fees paid within the time frames set forth in the foregoing Development Schedule.

(2). Time is of the essence, with respect to each of the development obligations specified in this Attachment.

B. Each Swim school and the cumulative number of Swim schools indicated in the Development Schedule shall be **OPEN AND OPERATING** by the date(s) specified therein.

3. Development Fee. The Development Fee for this Area Development Agreement is _____ Dollars (\$_____).

4. Notice: Notices pursuant to Section 14 of the Area Development Agreement shall be sent to the following addresses:

if to Developer or any Principal:

Facsimile No.: _____

if to us:

Goldfish Swim School Franchising, LLC
390 Park Street, Suite 250
Birmingham, Michigan 48009

with a copy to:
(does not constitute notice)

Mark J. Burzych
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, MI 48864
Facsimile No.: (517) 381-5051

5. Commencement Date. The Commencement Date of the Area Development Agreement is _____, 20____.

6. Representative. Developer's Representative and contact information for purposes of this Area Development Agreement is:

Name	
Address	
City, State, Zip code	
Phone Number	
Email Address	

7. Operator. Developer's Operator and contact information for purposes of this Area Development Agreement is:

Name	
Address	
City, State, Zip code	
Phone Number	
Email Address	

8. Project Manager. Developer's Project Manager and contact information for purposes of this Area Development Agreement is:

Name	
Address	
City, State, Zip code	
Phone Number	
Email Address	

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

DEVELOPER

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 2

**TO THE AREA DEVELOPMENT AGREEMENT
BETWEEN GOLDFISH SWIM SCHOOL FRANCHISING, LLC
AND _____**

DATED _____, 20__

Developer and its Principal Owners

This form must be completed by you, if you have multiple owners or if Developer is owned by a business organization (like a corporation, partnership or limited liability company). We are relying on its truth and accuracy in awarding the franchise to you.

1. Form of Owner. You are a (check one):

- (a) General Partnership
- (b) Corporation
- (c) Limited Partnership
- (d) Limited Liability Company
- (e) Other

Specify: _____

You are formed under the laws of _____

2. Business Entity. You were incorporated or formed on _____, 20__ under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company or partnership name. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	Position(s) Held

3. Owners. The following list includes the full name and mailing address of each person who is one of your owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Name	Address	Description and Quantity of Ownership Interest	Office Held

4. Governing Documents. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.) of _____.

This Attachment 2 is current and complete as of _____, 20__.

Developer

By: _____

(print name)

Its: _____

Date: _____

**STATE SPECIFIC ADDENDA TO AREA DEVELOPMENT AGREEMENT
ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC**

FOR THE STATE OF CALIFORNIA

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. In recognition of the requirements of the California Franchise Investment Law, Cal Corp Code §§31000-31516 and the California Franchise Relations Act, Cal Bus And Prof Code §§20000-20043, the Area Development Agreement for Goldfish Swim School Franchising, LLC is amended as follows:
 - The California Franchise Relations Act provides you rights concerning termination or non-renewal of the Area Development Agreement, which may supersede provisions in the Area Development Agreement, specifically Sections 10 and 19.
 - Section 10.01, which terminates the Franchise Agreement upon the bankruptcy of Franchise Owner, may not be enforceable under federal bankruptcy law (11 USC Section 101, *et. seq.*).
 - The Area Development Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of Action arising under California law.
 - The Area Development Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.
 - Section 11.E. of the Area Development Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
 - Section 19 requires binding arbitration. The arbitration will occur at the forum indicated in Section 19.C., with the costs being borne by the non-prevailing party. Prospective Developers are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.
2. Section 11E and Section 12F are amended to provide that the maximum rate of interest that Franchisor may charge is ten percent (10%) annually.
3. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

YOU

By: _____

Name: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC**

FOR THE STATE OF HAWAII

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et. seq.*, the Area Development Agreement for Goldfish Swim School Franchising, LLC is amended as follows:

- The Hawaii Franchise Investment Law provides you rights concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement, and more specifically Sections 10 and 19 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.
- Section 8 requires Developer to sign a general release as a condition of renewal or transfer of the Franchise. Such release shall exclude claims arising under the Hawaii Franchise Investment Law.
- Section 10, which terminates the Area Development Agreement upon the bankruptcy of Developer, may not be enforceable under federal bankruptcy law (11 USC Section 101, *et. seq.*).

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Area Development Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its Terms.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC YOU

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC
FOR THE STATE OF ILLINOIS**

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General’s Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 - 705/44 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to You concerning non-renewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Any release of claims or acknowledgments of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under the Illinois Franchise Disclosure Act. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

d. The law of the state of Illinois will control.

e. If the Agreement requires a person to waive compliance with any provision Illinois law, that provision shall be deemed void.

f. Section 19E of the Agreement is amended as follows: “No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Developer becomes aware of facts or circumstances reasonably indicating that the Developer may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Developer of a written notice disclosing the violation, whichever shall first expire.”

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Developer on behalf of itself and its Principals acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, 20__.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC YOU

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO AREA DEVELOPMENT AGREEMENT FOR
GOLDFISH SWIM SCHOOL FRANCHISING, LLC
FOR THE STATE OF INDIANA**

The Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

INDIANA LAW MODIFICATIONS

1. The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1-51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Indiana Deceptive Franchise Practices Act provides rights to You concerning nonrenewal and termination of the Agreement. To the extent the Agreement contains a provision that is inconsistent with the Act, the Act will control.
- b. If the Developer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Indiana Deceptive Practices Act and the Indiana Franchises Act, and such acknowledgments shall be void with respect to claims under the Acts.
- c. If the Agreement contains covenants not to compete upon expiration or termination of the Agreement that are inconsistent with the Indiana Deceptive Franchise Practices Act, the requirements of the Act will control.
- d. The Indiana Deceptive Franchise Practices Act provides that substantial modification of the Agreement by us requires written consent of the Developer. If the Agreement contains provisions that are inconsistent with this requirement, the Act will control.
- e. If the Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act §23-2-2.7(10).
- f. If the Agreement requires that it be governed by a state’s law, other than the State of Indiana, to the extent that such law conflicts with the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, the Acts will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, with respect to such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Developer on behalf of itself and its principals, officers, directors, employees and agents acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC YOU

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO AREA DEVELOPMENT AGREEMENT FOR
GOLDFISH SWIM SCHOOL FRANCHISING, LLC
FOR THE STATE OF MARYLAND**

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Section 8 is amended to the extent that the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law.
- b. Section 19 is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.
- c. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
- d. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Developer on behalf of itself and its Principals acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, 20_____.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC YOU

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC**

FOR THE STATE OF MINNESOTA

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. In recognition of the Minnesota Franchise Law, Minn Stat, Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, *et. seq.*, the parties to the attached Area Development Agreement agree as follows:

- Section 10 is amended to comply with the Minnesota Franchise Law that requires, except in certain specified cases, that Developer be given ninety (90)- days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice of non-renewal of the Agreement.
- Section 8 provides for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a Developer to assent to a general release.
- Section 13 is amended to add that as required by Minnesota Franchise Act, we will reimburse you for any costs incurred by you in the defense of your right to use the Trademarks, so long as you were using the Trademarks in the manner authorized by us, and so long as we are timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
- Minn Stat §80C.21 and Minn Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Area Development Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. However, Franchisor may seek such relief through the court System with or without a bond as determined by a court. Minn Rule Part 2860.4400J prohibits you from waiving your rights to a jury trial or waiving your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. To the extent that the Area Development Agreement requires you to waive these rights, the Area Development Agreement will be considered amended to the extent necessary to comply with the Minnesota Rule.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Area Development Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC YOU

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC**

FOR THE STATE OF NEW YORK

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____ 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Area Development Agreement for Goldfish Swim School Franchising, LLC is amended as follows:

- Section 8 requires you to sign a general release as a condition of renewal, transfer. Such release shall exclude claims arising under the General Business Laws.
- Under Section 8, Franchisor shall not transfer and assign its rights and obligations under the Area Development Agreement unless the transferee will be able to perform Franchisor’s obligations under the Area Development Agreement, in Franchisor’s good faith judgment, so long as it remains subject to the General Business Laws of the State of New York.
- Section 13 is amended to provide that you will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of your reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by you in the manner required by Franchisor.

4. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Area Development Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its Terms.

GOLDFISH SWIM SCHOOL FRANCHISING, YOU
LLC

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC**

FOR THE STATE OF NORTH DAKOTA

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et. seq.* Such provisions in the Agreement are hereby amended as follows:

- Section 8 requires the execution of a general release upon renewal or transfer. Such requirement shall be inapplicable to Developers operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law.
- Section 19 is amended to add that any Action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law.
- Section 19 is amended to state that arbitration involving a Territory purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Area Development Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC YOU

By: _____

Name: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC**

FOR THE STATE OF RHODE ISLAND

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, the Area Development Agreement for Goldfish Swim School Franchising, LLC is amended as follows:

- Section 8 requires you to sign a general release as a condition of renewal, or transfer. Such release shall exclude claims arising under The Rhode Island Franchise Investment Act.
- Sections 19 is amended to state that restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Area Development Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC YOU

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC**

FOR THE COMMONWEALTH OF VIRGINIA

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20__ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

- Section 10, which terminates the Area Development Agreement upon your bankruptcy may not be enforceable under federal bankruptcy law (11 USC Section 101, *et. seq.*).

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GOLDFISH SWIM SCHOOL FRANCHISING, YOU
LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR GOLDFISH SWIM SCHOOL FRANCHISING, LLC**

FOR THE STATE OF WASHINGTON

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

1. In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev Code §§19.100.010 – 19.100.940, the Area Development Agreement for Goldfish Swim School Franchising, LLC is amended as follows:

- The Washington Franchise Investment Protection Act provides you rights concerning non-renewal and termination of the Area Development Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.
- Section 8 requires you to sign a general release as a condition of renewal or transfer. Such release shall exclude claims arising under the Washington Franchise Investment Protection Act.
- Section 19 requires litigation or arbitration to be conducted in the State of Washington; the requirement shall not limit any rights you may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.
- Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or restrict or limit rights or remedies available to you under the Act, such as a waiver of the right to a jury trial, may not be enforceable.
- Transfer fees are collectable to the extent that they reflect Franchisor’s reasonable estimated or actual costs in effecting a transfer.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any Terms or conditions of said Area Development Agreement or exhibits or attachments thereto, the Terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

GOLDFISH SWIM SCHOOL FRANCHISING, YOU
LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO AREA DEVELOPMENT AGREEMENT FOR
GOLDFISH SWIM SCHOOL FRANCHISING, LLC
FOR THE STATE OF WISCONSIN**

The Goldfish Swim School Franchising, LLC Area Development Agreement between _____ (“Developer” or “You”) and Goldfish Swim School Franchising, LLC, a Michigan Limited liability company (“Franchisor,” “we” or “us”) dated _____, 20____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

WISCONSIN MODIFICATIONS

The Securities commissioner of the State of Wisconsin requires that certain provisions contained in franchise documents be amended to be consistent with Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 (“Fair Dealership Law”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The Wisconsin Fair Dealership Law, among other things, grants You the right, in most circumstances, to ninety (90) days’ prior written notice of non-renewal and sixty (60) days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law’s requirements and shall have no force or effect.
2. The Wisconsin Fair Dealership Law, among other things, grants You the right, in most circumstances, to ninety (90) days’ prior written notice of termination and sixty (60) days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law’s requirements and shall have no force or effect.
3. If the Agreement requires that it be governed by a state’s law, other than the State of Wisconsin, to the extent that any provision of the Agreement conflicts with the Wisconsin Fair Dealership Law such provision shall be superseded by the law’s requirements.

Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Wisconsin law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Developer on behalf of itself and its Principals acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, 20_____.

GOLDFISH SWIM SCHOOL FRANCHISING, YOU
LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E

**GOLDFISH SWIM SCHOOL FRANCHISING LLC
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OF CONFIDENTIAL OPERATIONS MANUAL**

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GOLDFISH SWIM SCHOOL FRANCHISING LLC

FINANCIAL STATEMENTS

EXHIBIT F TO THE DISCLOSURE DOCUMENT

Goldfish Swim School Franchising, LLC

**Financial Report
December 31, 2015**

Goldfish Swim School Franchising, LLC

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Independent Auditor's Report

To the Members
Goldfish Swim School Franchising, LLC

We have audited the accompanying financial statements of Goldfish Swim School Franchising, LLC, which comprise the balance sheet as of December 31, 2015 and 2014, and the related statements of operations, members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Goldfish Swim School Franchising, LLC as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Prior Year Financial Statements and Restatement

The financial statements of Goldfish Swim School Franchising, LLC as of December 31, 2013 were audited by other auditors, whose report dated April 7, 2014 expressed an unqualified opinion on those statements.

Plante & Moran, PLLC

March 2, 2016

Goldfish Swim School Franchising, LLC

Balance Sheet

	December 31, 2015	December 31, 2014	December 31, 2013
Assets			
Current Assets			
Cash	\$ 835,917	\$ 314,072	\$ 271,958
Restricted cash	70,537	-	33,043
Accounts receivable:			
Royalty	248,347	133,120	89,673
Franchise fees and other	90,000	33,590	70,000
Loans and advances to member (Note 4)	-	-	47,498
Prepaid expenses	5,162	11,044	6,148
Total current assets	1,249,963	491,826	518,320
Property and Equipment - Net (Note 2)	117,349	116,922	41,241
Other Assets - Deposits	2,187	2,187	2,187
Total assets	\$ 1,369,499	\$ 610,935	\$ 561,748
Liabilities and Members' Equity			
Current Liabilities			
Trade accounts payable	\$ 159,171	\$ 80,385	\$ 88,376
Current portion of notes payable (Note 5)	8,524	8,524	-
Related party advance payable (Note 4)	1,778	3,557	200,795
Advertising funds on deposit	70,537	-	33,043
Accrued and other current liabilities:			
Taxes payable	2,120	2,120	-
Accrued compensation	12,877	23,227	17,111
Deferred revenue	460,000	250,000	180,000
Other accrued liabilities	36,485	3,646	11,942
Total current liabilities	751,492	371,459	531,267
Notes Payable - Net of current portion (Note 5)	34,221	42,745	-
Members' Equity	583,786	196,731	30,481
Total liabilities and members' equity	\$ 1,369,499	\$ 610,935	\$ 561,748

Goldfish Swim School Franchising, LLC

Statement of Operations

	Year Ended		
	December 31, 2015	December 31, 2014	December 31, 2013
Net Revenue			
Revenue	\$ 1,749,781	\$ 1,103,669	\$ 633,495
Initial franchise fees	300,000	190,000	190,000
Other charges	70,348	42,527	32,999
Total net revenue	2,120,129	1,336,196	856,494
Operating Expenses	1,627,416	943,508	621,175
Operating Income	492,713	392,688	235,319
Nonoperating Income (Expense)			
Other income	-	-	1,113
Interest expense	(2,809)	(3,702)	(1,658)
Total nonoperating income (expense)	(2,809)	(3,702)	(545)
Net Income	\$ 489,904	\$ 388,986	\$ 234,774

Goldfish Swim School Franchising, LLC

Statement of Members' Equity

Balance - January 1, 2013	\$ (204,293)
Net income	<u>234,774</u>
Balance - December 31, 2013	30,481
Net income	388,986
Distributions	<u>(222,736)</u>
Balance - December 31, 2014	196,731
Net income	489,904
Distributions	<u>(102,849)</u>
Balance - December 31, 2015	<u>\$ 583,786</u>

Goldfish Swim School Franchising, LLC

Statement of Cash Flows

	Year Ended		
	December 31, 2015	December 31, 2014	December 31, 2013
Cash Flows from Operating Activities			
Net income	\$ 489,904	\$ 388,986	\$ 234,774
Adjustments to reconcile net income to net cash from operating activities:			
Depreciation	25,836	18,284	8,790
Loss on disposal of property and equipment	-	-	4,800
Changes in operating assets and liabilities which (used) provided cash:			
Accounts receivable	(171,637)	(7,037)	(126,852)
Prepaid expenses and other assets	5,882	(4,896)	(1,396)
Accounts payable	78,786	(7,991)	(15,696)
Accrued and other liabilities	22,489	(60)	21,849
Deferred revenue	210,000	70,000	70,000
Net cash provided by operating activities	661,260	457,286	196,269
Cash Flows from Investing Activities			
Purchase of property and equipment	(26,263)	(93,965)	(22,801)
Payments on member notes receivable	-	47,498	7,622
Net cash used in investing activities	(26,263)	(46,467)	(15,179)
Cash Flows from Financing Activities			
Proceeds from debt	-	55,408	-
Payments on debt	(8,524)	(4,139)	-
Proceeds from related party borrowings	-	-	49,791
Payments on related party debt	(1,779)	(197,238)	-
Distributions paid	(102,849)	(222,736)	-
Net cash (used in) provided by financing activities	(113,152)	(368,705)	49,791
Net Increase in Cash and Cash Equivalents	521,845	42,114	230,881
Cash - Beginning of year	314,072	271,958	41,077
Cash - End of year	\$ 835,917	\$ 314,072	\$ 271,958

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2015, 2014, and 2013

Note I - Nature of Business and Significant Accounting Policies

Nature of Business - Goldfish Swim School Franchising, LLC (the "Company") is engaged in franchising and support of franchisees in the establishment and operations of Goldfish Swim Schools. Franchise schools are located in Michigan, Ohio, Illinois, Indiana, Pennsylvania, New Jersey, Virginia, Maryland, and Massachusetts.

The Company executes franchise agreements that establish the terms of its arrangement with franchisees. The franchise agreements require the franchisee to pay an initial fee of \$50,000, with a reduction in the franchise fee for opening additional franchises. In addition to the initial investment fee, the franchisee pays the Company a monthly royalty fee of 6 percent of gross sales and a marketing fund contribution of up to 2 percent of gross sales.

At December 31, 2015 there were 39 signed franchise agreements, with 26 swim schools open and operating. At December 31, 2014, there were 24 signed franchise agreements, with 17 swim schools open and operating. At December 31, 2013 there were 17 signed franchise agreements, with 12 swim schools open and operating.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Franchising and Revenue Recognition - When an individual franchise agreement is entered into, the Company provides certain services to the franchisee, including site selection and training. The Company recognizes nonrefundable initial fees as revenue when substantially all initial services required by the franchise agreement are performed, which is generally upon the opening of a swim school. Until such time, any initial fees received are recorded as deferred revenue. Royalty fees are recognized as earned. Franchise fees, royalties, and operating rights are stipulated in franchise agreements, which have 20-year terms.

Accounts Receivable - Accounts receivable are stated at net invoice amounts. An allowance for doubtful accounts is established based on a specific assessment of all invoices that remain unpaid following normal customer payment periods. All amounts deemed to be uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. No allowance for doubtful accounts receivable was deemed necessary based on management's estimates at December 31, 2015, 2014, or 2013.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2015, 2014, and 2013

Note I - Nature of Business and Significant Accounting Policies (Continued)

Property and Equipment - Property and equipment are recorded at cost. Major improvements and renewals are capitalized, while ordinary maintenance and repairs are expensed. The straight-line method is used for computing depreciation. Assets are depreciated over their estimated useful lives, which range from 3 to 10 years. Management annually reviews these assets to determine whether carrying values have been impaired.

Income Taxes - The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro-rata ownership share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

Advertising Expenses - In accordance with the franchise agreement, franchisees pay a percentage of monthly sales to a marketing fund to be used for advertising, marketing and other promotional purposes. The contribution received from franchisees for the marketing fund is segregated into a separate bank account. Any excess amounts remaining in the marketing fund at the end of the year are used for marketing and promotion in the following year and costs incurred in excess of fees assessed are recorded as other accounts receivable. As of December 31, 2015 and 2013, the Company has a liability of \$70,537 and \$33,043, respectively, relating to advertising fees collected in excess of advertising expended. As of December 31, 2014, the Company had expended more for advertising and promotion than was received from franchisees by \$3,590 and recorded other accounts receivable in that amount.

The costs of advertising not paid from the marketing funds are expensed as incurred. The Company incurred no direct advertising costs during the years ended December 31, 2015, 2014, or 2013.

Restricted Cash - The Company has restricted cash equal to the amount of advertising funds on deposit. At December 31, 2015 and 2013, \$70,537 and \$33,043, respectively, of cash is restricted for this purpose. The Company did not have restricted cash at December 31, 2014.

Subsequent Events - The financial statements and related disclosures include evaluation of events up through and including March 2, 2016, which is the date the financial statements were available to be issued.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2015, 2014, and 2013

Note 1 - Nature of Business and Significant Accounting Policies (Continued)

Revenue Recognition - In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which will supersede the current revenue recognition requirements in Topic 605, *Revenue Recognition*. The ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. The new guidance will be effective for the Company's year ending December 31, 2019. The ASU permits application of the new revenue recognition guidance to be applied using one of two retrospective application methods. The Company has not yet determined which application method it will use or the potential effects of the new standard on the financial statements, if any.

Note 2 - Property and Equipment

Property and equipment are summarized as follows:

	2015	2014	2013	Depreciable Life - Years
Vehicles	\$ 69,846	\$ 69,846	\$ -	5
Furniture and equipment	95,711	69,447	45,329	5-10
Software	28,197	28,197	28,197	3
Total cost	193,754	167,490	73,526	
Accumulated depreciation	76,405	50,568	32,285	
Net property and equipment	<u>\$ 117,349</u>	<u>\$ 116,922</u>	<u>\$ 41,241</u>	

Depreciation expense was \$25,836, \$18,284, and \$8,790 in 2015, 2014, and 2013, respectively.

Note 3 - Operating Leases

During October 2013, the Company terminated an existing lease for office space and subsequently entered into a new lease agreement with the same leasing company for a larger space. During August 2015, the Company entered into a second lease agreement with the same leasing company for an additional office space.

Both leases expire during 2016 and contain renewal options for a period of 18 months.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2015, 2014, and 2013

Note 3 - Operating Leases (Continued)

Total lease expense related to the aforementioned leases amounted to \$52,573, \$41,018, and \$26,026 for 2015, 2014, and 2013, respectively.

The future minimum annual commitment under these operating leases for the year ending December 31, 2016 equals \$74,209.

Note 4 - Related Party Transactions

Following is a description of transactions between the Company and related parties:

Accounts Receivable - At December 31, 2015, 2014, and 2013, the Company had accounts receivable from a swim school related through common ownership totaling \$3,413, \$3,607, and \$3,699, respectively. The Company collected marketing fees from this related party totaling \$52,288, \$52,114, and \$52,676 during the years ended December 31, 2015, 2014, and 2013, respectively.

Note Receivable from Member - The Company had a note receivable from a member with a balance of \$47,498 at December 31, 2013. There was no balance on the note at December 31, 2015 or 2014. The note was unsecured and due on demand and bore interest at a rate of 2.0 percent. Interest in the amount of \$1,113 was charged during 2013. There was no interest charged in 2015 or 2014.

Advance Payable - At December 31, 2015, 2014, and 2013, the Company had a noninterest-bearing cash advance payable to an entity related through common ownership in the amount of \$1,778, \$3,557, and \$200,795, respectively, which was due on demand.

Management Fees - For the years ended December 31, 2014 and 2013, the Company incurred expenses related to management fees from a swim school related through common ownership of \$2,984 and \$53,213, respectively. There were no management fees incurred during the year ended December 31, 2015.

Note 5 - Long-term Debt

There was no long-term debt as of December 31, 2013. Long-term debt at December 31, 2015 and 2014 is as follows:

	2015	2014
Notes payable to a financing company for the purchase of a vehicle, payable in monthly installments of \$864, bearing interest at 3.9 percent, due on June 30, 2020, secured by the vehicle	\$ 42,745	\$ 51,269
Less current portion	8,524	8,524
Long-term portion	\$ 34,221	\$ 42,745

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2015, 2014, and 2013

Note 5 - Long-term Debt (Continued)

The balance of the above debt matures as follows:

2016	\$	8,524
2017		9,214
2018		9,580
2019		9,960
2020		<u>5,467</u>
Total	\$	<u>42,745</u>

Interest expense for the years ended December 31, 2015, 2014, and 2013 was \$2,809, \$3,702, and \$1,658, respectively.

During December 2015, the Company entered into a bank line of credit agreement. The line of credit is for working capital purposes with availability of \$200,000 and interest on any outstanding balance payable monthly at the bank's floating prime rate (2.5 percent at December 31, 2015). The Company's Members guarantee the line of credit. There were no amounts outstanding at December 31, 2015.

Note 6 - Retirement Plans

The Company sponsors a 401(k) plan for substantially all employees. The plan provides for the Company to make a required matching contribution. Contributions to the plan totaled \$5,980 and \$2,441 for the years ended December 31, 2015 and 2014. There were no contributions in 2013.

Note 7 - Commitments

Buy-sell Agreement - The Company has an agreement with one of its members that limits the disposition or transfer of the membership interest and provides for the purchase of the membership interest by the Company in the case of death, disability, or termination of employment of the member. The redemption price is to be based on fair value as determined at the discretion of the manager of the Company at the time of such event.

Services Agreement - The Company has entered into a services agreement with the aforementioned member. The agreement provides for base compensation and a bonus per franchise sale at the discretion of the manager of the Company. Either party may terminate the agreement at any time.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2015, 2014, and 2013

Note 8 - Cash Flows

Cash paid for interest and income taxes was as follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Interest	\$ 2,809	\$ 3,702	\$ 1,658
Income taxes	6,566	1,072	-

Goldfish Swim School Franchising, LLC

**Financial Report
December 31, 2014**

Goldfish Swim School Franchising, LLC

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Independent Auditor's Report

To the Members
Goldfish Swim School Franchising, LLC

We have audited the accompanying financial statements of Goldfish Swim School Franchising, LLC, which comprise the balance sheet as of December 31, 2014 and the related statements of operations, members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the Members
Goldfish Swim School Franchising, LLC

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Goldfish Swim School Franchising, LLC as of December 31, 2014 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Prior Year Financial Statements and Restatement

The financial statements of Goldfish Swim School Franchising, LLC as of December 31, 2013 were audited by other auditors, whose report dated April 7, 2014 expressed an unqualified opinion on those statements.

Plante & Moran, PLLC

March 2, 2015

Goldfish Swim School Franchising, LLC

Balance Sheet

	December 31, 2014	December 31, 2013
Assets		
Current Assets		
Cash and cash equivalents	\$ 314,072	\$ 271,958
Restricted cash and cash equivalents	-	33,043
Accounts receivable:		
Royalty	133,120	89,673
Franchise fees and other	33,590	70,000
Loans and advances to member (Note 4)	-	47,498
Prepaid expenses	11,044	6,148
Total current assets	491,826	518,320
Property and Equipment - Net (Note 2)	116,922	41,241
Other Assets - Deposits	2,187	2,187
Total assets	<u>\$ 610,935</u>	<u>\$ 561,748</u>
Liabilities and Members' Equity		
Current Liabilities		
Trade accounts payable	\$ 80,385	\$ 88,376
Current portion of notes payable (Note 5)	8,524	-
Related party advance payable (Note 4)	3,557	200,795
Advertising funds on deposit	-	33,043
Accrued and other current liabilities:		
Taxes payable	2,120	-
Accrued compensation	23,227	17,111
Deferred revenue	250,000	180,000
Other accrued liabilities	3,646	11,942
Total current liabilities	371,459	531,267
Notes Payable - Net of current portion (Note 5)	42,745	-
Members' Equity	196,731	30,481
Total liabilities and members' equity	<u>\$ 610,935</u>	<u>\$ 561,748</u>

Goldfish Swim School Franchising, LLC

Statement of Operations

	Year Ended	
	December 31, 2014	December 31, 2013
Net Revenue		
Revenue	\$ 1,103,669	\$ 633,495
Initial franchise fees	190,000	190,000
Other charges	42,527	32,999
Total net revenue	1,336,196	856,494
Operating Expenses	943,508	621,175
Operating Income	392,688	235,319
Nonoperating Income (Expense)		
Other income	-	1,113
Interest expense	(3,702)	(1,658)
Total nonoperating expense	(3,702)	(545)
Net Income	\$ 388,986	\$ 234,774

Goldfish Swim School Franchising, LLC

Statement of Members' Equity

Balance - January 1, 2013	\$ (204,293)
Net income	<u>234,774</u>
Balance - December 31, 2013	30,481
Net income	388,986
Distributions	<u>(222,736)</u>
Balance - December 31, 2014	<u><u>\$ 196,731</u></u>

Goldfish Swim School Franchising, LLC

Statement of Cash Flows

	Year Ended	
	December 31, 2014	December 31, 2013
Cash Flows from Operating Activities		
Net income	\$ 388,986	\$ 234,774
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation	18,284	8,790
Loss on disposal of property and equipment	-	4,800
Changes in operating assets and liabilities which (used) provided cash:		
Accounts receivable	(7,037)	(126,852)
Prepaid expenses and other assets	(4,896)	(1,396)
Accounts payable	(7,991)	(15,696)
Accrued and other liabilities	(60)	21,849
Deferred revenue	70,000	70,000
Net cash provided by operating activities	457,286	196,269
Cash Flows from Investing Activities		
Purchase of property and equipment	(93,965)	(22,801)
Payments on member notes receivable	47,498	7,622
Net cash used in investing activities	(46,467)	(15,179)
Cash Flows from Financing Activities		
Proceeds from debt	55,408	-
Payments on debt	(4,139)	-
Proceeds from related party borrowings	-	49,791
Payments on related party debt	(197,238)	-
Dividends paid	(222,736)	-
Net cash used in financing activities	(368,705)	49,791
Net Increase in Cash and Cash Equivalents	42,114	230,881
Cash and Cash Equivalents - Beginning of year	271,958	41,077
Cash and Cash Equivalents - End of year	\$ 314,072	\$ 271,958

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2014 and 2013

Note 1 - Nature of Business and Significant Accounting Policies

Nature of Business - Goldfish Swim School Franchising, LLC (the "Company") is engaged in franchising and support of franchisees in the establishment and operations of Goldfish Swim Schools. Franchise schools are located in Michigan, Ohio, Illinois, Indiana, and Pennsylvania.

The Company executes franchise agreements that establish the terms of its arrangement with franchisees. The franchise agreements require the franchisee to pay an initial fee of \$40,000, with a reduction in the franchise fee for opening additional franchises. In addition to the initial investment fee, the franchisee pays the Company a monthly royalty fee of 6 percent of gross sales and a marketing fund contribution of up to 2 percent of gross sales.

At December 31, 2014 there were 24 signed franchise agreements, with 17 swim schools open and operating. At December 31, 2013 there were 17 signed franchise agreements, with 12 swim schools open and operating.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents - The Company considers all investments with an original maturity of three months or less when purchased to be cash equivalents.

Franchising and Revenue Recognition - When an individual franchise agreement is entered into, the Company provides certain services to the franchisee, including site selection and training. The Company recognizes nonrefundable initial fees as revenue when substantially all initial services required by the franchise agreement are performed, which is generally upon the opening of a swim school. Until such time, any initial fees received are recorded as deferred revenue. Royalty fees are recognized as earned. Franchise fees, royalties, and operating rights are stipulated in franchise agreements, which have 20 year terms.

Trade Accounts Receivable - Accounts receivable are stated at net invoice amounts. An allowance for doubtful accounts is established based on a specific assessment of all invoices that remain unpaid following normal customer payment periods. All amounts deemed to be uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. No allowance for doubtful accounts receivable was deemed necessary based on management's estimates at December 31, 2014 or 2013.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2014 and 2013

Note 1 - Nature of Business and Significant Accounting Policies (Continued)

Property and Equipment - Property and equipment are recorded at cost. Major improvements and renewals are capitalized, while ordinary maintenance and repairs are expensed. The straight-line method is used for computing depreciation. Assets are depreciated over their estimated useful lives, which range from 3 to 10 years. Management annually reviews these assets to determine whether carrying values have been impaired.

Income Taxes - The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro-rata ownership share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

As of December 31, 2014, the Company's unrecognized tax benefits and expenses were not significant. The Company classifies interest and penalties associated with tax liabilities as interest expense and operating expenses, respectively, in the accompanying financial statements. There were no significant penalties or interest recognized as of December 31, 2014 and 2013 or during the years then ended. The Company files income tax returns in U.S. federal and various state jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal or state income tax examinations by tax authorities for tax years before 2011.

Advertising Expenses - In accordance with the franchise agreement, franchisees pay a percentage of monthly sales to a marketing fund to be used for advertising, marketing and other promotional purposes. The contribution received from franchisees for the marketing fund is segregated into a separate bank account. Any excess amounts remaining in the marketing fund at the end of the year are used for marketing and promotion in the following year and costs incurred in excess of fees assessed are recorded as other accounts receivable. As of December 31, 2014, the Company had expended more for advertising and promotion than was received from franchisees by \$3,590 and recorded other accounts receivable in that amount. As of December 31, 2013, the Company has a liability of \$33,043 relating to advertising fees collected in excess of advertising expended.

The costs of advertising not paid from the marketing funds are expensed as incurred. The Company incurred no direct advertising costs during the years ended December 31, 2013 or 2014.

Subsequent Events - The financial statements and related disclosures include evaluation of events up through and including March 2, 2015, which is the date the financial statements were available to be issued.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2014 and 2013

Note 1 - Nature of Business and Significant Accounting Policies (Continued)

Revenue Recognition - In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which will supersede the current revenue recognition requirements in Topic 605, *Revenue Recognition*. The ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. The new guidance will be effective for the Company's year ending December 31, 2018. The ASU permits application of the new revenue recognition guidance to be applied using one of two retrospective application methods. The Company has not yet determined which application method it will use or the potential effects of the new standard on the financial statements, if any.

Reclassification - Certain 2013 amounts have been reclassified to conform to the 2014 presentation. Specifically, \$33,043 was reclassified from cash to restricted cash; a \$200,795 related party advance was reclassified from noncurrent to current liabilities; and other charges revenue and operating expenses were increased by \$32,999.

Note 2 - Property and Equipment

Property and equipment are summarized as follows:

	2014	2013	Depreciable Life - Years
Vehicles	\$ 69,847	\$ -	5
Furniture and equipment	69,447	45,329	3-7
Software	28,197	28,197	3
Total cost	167,491	73,526	
Accumulated depreciation	50,569	32,285	
Net property and equipment	\$ 116,922	\$ 41,241	

Depreciation and amortization expense was \$18,284 and \$8,790 in 2014 and 2013, respectively.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2014 and 2013

Note 3 - Operating Leases

During October 2013, the Company terminated an existing lease for office space and subsequently entered into a new lease agreement with the same leasing company for a larger space. The new lease, which expires during 2016, contains renewal options for a period of 18 months.

Total lease expense related to the aforementioned leases amounted to \$41,018 and \$26,026 for 2014 and 2013, respectively.

Future minimum annual commitments under these operating leases are as follows:

Years Ending December 31	Noncancelable Operating Lease
2015	\$ 41,153
2016	42,067
Total	<u>\$ 83,220</u>

Note 4 - Related Party Transactions

Following is a description of transactions between the Company and related parties:

Accounts Receivable - At December 31, 2014 and 2013, the Company had accounts receivable from a swim school related through common ownership totaling \$3,607 and \$3,699, respectively. The Company collected marketing fees from this related party totaling \$52,114 and \$52,676 during the years ended December 31, 2014 and 2013, respectively.

Note Receivable from Member - The Company has a note receivable from a member with a balance of \$47,498 at December 31, 2013. There was no balance on the note at December 31, 2014. The note was unsecured and due on demand and bore interest at a rate of 2.0 percent. Interest in the amount of \$1,113 was charged during 2013. There was no interest charged in 2014.

Advance Payable - At December 31, 2014 and 2013, the Company had a noninterest-bearing cash advance payable to an entity related through common ownership in the amount of \$3,557 and \$200,795, respectively, which was due on demand.

Management Fees - For the years ended December 31, 2014 and 2013, the Company incurred expenses related to management fees from a swim school related through common ownership of \$2,984 and \$53,213, respectively.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2014 and 2013

Note 5 - Long-term Debt

There was no long-term debt as of December 31, 2013. Long-term debt at December 31, 2014 is as follows:

Notes payable to a financing company for the purchase of a vehicle, payable in monthly installments of \$864 bearing interest at 3.9 percent, due on June 30, 2020, secured by the vehicle	\$ 51,269
Less current portion	<u>8,524</u>
Long-term portion	<u>\$ 42,745</u>

The balance of the above debt matures as follows:

2015	\$ 8,524
2016	8,862
2017	9,214
2018	9,580
2019	9,960
Thereafter	<u>5,129</u>
Total	<u>\$ 51,269</u>

Interest expense for the years ended December 31, 2014 and 2013 was \$3,702 and \$1,658, respectively.

Note 6 - Retirement Plans

The Company sponsors a 401(k) plan for substantially all employees. The plan provides for the Company to make a required matching contribution. Contributions to the plan totaled \$2,441 for the year ended December 31, 2014. There were no contributions in 2013.

Note 7 - Commitments

Buy/Sell Agreement - The Company has an agreement with one of its members that limits the disposition or transfer of the membership interest and provides for the purchase of the membership interest by the Company in the case of death, disability, or termination of employment of the member. The redemption price is to be based on fair value as determined at the discretion of the manager of the Company at the time of such event.

Services Agreement - The Company has entered into a services agreement with the aforementioned member. The agreement provides for base compensation and a bonus per franchise sale at the discretion of the manager of the Company. Either party may terminate the agreement at any time.

Goldfish Swim School Franchising, LLC

Notes to Financial Statements December 31, 2014 and 2013

Note 8 - Cash Flows

Cash paid for interest and income taxes was as follows:

	<u>2014</u>	<u>2013</u>
Interest	\$ 3,702	\$ 1,658
Income taxes	1,072	-

Goldfish Swim School Franchising, LLC

Years Ended
December 31,
2013 and 2012

Financial
Statements

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

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INDEPENDENT AUDITORS' REPORT

April 7, 2014

Members
Goldfish Swim School Franchising, LLC
Birmingham, Michigan

We have audited the accompanying financial statements of *Goldfish Swim School Franchising, LLC* (the "Company"), which comprise the balance sheets as of December 31, 2013 and 2012, and the related statements of operations, and members' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Independent Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on auditor judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Goldfish Swim School Franchising, LLC as of December 31, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



GOLDFISH SWIM SCHOOL FRANCHISING, LLC

BALANCE SHEETS

	ASSETS	
	December 31	
	2013	2012
Current assets		
Cash	\$ 305,001	\$ 41,077
Accounts receivable	159,673	32,821
Note receivable - member	47,498	55,120
Deposit	2,187	2,187
Prepaid expenses	6,147	4,752
Total current assets	520,506	135,957
Net property and equipment	41,241	32,029
Total assets	\$ 561,747	\$ 167,986
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	\$ 85,108	\$ 100,804
Accrued expenses	32,320	10,471
Advertising collected in excess of funds expended	33,043	-
Deferred revenue	180,000	110,000
Total current liabilities	330,471	221,275
Loan payable, related party	200,795	151,004
Total liabilities	531,266	372,279
Commitments (Notes 4 and 5)		
Members' equity (deficit)	30,481	(204,293)
Total liabilities and members' equity (deficit)	\$ 561,747	\$ 167,986

The accompanying notes are an integral part of these financial statements.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)

	Year Ended December 31	
	2013	2012
Revenue		
Royalties	\$ 633,495	\$ 223,107
Franchise fees	190,000	100,000
Total revenue	<u>823,495</u>	<u>323,107</u>
Operating costs		
Marketing and advertising, net of fees collected	-	37,864
General and administrative expenses	583,376	300,758
Total operating costs	<u>583,376</u>	<u>338,622</u>
Operating income (loss)	<u>240,119</u>	<u>(15,515)</u>
Other income (expense)		
Interest income - related party	1,113	1,455
Interest expense	(1,658)	(627)
Loss on disposal of assets	(4,800)	-
Other (expense) income, net	<u>(5,345)</u>	<u>828</u>
Net income (loss)	<u>234,774</u>	<u>(14,687)</u>
Members' deficit, beginning of year	(204,293)	(168,514)
Members' distributions	-	(21,092)
Member's equity (deficit), end of year	<u>\$ 30,481</u>	<u>\$ (204,293)</u>

The accompanying notes are an integral part of these financial statements.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

STATEMENTS OF CASH FLOWS

	Year Ended December 31	
	2013	2012
Cash flows from operating activities		
Net income (loss)	\$ 234,774	\$ (14,687)
Adjustments to reconcile net income (loss) to net cash provided by operating activities		
Depreciation	8,790	8,371
Loss on disposal of property and equipment	4,800	-
Changes in operating assets and liabilities which (used) provided cash		
Accounts receivable	(126,852)	(13,592)
Prepaid expenses	(1,395)	(3,781)
Deposits	-	(1,337)
Accounts payable and accrued expenses	6,153	70,886
Advertising collected in excess of funds expended	33,043	-
Deferred revenue	70,000	10,000
Net cash provided by operating activities	229,313	55,860
Cash flows from investing activities		
Purchases of property and equipment	(22,802)	(16,453)
Collection on issuance of note receivable - member, net	7,622	(15,120)
Net cash used in investing activities	(15,180)	(31,573)
Cash flows from financing activities		
Net related party borrowings	49,791	4,182
Members' distributions	-	(21,092)
Net cash provided by (used in) financing activities	49,791	(16,910)
Net increase in cash and cash equivalents	263,924	7,377
Cash, beginning of year	41,077	33,700
Cash, end of year	\$ 305,001	\$ 41,077

The accompanying notes are an integral part of these financial statements.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Goldfish Swim School Franchising, LLC (the "Company") is engaged in franchising and support of franchisees in the establishment and operations of Goldfish Swim Schools. Franchise schools are located in Michigan, Ohio, and Illinois.

The Company executes franchise agreements that establish the terms of its arrangement with franchisees. The franchise agreements require the franchisee to pay an initial fee of \$40,000, with a reduction in the franchise fee for opening additional franchises. In addition to the initial investment fee, the franchisee pays the Company a monthly royalty fee of 6% of gross sales and a marketing fund contribution of up to 2% of gross sales.

At December 31, 2013 there were 17 signed franchise agreements for swim schools of which 11 are open and operating. At December 31, 2012 there were 12 signed franchise agreements, with 6 swim schools open and operating.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting year. Actual results could differ from those estimates.

Cash

Cash consists of demand deposits in banks and cash on hand. The Company maintains its deposits in one local financial institution, which at times may exceed the federally insured limits. Management does not believe the Company is exposed to any significant interest rate or other financial risk as a result of these deposits.

Franchising and Revenue Recognition

When an individual franchise agreement is entered into, the Company provides certain services to the franchisee, including site selection and training. The Company recognizes nonrefundable initial fees as revenue when substantially all initial services required by the franchise agreement are performed, which is generally upon opening of a swim school. Until such time any initial fees received are recorded as deferred revenue. Royalty fees are recognized as earned. Franchise fees, royalties, and operating rights are stipulated in franchise agreements which have 20 year terms.

Accounts Receivable

The Company's accounts receivable consist primarily of amounts due from franchisees for royalties and marketing fees, which is owned by members of the franchisor. The Company generally does not require collateral. If the future financial condition of the Company's franchisees were to deteriorate resulting in their inability to make their required payments, management will provide for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts will then be written off through a charge to the valuation allowance and a credit to accounts receivable. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has estimated that realization of losses on balances outstanding at year-end will not be significant.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Major improvements and renewals are capitalized while ordinary maintenance and repairs are expensed. Management annually reviews these assets to determine whether carrying values have been impaired.

Depreciation

Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which range from 3 to 10 years.

Income Taxes

The Company has elected to be taxed as an LLC, under the provisions of Internal Revenue Code whereby taxable income, as well as tax credits, are passed directly to the members for inclusion in their personal tax returns. Therefore, income taxes are not provided in the accompanying financial statements.

The Company analyzes its filing positions in the federal and state jurisdictions where it is required to file income tax returns, as well as all open tax years in these jurisdictions, to identify potential uncertain tax positions. The Company has an accounting policy with respect to the treatment of interest and penalties attributable to income taxes, and reflects any charges for such, to the extent they arise, as a component of its operating expenses.

The Company has analyzed its income tax positions for the years 2010 through 2013, the years which remain subject to examination by major tax jurisdiction as of December 31, 2013. The Company concluded that there are no significant uncertain tax positions requiring recognition in the Company's financial statements. The Company does not expect the total amount of unrecognized tax benefits ("UTB") (e.g. tax deductions, exclusions, or credits claimed or expected to be claimed) to significantly increase in the next 12 months. The Company does not have any amounts accrued for interest and penalties related to UTBs at December 31, 2013 and 2012, and it is not aware of any claims for such amounts by federal or state income tax authorities.

Advertising Expenses

In accordance with the franchise agreement, franchisees pay a percentage of monthly sales to a marketing fund to be used for advertising, marketing and other promotional purposes. The contribution received from franchisees for the marketing fund is segregated into a separate bank account. Any excess amounts remaining in the marketing fund at the end of the year are used for marketing and promotion in the following year. As of December 31, 2013, the Company has a remaining liability of approximately \$33,000 relating to advertising fees collected in excess of advertising expended. As of December 31, 2012, the Company had expended more for advertising and promotion than received from franchisees.

The costs of advertising and product promotion are expensed as incurred. The Company incurred \$236,808 and \$167,836 in advertising costs during 2013 and 2012, respectively.

Subsequent Events

In preparing these financial statements, the Company has evaluated, for potential recognition or disclosure, significant events or transactions that occurred during the period subsequent to December 31, 2013, the most recent balance sheet presented herein, through April 7, 2014, the date these financial statements were available to be issued. No significant such events or transactions were identified.

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

2. NOTE RECEIVABLE - MEMBER

Note receivable - member results from cash advances made. The note bears interest at a rate of 0.2%, is unsecured, and due on demand. Interest in the amount of \$1,113 and \$1,455 was charged on the note during 2013 and 2012, respectively.

3. PROPERTY AND EQUIPMENT

Net property and equipment consists of the following at December 31:

	2013	2012
Property and equipment		
Franchising DVD	\$ 18,000	\$ 18,000
Furniture and equipment	45,329	22,527
Leasehold improvements	-	6,000
Website	<u>10,197</u>	<u>10,197</u>
Total	73,526	56,724
Less accumulated depreciation	<u>32,285</u>	<u>24,695</u>
Net property and equipment	<u>\$ 41,241</u>	<u>\$ 32,029</u>

Depreciation expense was \$8,790 and \$8,371 for 2013 and 2012, respectively.

4. LEASES

In November 2012, the Company entered into a lease agreement for office space. During October 2013, the Company terminated the existing lease and subsequently entered into a new lease agreement with the same leasing company for a larger space. The new lease, which expires during 2016, contains renewal options for a period of 18 months.

Total lease payments made pursuant to the aforementioned leases amounted to \$26,026 for 2013 and \$4,319 for 2012.

The following is a schedule of annual future minimum lease payments required under the operating lease as of December 31, 2013:

Year	Non-Cancelable Operating Leases
2014	\$ 40,238
2015	41,152
2016	<u>42,067</u>
Total minimum payments due	<u>\$ 123,457</u>

GOLDFISH SWIM SCHOOL FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

5. COMMITMENTS

Buy/Sell Agreement

The Company has an agreement with one of its members that limits the disposition or transfer of the membership interest and provides for the purchase of the membership interest by the Company in the case of death, disability, or termination of employment of the member. The redemption price is to be based on fair value as determined at the discretion of the manager of the Company at the time of such event.

Services Agreement

The Company has entered into a services agreement with the aforementioned member. The agreement provides for base compensation and a bonus per franchise sale at the discretion of the manager of the Company. Either party may terminate the agreement at any time.

6. RELATED PARTY TRANSACTIONS

At December 31, 2013 and 2012, the Company had a loan payable to an entity related through common ownership in the amount of \$200,795 and \$151,004, respectively. The Company does not expect the related party to demand payment within one year and therefore has classified the loan as long-term on the balance sheets.

Various transactions with a swim school related through common ownership resulted in accounts receivable of \$3,699 and \$2,936 and marketing fund contributions in the amount of \$52,676 and \$50,614 as of and for the years ended December 31, 2013 and 2012, respectively. During 2013 and 2012, the Company incurred \$53,213 and \$108,707 in management fees and had accounts payable to the related entity in the amount of \$68,872 at December 31, 2012.

7. SUPPLEMENTAL CASH FLOWS INFORMATION

Cash paid for interest amounted to \$1,658 and \$627 during 2013 and 2012, respectively.



EXHIBIT G

**EXHIBIT G TO THE DISCLOSURE DOCUMENT
GOLDFISH SWIM SCHOOL FRANCHISING LLC
LIST OF CURRENT AND TERMINATED FRANCHISEES
AS OF DECEMBER 31, 2015**

CURRENT FRANCHISEES

City, State	Date Opened	Franchisee And Address	Phone Number	Primary Contact	Email Address
Illinois					
Burr Ridge, IL	9/2014	Three Fish, LLC 7055 High Grove Blvd. Suite 200 Burr Ridge, IL 60527	(630) 485-7300	Steve Karapetian	Steve.karapetian@goldfishss.com
Chicago, IL	1/2013	Lincoln Park Swim School, LLC 2630 West Bradley Road Chicago, Illinois 60618	(773) 588-7946	Bob Ryan	Bob.Ryan@goldfishss.com
Evanston, IL	5/2015	Evanston Swim School, Inc. 2008 Dempster Street Evanston, IL 60202	(847) 777-3474	Richard Simtob	Richard.Simtob@goldfishss.com
Mundelein, IL	6/2015	Mundelein Swim School, LLC 1531 S. Lake Street Mundelein, IL 60060	N/A	Richard Simtob	Richard.Simtob@goldfishss.com
Naperville, IL	9/2013	Naperville Swim School, LLC 1688 Quincy Avenue Naperville, Illinois 60540	(630) 305-9775	Randall Barba	Rand.Barba@goldfishss.com
Plainfield, IL	11/2015	Plainfield Swim School, LLC 12315 Rhea Drive Plainfield, IL 60585	(815) 267-9600	Randall Barba	Rand.barba@goldfishss.com
St. Charles, IL	8/2013	A-Train Swimming Co. 3455/3515 Legacy Blvd. St. Charles, Illinois 60174	(630) 584-3474	Alex Tyler	Alex.Tyler@goldfishss.com
Indiana					
Carmel, IN	4/2013	BHB Investment Holdings Carmel, LLC 22710 Haggerty Road, #200 Farmington Hills, MI 48335	(317) 810-0790	Brian Bayer	Brian.Bayer@goldfishss.com
Fishers, IN	1/2015	BHB Investment Holdings Fishers, LLC 11581 Geist Pavilion Drive Suite 114 Fishers, IN 46037	(317) 810-0790	Brian Bayer	Brian.Bayer@goldfishss.com
Maryland					
Columbia, MD	10/2015	Columbia Swim School, LLC 9315 Snowden River Parkway Columbia, MD 21046	(410) 983-3003	Scott Payne	Scott.Payne@goldfishss.com

Massachusetts					
Needham, MA	5/2015	Boston Swim School, LLC 45 Fourth Ave. Needham, MA 02494	(781) 881-2108	Pete Kopic	Peter.Kepic@goldfishss.com
Michigan					
Ann Arbor, MI	8/2011	Ann Arbor Swim School, LLC 2107 West Stadium Blvd Ann Arbor, MI 48103	(734) 864-5555	Richard Simtob	Richard.Simtob@goldfishss.com
Canton, MI	5/2015	BHB Investment Holdings Canton, LLC 225 Sheldon Road Canton Township, MI 48187	(248) 596-1914	Brian Bayer	Brian.Bayer@goldfishss.com
Clarkston, MI	6/2013	Clarkston Swim Academy, Inc. 6340 Waldon Center Drive Clarkston, MI 48346	(248) 795-2252	Mike Mast	Mike.Mast@goldfishss.com
Farmington Hills, MI	10/2009	BHB Investment Holdings, LLC 22710 Haggerty Road, #200 Farmington Hills, MI 48335	(248) 596-1914	Brian Bayer	Brian.Bayer@goldfishss.com
Grand Rapids, MI	7/2012	GR Swim Fish, LLC 2845 Thornhills Avenue Suite S Grand Rapids, MI 49546	(616) 259-0725	Will Alberts	Will.Alberts@goldfishss.com
Macomb, MI	4/2014	BHB Investment Holdings III, LLC 18377 Hall Road Macomb, MI 48044	(248) 596-1914	Brian Bayer	Brian.Bayer@goldfishss.com
Okemos, MI	12/2012	Lansing Swim School, LLC 5135 Times Square Drive, Ste B Okemos, MI 48864	(517) 458-5555	Richard Simtob	Richard.Simtob@goldfishss.com
Rochester, MI	3/2012	BHB Investments II, LLC 550 South Street Rochester, MI 48307	(248) 596-1914	Brian Bayer	Brian.Bayer@goldfishss.com
New Jersey					
Wycoff, NJ	10/2015	Gramercy Place Partners, LLC 327 Franklin Avenue Suite 20 Wycoff, New Jersey 07481	(201) 254-3474	Tim Casper	Tim.Casper@goldfishss.com

Ohio					
Dublin, OH	3/2014	KCB Investment Holdings, LLC 6175 Shamrock Court, Suite G Dublin, OH 43016	(614) 407-3474	Lisa Armitage	Steve.Armitage@goldfishss.com
Warrensville, OH	11/2012	Northeast Ohio Swim School, LLC 4670 Richmond Road, Ste 100 Warrensville, OH 44128	(216) 364-9090	Michael Morris	Michael.Morris@goldfishss.com
Pennsylvania					
Fort Washington, PA	5/2015	Kevane Swim School, LLC 185 Commerce Drive Fort Washington, PA 19034	(215) 220-3828	Greg Kevane	Greg.Kevan@goldfishss.com
Wexford, PA	11/2014	Wexford Swim School, LLC 160 Lake Drive Wexford, PA 15090	(724) 799-8850	Scott Payne	Scott.Payne@goldfishss.com
Virginia					
Reston, VA	11/2014	RGB Holdings, LLC 12340 Pinecrest Road, Suite 150 Reston, VA 20191	(703) 348-3261	Ryan Bewersdorf	Ryan.Bewersdorf@goldfishss.com

FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS BUT NOT YET OPENED

City, State	Date Signed	Franchisee And Address	Phone Number	Primary Contact	Email Address
Illinois					
Glenview, IL	8/15/2014	IL Swim School, INC. 2107 W. Stadium Blvd. Ann Arbor, MI	N/A	Richard Simtob	Richard.Simtob@goldfishss.com
Lincoln Park, IL	6/25/2014	Robert N. Ryan and Katherine C. Ryan as Individuals 2636 N. Dayton Chicago, IL 60614	N/A	Bob Ryan	Bob.Ryan@goldfishss.com
Northbrook, IL	8/15/2014	Northbrook Swim School, LLC 2107 W. Stadium Blvd. Ann Arbor, MI 48103	N/A	Richard Simtob	Richard.Simtob@goldfishss.com
Maryland					
Owings Mills, MD	11/9/2015	Swimschool of Baltimore, LLC 26700 Woodward Ave. Royal Oak, MI 48067	N/A	Scott Payne	Scott.payne@goldfishss.com

Massachusetts					
Braintree, MA	2/5/2015	BH Swim, LLC 579 Granite Street Braintree, MA 02184	(781) 519-6363	Scott Hedges	Scott.hedges@goldfishss.com
Burlington, MA	9/23/2015	Burlington Swim School, LLC 10 B Street Burlington, MA 01803	(871) 881-2108	Pete Kopic	Pete.kopic@goldfishss.com
Westford, MA	11/19/2014	OGQ, LLC 5(A) Lyberty Way Westford, MA 01886	N/A	John Schwab	John.Schwab@goldfishss.com
Ohio					
Dayton, OH	6/10/2015	Dayton Swim School, LLC 671 Lyons Road Dayton, OH 45459	(937) 972-0177	Michael Meilleur	Mike.meilleur@goldfishss.com
Fairview Park, OH	5/29/2015	Pura Vida Swim School, LLC 21599 Lorain Road Fairview Park, OH 44126	(440) 333-5393	Michael Morris	Michael.morris@goldfishss.com
Westerville, OH	10/1/2015	KICSB Holdings, LLC 765 Brookside Blvd. Westerville, OH 43081	(614) 407-3474	Steve Armitage	Steve.armitage@goldfishss.com
Pennsylvania					
Pittsburgh	6/11/2015	South Hills Swim School, LLC 65 Seldom Seen Road Bradford, PA 15015	N/A	Scott Payne	Scott.payne@goldfishss.com
Texas					
Houston, TX	11/21/2014	Sink or Swim, LLC 302 Greenpark Drive Houston, TX 77079	N/A	Robert Chow	Robert.Chow@goldfishss.com
Utah					
Salt Lake City, UT	10/1/2015	HL Swim Club, LLC 1935 E. Vine St. Suite 440 Murray, UT 84121	N/A	Lars Grisley	Lars.grisley@goldfishss.com

FORMER FRANCHISEES

There are no franchisees who have had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the application date.

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with Goldfish Swim School Franchising LLC. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. No franchisees have signed confidentiality clauses in the last 3 years. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT H

EXHIBIT H TO DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Goldfish Swim School Franchising LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Swim School. In this Franchisee Disclosure Questionnaire, Goldfish Swim School Franchising LLC will be referred to as “we” or “us.” The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed Goldfish Swim School Franchising LLC Franchise Agreement and each exhibit, addendum and schedule attached to it?

Yes ___ No ___

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?

Yes ___ No ___

If “No”, what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

3. Have you received and personally reviewed our Disclosure Document we provided to you?

Yes ___ No ___

4. Do you understand all of the information contained in the Disclosure Document?

Yes ___ No ___

If “No”, what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary.)

5. Have you discussed the benefits and risks of operating the Franchised Swim School with an attorney, accountant or other professional advisor and do you understand those risks?
Yes ___ No ___

6. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
Yes ___ No ___

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of the Franchised Swim School that we or our franchisees operate?
Yes ___ No ___

8. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Swim School that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ___ No ___

9. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Swim School?
Yes ___ No ___

10. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ___ No ___

11. If you have answered "Yes" to any of questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.

12. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?
Yes ___ No ___

13. Did you receive the Goldfish Swim School Franchising, LLC Franchise Disclosure Document at least 14 calendar days before this _____ day of _____, 20____, the day on which this Franchise Agreement was executed.

Yes ___ No ___

14. Do you acknowledge that at the time you received the Goldfish Swim School Franchising, LLC Franchise Disclosure Document, it was complete in all material respects, including all exhibits and attachments referenced therein.

Yes ___ No ___

15. Do you acknowledge that you received a completed copy of the Goldfish Swim School Franchising, LLC Franchise Agreement to which this Questionnaire is attached at least 7 calendar days before this date, there being no blanks or spaces not completed therein, except for the date and signatures of the parties.

Yes ___ No ___

16. Do you acknowledge that you are an independent contractor and responsible for running your own Franchised Swim School business and that we do not have any authority to hire or fire your employees?

Yes ___ No ___

17. Do you expressly agree and will never contest otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your Franchised Swim School does not directly or indirectly vest in us the power to hire, fire, or control any such employee?

Yes ___ No ___

18. Do you acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities, and elements of your Franchised Swim School and that under no circumstance shall we do so or be deemed to do so.?

Yes ___ No ___

19. Do you further acknowledge and agree and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Operations Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchised Swim School, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Swim School, but rather are to protect the Goldfish Swim School System and brand?

Yes ___ No ___

You understand that your answers are important to us and that we will rely on them.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

Name of Franchisee/Applicant

Date: _____, 20__

Signature

Name and Title of Person Signing

EXHIBIT I

GOLDFISH SWIM SCHOOL FRANCHISING LLC

MULTI-STATE ADDENDA

EXHIBIT I TO THE DISCLOSURE DOCUMENT

**ADDENDUM TO THE
GOLDFISH SWIM SCHOOL FRANCHISING LLC
UNIFORM FRANCHISE DISCLOSURE DOCUMENT**

FOR THE STATE OF CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA, INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES, AND WAIVER OF JURY TRIAL.

3. Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

- You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

- Neither the franchisor, any person or franchise broker in ITEM 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

4. ITEM 6 "Late Fee" is amended to provide that the highest interest rate allowed under California law is 10%.

5. The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

6. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

7. The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

8. The Franchise Agreement requires litigation to be conducted in Oakland County, Michigan. This provision might not be enforceable for any cause of action arising under California law.

9. The Franchise Agreement requires application of the laws of the state of Michigan apply, with some restrictions. This provision might not be enforceable under California law.

10. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

11. The Franchise Agreement requires binding arbitration. The arbitration will occur in Oakland County, Michigan with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions

Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

12. The following URL address is for the franchisor's website:

www.goldfishswimschool.com

13. The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.corp.ca.gov.

FOR THE STATE OF CONNECTICUT

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

1. ITEM 3 is amended to read as follows:

- Neither the Franchisor nor any person identified in ITEMS 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

- Neither the Franchisor nor any other person identified in ITEMS 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

- Neither the Franchisor nor any person identified in ITEMS 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

- Neither Company nor any person identified in ITEM 2 above is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities & Exchange Act of 1934) suspending or expelling these persons from membership in the association or exchange.

2. ITEM 4 is amended to read as follows:

- During the 10 year period immediately before the date of the Disclosure Document neither Company nor Affiliate, or current officer or general partner of Company, has (a) filed as debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that ever filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code, or that obtained a discharge of its debts under the Bankruptcy Code during or within 1 year after the officer or general partner of Company held this position in the debtor company.

FOR THE STATE OF HAWAII

1. The following list reflects the status of our franchise registrations in the states that have franchise registration and/or disclosure laws:

- This registration is not currently effective in any state.
- This proposed registration is on file with or will shortly be on file with the States of California, Connecticut, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.
- There are no states that have refused, by order or otherwise, to register these franchises.
- There are no states that have revoked or suspended the right to offer these franchises.

2. The Franchise Agreement has been amended as follows:

- The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically, Sections 4.2, 16 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.
- Sections 4.2.9, 18.2.3 and 18.2.6 of the Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise and Sections 5.2, 5.5 and 8.3 require franchisee to sign a general release as a condition to receiving a refund of a portion of the franchise fee following a termination of the franchise; this release shall exclude claims arising under the Hawaii Franchise Investment Law.
- Section 16.2.1.14 of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

3. The Receipt Pages are amended to add the following:

- THIS FRANCHISE WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
- THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
- THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR THE STATE OF ILLINOIS

- For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Franchise Disclosure Act, 815 ILCS 705 governs.
- No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire.
- Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois.
- Any provision in the Franchise Agreement requiring a general release is void if the provision requires a waiver of compliance with the Illinois Franchise Disclosure Act.
- Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void.

ITEM 17 of the Disclosure Document is amended to add the following:

- The conditions under which a franchise can be terminated and your rights upon non-renewal, as well as the application by which you must bring any claims, may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 and 705/20.
- The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

FOR THE STATE OF INDIANA

1. ITEM 8 of the Disclosure Document is amended to add the following:
 - Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.
2. ITEMS 6 and 9 of the Disclosure Document is amended to add the following:
 - The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.
3. ITEM 17 of the Disclosure Document is amended to add the following:
 - Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
 - Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.
 - ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.
 - ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.
 - ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

FOR THE STATE OF MARYLAND

1. ITEM 17 of the Disclosure Document is amended to add the following under the table for the Franchise Agreement and the table for the Area Development Agreement:

- The general release required as a condition of renewal, termination and/or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. Exhibit G to the Disclosure Document is amended as follows:

- Any portion of the Disclosure Questionnaire which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any of these representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FOR THE STATE OF MICHIGAN

1. THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

- A prohibition of your right to join an association of Franchisees.
- A requirement that you assent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- A provision that permits us to terminate a franchise prior to the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.
- A provision that permits us to refuse to renew a franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the Franchised Swim School are not subject to compensation. This subsection applies only if: (a) the term of the franchise is less than 5 years, and (b) you are prohibited by the franchise agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise.
- A provision that permits us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- A provision requiring that litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of litigation, to conduct litigation at a location outside this state.
- A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - The failure of the proposed transferee to meet our then-current reasonable qualifications or standards.
 - The fact that the proposed transferee is our or Subfranchisor's competitor.
 - The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - Your or proposed transferee's failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to

acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17 (g).

- A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services.

2. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

3. Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise Bureau
525 West Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, MI 48933
(517) 373-7117

FOR THE STATE OF MINNESOTA

1. ITEM 13 of the Disclosure Document is amended as follows:
 - As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
2. ITEM 17 of the Disclosure Document is amended as follows:
 - With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement.
 - ITEM 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
 - Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

FOR THE STATE OF NEW YORK

1. All references made herein to a “Disclosure Document” shall be replaced with the term “Offering Prospectus” as used under New York Law.
2. The FDD Cover Page is amended as follows:
 - REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-0332. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.
 - THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE CIRCULAR. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS CIRCULAR.
3. ITEM 3 is amended by the addition of the following language:
 - Neither franchisor, its predecessor, a person identified in ITEM 2, nor an affiliate offering franchises under the franchisor’s principal trademark, has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against that person alleging a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, neither franchisor nor any person identified in ITEM 2 has any pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
 - Neither franchisor, its predecessor, a person identified in ITEM 2, nor an affiliate offering franchises under the franchisor’s principal trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise law, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
 - Neither franchisor, its predecessor, a person identified in ITEM 2, nor an affiliate offering franchises under the franchisor’s principal trademark is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.
4. ITEM 4 is amended to state that:
 - Neither the franchisor, nor its predecessor, officers or general partner of the franchisor has, during the ten (10) year period immediately before the date of the Disclosure Document, has: (a) filed as

a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; (c) was a principal officer of any company or a general partner in any partnership that either filed as a debtor (or had filed against it) a petition to start action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

5. ITEM 5 of the Disclosure Document is amended to add the following:

- The franchise fee will be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the Franchised Swim School for business.

6. ITEMS 6 and 11 of the Disclosure Document are amended to add the following:

- The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

7. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.
- ITEM 17(d) is amended to provide that you may terminate the Agreement on any grounds available by law.
- ITEM 17(j) is amended to state, that no assignment will be made except to an assignee who, in the good faith judgment of Franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement.
- ITEM 17(w) is amended to state that the forgoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by article 33 of the General Business law of the state of New York.

8. Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

FOR THE STATE OF NORTH DAKOTA

1. ITEM 5 of the Disclosure Document is amended by the addition of the following language to the original language:

- Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.
- In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.
- The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply.
- ITEMS 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- ITEM 17(v) is amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- ITEM 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

FOR THE STATE OF RHODE ISLAND

ITEM 17 of the Disclosure Document is amended to add the following:

- The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
- Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document of Goldfish Swim School Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. ITEM 17h of the Disclosure Document is amended to add the following:
 - Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement or development agreement does not constitute “reasonable cause,” as that term is defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

FOR THE STATE OF WASHINGTON

ITEM 17 of the Disclosure Document is amended to add the following:

- In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
- A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.
- Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, including the right to a jury trial may not be enforceable.
- Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer.
- The Franchise Agreement requires any litigation to be conducted in a state other than Washington; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.
- In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

FOR THE STATE OF WISCONSIN

ITEM 17 of the Disclosure Document is amended to add the following:

- The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

EXHIBIT J

Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Goldfish Swim School Franchising, LLC offers you a franchise, Goldfish Swim School Franchising, LLC must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale unless otherwise stated in your state's addendum.

If Goldfish Swim School Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise:

Chris McCuiston	Andrew McCuiston
390 Park Street	390 Park Street
Suite 250	Suite 250
Birmingham, Michigan 48009	Birmingham, Michigan 48009
(800) 856-5120	(800) 856-5120

The issuance date of this Disclosure Document is March 7, 2016, or the effective date in your state, whichever is later.

I have received a Uniform Franchise Disclosure Document dated _____ that included the following exhibits on the date listed below:

- A. LIST OF STATE ADMINISTRATORS
- B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS
- C. FRANCHISE AGREEMENT
- D. AREA DEVELOPMENT AGREEMENT
- E. TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL
- F. FINANCIAL STATEMENTS
- G. LIST OF CURRENT AND TERMINATED FRANCHISEES
- H. FRANCHISEE DISCLOSURE QUESTIONNAIRE
- I. MULTI-STATE ADDENDA
- J. RECEIPT

Please sign and print your name below, date and return one copy of this receipt to Goldfish Swim School Franchising LLC and keep the other for your records.

Date of Receipt

Print Name

Signature

Return to:

(individually or as an officer, member or partner of)

Goldfish Swim School Franchising LLC
390 Park Street
Suite 250
Birmingham, Michigan 48009

(Name of corporation, limited liability company or partnership)
a _____ corporation (State of incorporation)
a _____ limited liability company (State of organization)
a _____ partnership (State where partnership formed)

Receipt

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- I. MULTI -STATE ADDENDA
- J. RECEIPT

Please sign and print your name below, date and return one copy of this receipt to Goldfish Swim School Franchising LLC and keep the other for your records.

_____	_____
Date of Receipt	Print Name

	Signature

Retain for your records

(individually or as an officer, member or partner of)

(Name of corporation, limited liability company or partnership)
a _____ corporation (State of incorporation)
a _____ limited liability company (State of organization)
a _____ partnership (State where partnership formed)