

## FRANCHISE DISCLOSURE DOCUMENT



### FRANCHISOR

Tierra Encantada Franchising, LLC  
A Minnesota limited liability company  
2700 30<sup>th</sup> Avenue  
Minneapolis, MN 55406  
(612) 423-5326  
franchise@tierraencantada.com  
www.tierraencantada.com

As a franchisee of Tierra Encantada Franchising, LLC, you will operate an early childhood education franchise that provides a warm, Spanish-language immersion learning environment for children featuring fresh cooked, on-site meals with organic ingredients, and cloth diapers under the name “Tierra Encantada.”

The total investment necessary to begin operation of a Tierra Encantada franchise is from \$1,455,443 to \$3,062,115. This includes \$48,948 to \$66,922 that must be paid to us as the franchisor or our affiliate.

We may offer to enter into an area development agreement to establish and operate a minimum of two Tierra Encantada franchises at specific locations under individual franchise agreements. The area development fee will be \$60,000 for your first Tierra Encantada franchise, plus \$40,000 for your second Tierra Encantada franchise, and plus \$25,000 for each additional Tierra Encantada franchise to be developed thereafter. The area development fee will then be credited toward the franchise fee owed for each Tierra Encantada developed. Your estimated initial investment will vary based on the number of Tierra Encantada franchises to be developed.

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 the 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 government 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 Tierra Encantada Franchising, LLC, 2700 30th Avenue, Minneapolis, MN 55406, (612) 423-5326, franchise@tierraencantada.com.

The terms of your contract will govern your franchise relationship. Don’t rely on the 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, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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.

**Issuance Date: May 7, 2024, as amended August 13, 2024**

## Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Minnesota. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Minnesota than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement and Area Development Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.
4. **Unopened Franchises.** [The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.](#)  
3.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

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

**The Franchisor**

The franchisor is Tierra Encantada Franchising, LLC, a Minnesota limited liability company. To simplify the language in this Disclosure Document, we will refer to Tierra Encantada Franchising, LLC as “we”, “us”, “our” or “**Tierra Encantada**”. This Disclosure Document will refer to the person or entity that buys the franchise from us as “you” or “your”, and the term includes your partners if you are a partnership, your members if you are a limited liability company or your shareholders if you are a corporation. If you are a corporation, partnership or limited liability company, certain of your owners will have to guarantee your obligations and be obligated to comply with the terms of the franchise agreement and ancillary documents described in this Disclosure Document.

We are a Minnesota limited liability company organized on December 26, 2018. Our principal place of business is 2700 30<sup>th</sup> Avenue, Minneapolis, MN 55406 and our telephone number is (612) 423-5326. We conduct business under the name and mark “Tierra Encantada” and related names, marks and slogans.

We are a franchising company which promotes and sells franchises for the operation of Tierra Encantada centers. We do not own or operate a center of the type being franchised, although we have affiliates that do. We have not offered franchises in any other line of business, and we are not engaged in any business other than selling franchises for Tierra Encantada centers. We began offering franchises on February 15, 2019.

Our agents for service of process are disclosed on Exhibit A to this Disclosure Document.

**Our Parents, Affiliates and Predecessors**

We do not have any predecessors. Our parent company is Tierra Encantada ~~Inc~~LLC, a Minnesota ~~limited liability company organized~~corporation ~~incorporated~~ on ~~July 16~~June 18, 2024~~18~~. Tierra Encantada ~~Inc~~LLC is also the parent company of each of our affiliates that operate Tierra Encantada Centers. Tierra Encantada ~~Inc~~LLC has the same principal address as us. Our parent’s parent company is Vibrant Youth Brands, LLC, a Delaware limited liability company organized on June 11, 2024. Vibrant Youth Brands, LLC has the same principal address as us. Neither Tierra Encantada LLC nor Vibrant Youth Brands, LLC offer franchises in any line of business and are not otherwise engaged in any other type of business activity.

We have 12 affiliates that operate Tierra Encantada Centers or will operate Tierra Encantada Centers that are in the process of opening. The names of each of these affiliates, along with the location of the Tierra Encantada Center that is currently operated or will be operated by that affiliate, are listed below. These affiliates all have the same principal address as us. None of these affiliates engage in any other business activities, provide products or services to our franchisees, or offer franchises in any line of business.

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Affiliate	Center Location
Tierra Encantada Eagan Inc.	4130 Blackhawk Road, Eagan, MN 55112
Tierra Encantada Bryant Inc.	411 E 38 <sup>th</sup> Street, Minneapolis, MN 55409
Tierra Encantada Windom Inc.	5750 Wentworth Avenue, Minneapolis, MN 55419
Tierra Encantada Seward Inc.	2504 35 <sup>th</sup> Avenue South, Minneapolis, MN 55406
Tierra Encantada Hiawatha Inc.	4012 Minnehaha Avenue, Minneapolis, MN 55406
Tierra Encantada – Dodd Inc	855 Vikings Parkway, Eagan, MN 55121
Tierra Encantada – Rochester Inc	3805 Cascade Creek Road NW, Rochester, MN 55901
Tierra Encantada – Old Irving Park Inc	3800 North Milwaukee Avenue Chicago, IL 60641
Tierra Encantada – Addison Inc	14450 Marsh Lane, Addison, TX 75001
Tierra Encantada – Camp Bowie Inc	6201 Sunset Drive Suite 600, Fort Worth, TX 76116
Tierra Encantada – St. Louis Park Inc	4140 Excelsior Blvd, St Louis Park, MN 55416
Tierra Encantada – Overland Park Inc	14310 Metcalf A, Overland Park, KS 66223

Our affiliate, Denzer Holdings, LLC, a Minnesota limited liability company organized on November 4, 2013, directly owns, along with its subsidiaries, real estate for some of our affiliate-owned locations. This entity has the same principal address as us.

Our affiliate, Marlys LLC, a Minnesota limited liability company organized on March 5, 2023, has developed an early childhood education center concept, and is planning, along with its subsidiary, to open its first location in 2025. Marlys LLC does not, as of the date of this Disclosure Document, offer franchises but it may do so in the future. This entity has the same principal address as us.

Each of our affiliates is owned by the same primary ownership group. Except as described above, neither we, nor our affiliates have offered franchises in any other line of business, provide products or services to our franchisees, or otherwise conduct business of the type offered to you in this Disclosure Document. We have no other affiliates required to be disclosed in this Disclosure Document.

**The Franchise**

We offer franchises for centers that operate under the name “Tierra Encantada” (each a “**Tierra Encantada Center**”), which are established and operated using the format and system we developed (the “**System**”). Tierra Encantada Centers operate displaying our interior trade dress, and feature and operate under the Marks (as described below). Tierra Encantada Centers provide warm, Spanish-language immersion learning environments for children featuring fresh cooked on-site meals with organic ingredients, cloth diapers, and offer such other products and services related to the Tierra Encantada concept as we may authorize from time to time (“**Tierra Encantada Products and Services**”). All Tierra Encantada Products and Services are subject to our approval.

Tierra Encantada Centers are characterized by our System. Some of the features of our System include distinctive standards and specifications for the educational curriculum; our specially formulated organic menu and standards and procedures of operating an in-center kitchen; equipment, materials, and supplies; uniform standards, specifications, and procedures for operations and customer service standards; purchasing and sourcing procedures; training and assistance; and marketing and promotional programs. All Tierra Encantada Centers follow our standards for quality of education, nutrition, customer service, professionalism and courtesy, cleanliness and appearance, and ethics. We may add or remove Tierra Encantada Products and Services and/or change, improve, add to, and further develop the elements of the System from time to time and you will be expected to follow suit.

Statements and Balance Sheets (“**Financial Reports**”), which must conform to our accounting standards and policies and tuition payment calendar(s), are due to us no later than the 15<sup>th</sup> of each month or such other day as we establish, for the preceding month. The Royalty Fees, Advertising Contributions and Technology Fees, plus any other fees you owe us or any affiliate of ours at the time, will be withdrawn from your designated bank account by EFT within five business days following our receipt of the Financial Reports. If you do not provide the required Financial Reports on time, we may debit your account for 120% of the last Royalty Fees, Advertising Contributions, Technology Fees (and other fees) that we debited, or we may choose, in our sole discretion, to access your systems to determine the amount to debit. If the Royalty Fees, Advertising Contributions, Technology Fees, and other amounts we debit are less than the fees you actually owe us, we will debit your account for the balance on a day we specify. If the Royalty Fees, Advertising Contributions, Technology Fees, and other amounts we debit are greater than the fees you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following month. You are required to pay the Royalty Fees on any Gross Sales generated or collected during the term of the Franchise Agreement, and your obligation to pay the minimum Royalty Fee of \$500 per week begins on the date by which you are required to open your Center. You will begin paying the Technology Fee on the 15<sup>th</sup> day of the first calendar month following your signing of the Franchise Agreement until your Center opens, at which time you will pay the Technology Fee at the same time and in the same manner as you pay your Royalty Fee. Your obligation to pay the Advertising Contribution begins upon the opening of your Center.

Company and affiliate-owned Tierra Encantada locations are not required to pay Royalty Fees or Technology Fees, but as of the date of this Disclosure Document, they contribute funds to Tierra Encantada ~~Inc-LLC~~ equal to or greater than the Royalty Fee. Company and affiliate-owned Tierra Encantada locations are not required to make contributions to the Advertising Fund nor participate in any applicable established advertising cooperative, but may do so. Company and affiliate-owned Tierra Encantada locations do not have a specific local advertising requirement; however, they will make expenditures in local advertising programs as appropriate.

4. This requirement begins four months prior to the earlier of (a) your planned opening date or (b) your Required Opening Date, and will continue as long as, and during such times as, your Center is not full pursuant to our definitions and requirements. Our current definition of a ‘full’ center is one that has at least an 85% average daily attendance of its total licensed capacity, measured at the end of each month. We recommend you spend more than the minimum amount; market conditions, your Center’s current enrollment, competition from other childcare providers, and other market factors will determine the ideal amount to spend in your market.
5. If you request additional training or assistance, we may charge you our then-current per diem training fee for the additional training provided; and you will also have to reimburse us for all out-of-pocket costs and expenses associated with any additional training, including lodging, food and travel arrangements of the trainers. Additionally, if we determine, in our sole discretion, that you are in need of additional supervision or supplemental training, we may require that you receive such training from us, in which case you agree to also pay our then-current per diem training fee for the additional training provided; and you will also have to reimburse us for all out-of-pocket costs and expenses associated with the additional training, including lodging, food and travel arrangements of the trainers. We may require that you complete refresher and additional training programs, and we may offer the programs on a voluntary basis. If you request that we conduct any additional training sessions (required or voluntary) at your Center(s), and we do so,

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may sell and provide only products and services that we have approved in writing and which conform to our standards and specifications (see also Item 8 above). We have the right, without limit, to change the types of authorized products and services. You must carry and sell all products that we approve and specify to be offered by all Tierra Encantada Centers, unless we otherwise provide our written approval.

You may only sell products and services at or from the Approved Location. If you wish to engage in off-premises activities, you may apply in writing for our approval to do so. If we provide our approval, you may engage in these activities provided that you comply with the programs, policies terms, and conditions that we may establish from time to time. Additionally, you may not engage in any other type of sale, offer to sell, or distribution of products or services, except with our prior written consent. For example, you may not sell products by catalog, mailing, toll free numbers, or by use of the Internet.

You must not use the Franchised Center for any other business or operation or for any other purpose or activity at any time without first obtaining our prior written consent. You must keep the Franchised Center open and in normal operation for the minimum hours and days as we may specify. You must operate the Franchised Center in strict conformity with the methods, standards, and specifications as we prescribe in the Operations Manual or in writing.

**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

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during the entire 2023 calendar year. As no outlets opened or closed in 2023, these figures do not exclude any outlets that operated in 2023. Additionally, for all of these outlets, we also provide a second statement providing a more detailed summary of gross sales, expenses, and income for 2023, as well as certain average performance measures.

The information below about our affiliate-owned outlets is based on revenue and expense reports of those outlets for the years 2018 through 2023, which were not audited. For years prior to 2018, the gross sales information is taken from historical tax returns, which also were not audited. Prospective franchisees should be advised that no certified public accountant has audited these figures or expressed his/her opinion with regard to the content or form. The figures for the franchised outlets are derived from financial statements provided to us by our franchisees for the periods indicated, which have not been audited, but are believed to be reliable.

The Tierra Encantada Centers reported below offer substantially the same products and services as you will as a franchisee operating a franchised unit.

### **STATEMENT #1**

#### **Historical Gross Sales Information from Affiliate-Owned and Franchised Tierra Encantada Centers**

The tables below are grouped into two sets. The first set contains a summary of actual historical gross sales of the nine Tierra Encantada Centers operated by our affiliates that were open during the 2023 calendar year, beginning in the year the outlet first opened for business through 2023. The approximate number of months the outlet was open in its inaugural year of operations is denoted in the row corresponding to the first year of operations. Except for one outlet in Rochester, Minnesota, one outlet in Old Irving Park, Illinois, and one outlet in Addison, Texas, all of the outlets reported below are in the Twin Cities, Minnesota metropolitan area.

The second set of tables contains a summary of actual historical gross sales of the two Tierra Encantada Centers operated by franchisees that were open during the 2023 calendar year, beginning in the year the outlet first opened for business through 2023. The approximate number of months the outlet was open in its inaugural year of operations is denoted in the row corresponding to the first year of operations. The “Minnetonka” outlet is in the Twin Cities, Minnesota metropolitan area, and the “Ford” outlet is in Alexandria, Virginia.

All of our affiliate-owned outlets, as well as both franchised outlets reported below, offer various discounts on tuition to, for example, employees whose children are enrolled at a Tierra Encantada Center and families with more than one student enrolled at a Tierra Encantada Center. Franchisees are not required to offer these types of discounts.

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**Set #2 – Historical Gross Sales Information for Each Franchised Outlet’s  
First Year of Operation Through 2023**

<b>Tierra Encantada – Minnetonka</b>	
	Gross Sales <sup>1</sup>
2021 <i>(5 months)</i>	\$533,788
2022	\$2,037,368
2023	\$2,302,371

<b>Tierra Encantada – Ford</b>	
	Gross Sales <sup>1</sup>
2022 <i>(7 months)</i>	\$673,290
2023	\$2,788,228

1. “Gross Sales” as used herein means the amount of sales of all products and merchandise sold or services rendered in, on, about or from the Tierra Encantada Center, together with any other revenues derived from the operation of the Tierra Encantada Center, whether for cash or on a charge, credit, barter or time basis, and whether collected or uncollected. Gross Sales excludes bona fide customer refunds up to 3% of Gross Sales, provided the related sales have previously been included in Gross Sales and sales taxes collected and paid to the proper authorities. This is the same definition we use in other items of this Franchise Disclosure Document, including the definition of Gross Sales from which we calculate your Royalty Fee.

**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

**STATEMENT #2**

**2023 Actual Results and Select Average Performance Measures of  
Affiliate-Owned and Franchised Tierra Encantada Centers**

The second statement presents actual gross sales, expenses, and income information, including more detailed information about expenditures, for the 12 months ended December 31, 2023, of the nine Tierra Encantada Centers operated by our affiliates, and the two Tierra Encantada Centers operated by franchisees, that were open during all of 2023. These results are presented in three tables: The first two tables present the information about our affiliate-owned Centers and the third table presents the information about franchised Centers. The results of the affiliate-owned outlets have been adjusted, as described in the notes to the statements, to omit costs incurred by our affiliates that a franchised outlet will not incur in the normal course, and to add costs that we reasonably expect a franchisee would incur. This second statement also includes a summary of select average performance information for all Tierra Encantada Centers that were open during the 2023 calendar year, namely, average gross sales, average EBITDA (earnings before interest, taxes, depreciation and amortization), and average EBITDA as a percentage of gross sales.

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## STATE EFFECTIVE DATES

The following states require that this Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	See Separate FDD
Illinois	See Separate FDD
Indiana	<del>May 7, 2024</del> <a href="#">See Separate FDD</a>
Maryland	See Separate FDD
Michigan	<del>May 9, 2024</del> <a href="#">See Separate FDD</a>
Minnesota	Pending
New York	See Separate FDD
North Dakota	<del>June 24, 2024</del> <a href="#">See Separate FDD</a>
South Dakota	<del>May 7, 2024</del> <a href="#">See Separate FDD</a>
Virginia	<del>June 13, 2024</del> <a href="#">See Separate FDD</a>
Washington	<del>Pending</del> <a href="#">See Separate FDD</a>
Wisconsin	<del>May 7, 2024</del> <a href="#">See Separate FDD</a>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT  
(YOUR COPY)**

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

If Tierra Encantada Franchising, LLC offers you a franchise, it 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. New York law requires Tierra Encantada Franchising, LLC to provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a franchise or other agreement with, or make payment to, the franchisor or one of its affiliates in connection with the proposed sale. Michigan requires that Tierra Encantada Franchising, LLC provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, the franchisor or one of its affiliates in connection with the proposed sale.

If [Tierra Encantada Franchising LLC](#) ~~we~~ 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is as follows: Robert Thesing, 2700 30<sup>th</sup> Avenue, Minneapolis, MN 55406, (612) 423-5326, and \_\_\_\_\_ (blank completed only if applicable).

The issuance date of this Disclosure Document is: May 7, 2024, as amended August 13, 2024.

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated May 7, 2024, as amended August 13, 2024, that included the following Exhibits:

Exhibit A – State Administrators/Agents for  
Service of Process  
Exhibit B – State Specific Addendum  
Exhibit C – Franchise Agreement  
Exhibit D – Area Development Agreement  
Exhibit E – Non-Use And Non-Disclosure  
Agreement

Exhibit F – Financial Statements  
Exhibit G – Table of Contents to Confidential  
Operations Manual  
Exhibit H - General Release  
Exhibit I – List of Franchisees  
Exhibit J – State Effective Dates and Receipts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee

\_\_\_\_\_  
Printed Name

PLEASE KEEP THIS COPY FOR YOUR RECORDS

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee

\_\_\_\_\_  
Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, DATE YOUR SIGNATURE, AND RETURN IT TO KRISTEN DENZER, TIERRA ENCANTADA FRANCHISING, LLC, 2700 30<sup>TH</sup> AVENUE, MINNEAPOLIS, MN 55406.