

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 Franchise Administration at 3200 Windy Hill Road SE, Suite 1200E, Atlanta, GA 30339 (Tel. 770-529-4100).

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read your entire 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.

We issued this Disclosure Document on April 25, 2025, as amended on July 1, 2025.

Chief Financial Officer: Josh Greear

Josh Greear has served as our Chief Financial Officer and as the Chief Financial Officer of PSF2 since August 2019. He has served as the Chief Financial Officer of PSFC and PHC since February 2018.

General Counsel and Secretary: Kristin Goran

Kristin Goran has served as our General Counsel and Secretary and as the General Counsel and Secretary of PSF2 since August 2019. She has served as the Chief Legal Officer of PSFC since February 2020. She served as the General Counsel of PSFC from August 2018 to February 2020 and has served as the General Counsel of PHC since April 2018 and as the Secretary of both entities since August 2019.

Chief School Excellence Officer of PSFC: Annette C. Heng, M.Ed.

Annette Heng has served as the Chief School Excellence Officer of PSFC since February 2019.

Chief Development Officer of PSFC: Nick Koros

Nick Koros has served as the Chief Development Officer of PSFC since March 2023. From December 2021 until February 2023, Mr. Koros served as the Chief Development Officer of GO Car Wash in Denver, Colorado. From December 2017 until December 2021, Mr. Koros served as the Senior Vice President Real Estate, Development and Construction of Life Time, Inc. in Minneapolis, Minnesota.

Chief Marketing Officer of PSFC: ~~Tim Roush~~Michelle Peterson

~~Tim Roush~~Michelle Peterson has served as the Chief Marketing Officer of PSFC since January 2020. ~~June 2025.~~ From January 2022 until May 2025, Ms. Peterson served as the Chief Marketing Officer of Kendra Scott, LLC in Austin, Texas. From January 2020 until January 2022, Ms. Peterson served as the Chief Marketing Officer of Pressed Juicery, Inc. in Los Angeles, California.

Chief Early Learning Strategy Officer of PSFC: Amy Jackson

Dr. Amy Jackson has served as the Chief Early Learning Strategy Officer of PSFC since January 2023. Dr. Jackson has served as an Adjunct Professor at Johns Hopkins University since 2016. From October 2022 to January 2023, Dr. Jackson was the Vice President, Applied Research & Strategy for Renaissance Learning in Bloomington, Minnesota. From November 2020 to October 2022, Dr. Jackson was the Vice President, Applied Research & Strategy for Illuminate Education in Irvine, California. From June 2018 to November 2020, Dr. Jackson was the Vice President, Learning & Development for Illuminate Education in Irvine, California.

ITEM 3. LITIGATION

Disclosures Regarding Our Predecessor

Primula Management, LLC v. Primrose School Franchising Company LLC (U.S. District Court Southern District of New York, Case No. 25-cv-1795-AKH, filed March 3, 2025). On March 3, 2025, Primula Management, LLC ("**Primula**"), a vendor of enrollment management software that was seeking to become an approved vendor of Predecessor, brought this action

for the VetFran program (for your first Facility only), \$70,000 if you are an existing franchisee, and \$80,000 if you are a new franchisee.

2. Real Estate Fee - All Tables: You and/or your Real Estate Affiliate (if applicable) must pay us a non-refundable Real Estate Fee for certain services to assist you in developing the Facility, which, depending on the Program, may be payable in installments as specified in the table.
3. Other Real Estate and Development Costs - Tables A and D Only: This estimate includes costs incurred related to the development and construction of the Site, including real estate acquisition costs, development fees, and costs for architects, engineers, attorneys, consultants, construction, affixed equipment, general contractors, and construction managers. These costs are in addition to the Real Estate Fee. A portion of these costs will consist of Development Expenses, as described in Item 5. As described in Item 8, we require that the real estate for your Facility be owned by a Real Estate Affiliate, unless we otherwise approve in writing. Therefore, you can either (a) acquire the land and build the Facility yourself (should you have the funds and financing available to do so) or (b) locate someone who will purchase the land for you, build the Facility, and then lease the land and Facility back to you. ~~Due to the nature of development and the potential for changing economic conditions, these costs can fluctuate greatly depending on the location, size, and condition of the property, local market conditions and demand, local labor and supply costs, and many other factors.~~
4. Utility Security Deposits - All Tables: Utility companies may require a deposit before you occupy your premises and install fixtures and before you begin receiving services. These deposits may or may not be refundable.
5. School Equipment and Supplies - All Tables: The furniture, fixtures, equipment, teaching materials, computer hardware and software, toys, and other items needed to operate a Facility is described in confidential planning and ordering materials that we will provide to you. We will review your proposed orders of these items with you while the Facility is under construction. Typically, the purchase of these items may be financed through a lender as part of the overall project costs. The low estimate is for a smaller Facility, and the high estimate is for a larger Facility. This estimate does not include Sales Tax (where applicable) and Freight Charges.
6. Insurance - All Tables: You must maintain insurance of the types and amounts required by us. The cost of insurance will depend on policy limits, the types of policies, the location of your Facility and other factors. The estimate assumes quarterly payments of your annual premium and includes payments for your first quarter. You may be able to negotiate the method of payment with your insurance agency or carrier.
7. Initial Training Fee - All Tables: See Item 5 for details about the Initial Training Fee. The Initial Training Fee described above is for your first Franchise. However, our current policy is to reduce the Initial Training Fee to \$18,000 for Franchises you purchase after your first Franchise.

8. Marketing, Advertising, and Grand Opening - All Tables: You must spend the Minimum Grand Opening Amount that we specify (ranging from \$40,000 to \$100,000 for new Facilities and, while not reflected in the table, \$15,000 to \$100,000 for Conversion Facilities) for grand opening advertising in the period from six months before to 12 months after the Opening Date (or 12 months after the Opening Date for Conversion Facilities). We may require you to pay us this fee as a deposit, and we will spend such money on grand opening marketing on your behalf. See Items 5 and 11.
9. Transportation Vehicle - All Tables: Unless we determine using a vehicle is not required, your Facility will be required to have at least one vehicle that meets our requirements. Any vehicle used must comply with all applicable federal and state laws and regulations. The purchase price of the vehicle will vary depending on the vehicle chosen, but you may be able to lease a vehicle for approximately 48 to 60 months at an estimated cost of approximately \$900 to \$1,200 per month.
10. Miscellaneous - All Tables: You may spend up to \$45,000 for miscellaneous expenses, such as storage of supplies; legal fees for document review and the formation of an Entity; and payment of payroll and other incidental expenses before you open your Facility.
11. Financing Cost - All Tables: This is an estimate of finance charges you may have to pay prior to and at the closing of your loan, inclusive of lender and U.S. Small Business Administration fees. The finance charges may vary based on the amount you are financing. If the U.S. Small Business Association is a party to the loan, you may be required to pay an SBA Guaranty Fee based upon the loan amount plus lender loan fees. Additional details regarding the SBA Guaranty Fee are available on the U.S. Small Business Administration's website. There may be other lender fees and related costs and expenses in obtaining financing.
12. Additional Funds - 3 Months - All Tables: This is an estimate of your initial expenses for the first three months of operation, such as payroll, supplies, utilities, Royalty Fees, Brand Fund Fees, Software license fees, and other start-up expenses. These initial expenses include costs for transportation, meals, and lodging for attending the on-site portion of Initial Training. Expenses related to Initial Training will depend on a number of factors such as the distance you must travel and the type of accommodations you choose. For the Build-to-Suit Program and Permanent Lease Programs, most franchisees negotiate with their landlord a rent abatement period through at least their first three months of operation, but we have included in the high estimate the cost of three months' rent for a typical Facility in a typical market.

We relied on information provided by certain franchisees' lenders in preparing the estimate for additional expenditures. These figures are estimates and we cannot guarantee that you will not have additional start-up expenses. ~~Your costs will depend on factors such as how well you follow the System, your management abilities, your experience and business skills, local economic conditions, the local market for the services of your Facility, prevailing wage rates, competition, and the revenues generated during the initial period.~~

ITEM 23: ACKNOWLEDGEMENT OF RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement, the Real Estate Development Agreement, and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Primrose School Franchising SPE, LLC offers you a franchise, we 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. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Primrose School Franchising SPE, 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 agency listed on **Exhibit E**.

This franchise is being offered by the following sellers, all of whom are located at 3200 Windy Hill Road SE, Suite 1200E, Atlanta, GA 30339 and whose telephone number is 770-529-4100 (check all that have been involved in the sales process): ☐ John Bae ☐ Kristie Kalinowski ☐ Kim Musso ☐ Jasmina Patel ☐ Lori Ashmore ☐ _____ ☐ _____.

Our registered agents authorized to receive service of process are set forth on **Exhibit E**.

Issuance Date: April 25, 2025, as amended on July 1, 2025

I, personally, and as a duly authorized officer of the prospective franchisee (if the franchisee is an Entity), hereby acknowledge receipt from Primrose School Franchising SPE, LLC of the Franchise Disclosure Document (to which this Receipt is attached) dated April 25, 2025, as amended on July 1, 2025.

This Disclosure Document included the following exhibits: **A.** Financial Statements; **B.** State Specific Addenda to FDD; **C.** Franchise Agreement (including the following exhibits: B. Internet Website Agreement; C. State-Required Addenda; D. Build-to-Suit Program Amendment; E. Permanent Lease Program Amendment; F. Independent Development Program Amendment); **D.** List of Franchisees and Other Facilities-Related Information; **E.** List of State Administrators and Agents for Service of Process; **F.** Confidential Operations Manuals Table of Contents; **G.** Real Estate Development Agreement; **H.** Additional Real Estate Agreements; **I.** General Release; **J.** Development Agreement; and **K.** Franchisee Disclosure Questionnaire.

1) _____
Signature (individually and as an officer/member)

1) _____
Date Disclosure Document Received

Print Name

2) _____
Signature (individually and as an officer/member)

2) _____
Date Disclosure Document Received

Print Name

Print Franchisee's Name

KEEP FOR YOUR RECORDS

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1) _____
Signature (individually and as an officer/member)

1) _____
Date Disclosure Document Received

Print Name

2) _____
Signature (individually and as an officer/member)

2) _____
Date Disclosure Document Received

Print Name

Print Franchisee's Name

TO BE RETURNED TO PRIMROSE