

THE FRANCHISE RELATIONSHIP

PROVISION	SECTIONS IN AGREEMENT	SUMMARY
p. Your death or disability	FA: 20.4	Within 180 days, interest must be assigned to an assignee in compliance with conditions for other transfers. We may designate manager to operate the Center prior to transfer.
	ADA: 7.4	Within 180 days, interest must be assigned by estate to an assignee in compliance with conditions for other transfers.
q. Non-competition covenants during the term of the franchise	FA: 15.3	No involvement in competing business- (subject to state law) .
	ADA: Not Applicable	The ADA does not impose any noncompetition covenants.
r. Non-competition covenants after the franchise is terminated or expires	FA: 15.3 & 22.1	No involvement for 2 years in competing business at your Center or within a 25-mile radius from your Center or any other Center that is open or under development at the time- (subject to state law) .
	ADA: Not Applicable	The ADA does not impose any noncompetition covenants.
s. Modification of the agreement	FA: 25.3 & 25.8	Requires writing signed by both parties (except we may unilaterally change Manual or reduce scope of restrictive covenants). Other modifications primarily to comply with various states laws.
	ADA: 11.6	Requires writing signed by both parties. Other modifications to comply with various states laws.
t. Integration/merger clause	FA: 25.8	Only the terms of the Franchise Agreement and its attachments are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
	ADA: 11.6	Only the terms of the ADA and its attachments are binding (subject to state law). Any representations or promises made outside the Disclosure Document and ADA may not be enforceable. Nothing in the ADA or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The tables below summarize the outlet statistics and the number of Qualifying Outlets:

2023 Outlet Statistics						
Outlet Type	Open Outlets (Jan 1, 2023)	Open Outlets (Dec 31, 2023)	Outlets Opened During 2023	Outlets Closed During 2023	Converted Outlets During 2023	Qualifying Outlets
Franchised	47	44	3	6	0	36
Company-Owned	4	2	0	0	2	2

There are no material differences between the operations of the franchised Qualifying Outlets and the company-owned Qualifying Outlets, [which impact the realization of Gross Sales](#). There are no material differences between the operations of the Qualifying Outlets and the franchised business offered under this Disclosure Document [which impact the realization of Gross Sales](#).

Subsets Utilized

The financial performance representation includes 2023 Gross Sales data for the 36 Qualifying Outlets described above. We have broken down the data between franchised Qualifying Outlets and company-owned Qualifying Outlets. We have also separately broken out the franchised data into subsets based on ranked “tertiles” (i.e. groups of 1/3rd), from highest revenues (Subset 1) to lowest revenues (Subset 3). The following table identifies the total number of franchised Qualifying Outlets in each subset:

Franchise Qualifying Outlet Subset		
Subset 1 (Highest Revenues)	Subset 2 (Middle Revenues)	Subset 3 (Lowest Revenues)
12	12	12

Defined Terms

For purposes of this financial performance representation, the following terms have the meanings given to them below.

“Gross Sales” means all gross sums collected from all goods and services sold, plus all other sums collected from the operation of the Center, including any advertising revenues, sponsorship fees, business interruption insurance proceeds and amounts that third-party marketing agencies, such as Groupon, receive and retain from your customers for marketing goods or services. Gross Sales does not include: (a) sales or use taxes; (b) amounts refunded to customers; or (c) Affiliate Program Sales or Special Program Sales.

Financial Performance Representation

TABLE 1 2023 GROSS SALES: FRANCHISED QUALIFYING OUTLETS					
Subset (Number of Outlets in Subset)	Highest	Lowest	Median	Average	Number & Percent that Achieved/Surpassed Average
All (36 Outlets)	\$421,719	\$7,400	\$139,121	\$148,558	17 of 36 (47.22%)
Subset 1 (12 Outlets)	\$421,719	\$210,932	\$239,960	\$264,080	3 of 12 (25%)

TABLE 1
2023 GROSS SALES: FRANCHISED QUALIFYING OUTLETS

Subset (Number of Outlets in Subset)	Highest	Lowest	Median	Average	Number & Percent that Achieved/Surpassed Average
Subset 2 (12 Outlets)	\$209,977	\$84,268	\$139,121	\$142,010	5 of 11 (41.67%)
Subset 3 (12 Outlets)	\$77,302	\$7,400	\$36,689	\$39,583	6 of 12 (50%)

TABLE 2
2023 GROSS SALES: COMPANY-OWNED QUALIFYING OUTLETS

Subset (Number of Outlets in Subset)	Highest	Lowest	Median	Average	Number & Percent that Achieved/Surpassed Average
All (2 Outlets)	\$169,671	\$154,445	\$162,058	\$162,058	2 of 4 (50%)

Notes:

1. In making the above financial performance representation for franchised Qualifying Outlets, we relied on information that we generated from revenue reports submitted by franchisees as well as the POS systems utilized by the franchisees. The data has not been audited.
2. In making the above financial performance representation for company-owned Qualifying Outlets, we relied on internally prepared financial statements for these outlets. The data has not been audited.
3. The financial performance representation is based on the historical results from the Qualifying Outlets described above.
4. The financial performance representation does not include any expense information. As a franchisee, you will incur expenses, such as payroll, rent, marketing, inventory replenishment, utilities as well as the initial and ongoing fees imposed under the Franchise Agreement.

~~You should consult with your advisors to develop your own estimates of revenues for your Best in Class Education Center.~~

Some Best in Class Education Centers have earnedsold this amount. Your individual results may differ. There is no assurance that you will earn as much.

EXHIBIT "F"
TO DISCLOSURE DOCUMENT
LIST OF FRANCHISEES

Part A (Current Franchisees)

The following table lists franchisees that were open as of December 31, 2023.

FRANCHISEES OPEN AS OF DECEMBER 31, 2023				
State	City	Address	Phone	Owner Name(s)
California	Anaheim Hills	160 S Old Springs Rd, Ste 115	714-912-4148	Olga Jolly
California	Cupertino	20432 Silverado Ave, #215	408-253-3980	Sangeetha Padman
California	Dublin	To Be Determined	925-226-8848	Monika Sharma
California	Elk Grove	7811 Laguna Blvd, Ste. 165	916-525-7274	Jenny Tran
California	Los Angeles	Operating remotely	323-461-1512	Thi-Thi Ma
California	Pleasanton	To Be Determined	925 587-9449	Shwetal Jakate
California	San Diego	12234 Poway Road, Ste. 204	858-866-6446	Manoj Jaiswal
California	San Francisco	780 Broadway	415-333-9168	Kevin Lee
California	San Francisco	4451 Mission St, Ste. 101	415-333-9168	Yan Fang Chen
California	San Jose	1701 Lundy Ave, Ste. 201	408-441-8462	Yau Chor Yeung
California	Sunnyvale	704-744 South Wolfe Rd	(669) 257-0505	Rahul Jain
California**	San Diego	10710 Thornmint Rd, Ste 201	(858) 866-6446	Manoj Jaiswal
California	San Jose	(operating remotely)	(408) 622-8186	Pik Shan Fung
California	Palo Alto	490 California Ave, Ste 100	(650) 272-6581	Shan Zhao
Florida	Brandon	1221 Kingsway Rd	813-713-9874	Rajitha Nidadavolu
Florida**	Land O'Lakes	Operating remotely	813-406-4220	Shah, Nirjhar Rajitha Nidadavolu
Florida	Tampa	10323 Cross Creek Blvd, Ste C	813-406-4220	Nirjhar Shah Rajitha Nidadavolu
Georgia	Milton	13920 Hwy 9 N, Ste 110	(678) 332-2100	Chris Ruttle
Georgia	Johns Creek	3875 Johns Creek Pkwy, Ste D	(678) 332-2100	Chris Ruttle
Maryland	Ellicott City	3570 St Johns Ln	410-988-2545	Aarti Bhargava
Nevada	Reno	10855 Double R Blvd, Ste B2	775-229-8255	Priya Mani
New Jersey	Moorestown	714 E Main St, Ste 1A	856-924-6063	Ruchika Arora
New Jersey	South Orange	71 Valley Street, Ste 200	973-327-9775	Alissa Gardenhire
New Jersey	West Windsor	64 Princeton Hightstown Rd, Ste 6	609-799-0050	Sehr Fatima
Ohio	Mason	5412 Cedar Village Dr.	513-445-9876	Lakshmi Vytla
Ohio	Mayfield Heights	5869 Mayfield Rd	440-459-2197	Haishan Peiris Daniel Akben
Ohio	Solon	34186 Aurora Rd	440-459-2197	Haishan Peiris Daniel Akben
Texas	Allen	Operating remotely	972-656-9242	Su Subramanian
Texas	Bee Cave	12400 State Hwy 71 W, Ste. 505	737-484-1370	Susan Salazar
Texas	Cedar Park	12160 W Parmer Lane, Ste 100	512-375-3245	Madhumati Junnare
Texas	Cypress	12706 Grant Rd	346-704-0547	Veronica Reyna

FRANCHISEES OPEN AS OF DECEMBER 31, 2023

State	City	Address	Phone	Owner Name(s)
Texas	Cypress	7955 Barker Cypress Rd	832-409-1031	Veronica Reyna
Texas	Frisco	615 Main St	972-656-9242	Su Subramanian
Texas	Katy	4950 Katy Gaston Rd.	832-437-2316	Ira Giri
Texas	McKinney	1800 South Independence Pkwy, Ste. 130	972-656-9242	Su Subramanian
Texas	Plano	141 W Spring Creek Pkwy, Ste. 433	469-847-0238	Honghong Ma
Texas	Richmond	18440 W Airport Blvd	908-500-3954	Ira Giri
Texas	Spring	375 Sawdust Rd	832-422-9398	Veronica Reyna
Washington	Bothell	20806 Bothell-Everett Hwy, Ste. 101	425-368-3069	Surendra Mohan
Washington	Issaquah	1505 NW Gilman Blvd, Ste. 6	425-272-1328	Cambridge Liu
Washington**	Issaquah	2550 NE Park Dr.	425-272-1328	Cambridge Liu
Washington	Redmond	16981 Redmond Way	425 900-1545	Sanjeev Gupta
Washington**	Redmond	10735 Cedar Park Crescent NE	425-292-1838	Sanjeev Gupta
Washington**	Sammamish	825 228th Ave. NE	425-880-3788	Cambridge Liu

* These franchisees are also area developers that committed to open multiple franchised businesses under the terms of an area development agreement.

** These outlets are “satellite locations” as described in Item 20 of the Disclosure Document.

The following table lists franchisees with signed franchise agreements that were not open as of December 31, 2023.

FRANCHISEES NOT OPEN AS OF DECEMBER 31, 2023

State	City	Address	Phone	Owner Name(s)
Texas	Frisco	6787 York Castle Ct Frisco, Texas 75035	469-440-9623	Manjula Vedala

* These franchisees are also area developers that have committed to open multiple franchised businesses under the terms of an area development agreement.

Part B (Former Franchisees Who Left System During Prior Fiscal Year)

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)
California	Fremont	(510) 468-0436	Hong Chau
California	Torrance	(310) 210-4030	Vanita Aggarwal
Florida	Land O'Lakes	(813) 454-7852	Nirjhar Shah
Florida **	Tampa	(813) 454-7852	Nirjhar Shah
Ohio	Mayfield Heights	(330) 641-0115	Haishan Peiris
Ohio	Solon	(330) 641-0115	Haishan Peiris
Oregon	Beaverton	(503) 878-8867	Karnika Jhaveri
Texas	Houston	(832) 672-4322	Carole Said
Texas	Round Rock	(512) 520-2521	Samatha Burla
Texas	Spring	(214) 718-2505	Yemmi Lemma

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the

CALIFORNIA

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the Disclosure Document.
2. 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.
3. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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 such persons from membership in such association or exchange.
4. The Franchise Agreement and Supplemental Agreements require binding arbitration. The arbitration will occur in Washington with the costs being borne initially by the party filing for arbitration.
5. Prospective franchisees are encouraged to consult private 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 a Franchise Agreement or Supplemental Agreement restricting venue to a forum outside the State of California.
6. The Franchise Agreement and Supplemental Agreements require application of the laws of Washington. This provision may not be enforceable under California law.
7. The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
8. The Franchise Agreement and Supplemental Agreements ~~may~~ contain a covenant not to compete which extends beyond the termination of the franchise. ~~This provision may not be enforceable~~△ contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California ~~law~~Business and Professions Code Section 16600.
9. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.
10. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.
11. You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
12. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT <https://dfpi.ca.gov/>.

13. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

MINNESOTA

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 Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

~~1. Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a general release.~~

- ~~• We will comply with Minnesota Statute Section 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 for non renewal of the Franchise Agreement or Supplemental Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.~~

1. ~~Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us~~ the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring ~~you~~ the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of your the franchisee's rights as provided for in Minnesota Statutes, chapter 80C, or your Statute 80C.21 (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. ~~In addition, we will comply with the provisions of Minnesota Rule 2860.4400(J), which state that you cannot waive any rights, you cannot consent to our obtaining injunctive relief, we may seek injunctive relief, and a court will determine if a bond is required.~~

~~We will comply with~~

2. With respect to franchisees governed by Minnesota law, the franchiser will comply with Minnesota Statute Section 80C.12, 14 Subd. 1(g), 3-5, which requires require (except in certain specified cases)

- that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and
- that consent to the transfer of the franchise will not be unreasonably withheld.

~~we~~

~~2.3. Minnesota considers it unfair to not protect you~~ the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify you the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

4. ~~We~~ Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with Minnesota Statute Section 80C.17, Subd. 5 regarding limitation of.

7. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges. Please amend the Minnesota Addendum accordingly.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming

reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.