

**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- <a href="#">(subject to state law)</a> .   |
|   | 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- <a href="#">(subject to state law)</a> .  |
|   | 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<br>(Jan 1, 2023) | Open Outlets<br>(Dec 31, 2023) | Outlets Opened<br>During 2023 | Outlets Closed<br>During 2023 | Converted Outlets<br>During 2023 | Qualifying<br>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 1/3<sup>rd</sup>), 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<br>(Highest Revenues)     | Subset 2<br>(Middle Revenues) | Subset 3<br>(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<br>2023 GROSS SALES: FRANCHISED QUALIFYING OUTLETS |           |           |           |           |   |
|--|-----------|-----------|-----------|-----------|---|
| Subset<br>(Number of Outlets in Subset)                    | Highest   | Lowest    | Median    | Average   | Number & Percent that<br>Achieved/Surpassed Average |
| All<br>(36 Outlets)  | \$421,719 | \$7,400   | \$139,121 | \$148,558 | 17 of 36 (47.22%)                                   |
| Subset 1<br>(12 Outlets)                                   | \$421,719 | \$210,932 | \$239,960 | \$264,080 | 3 of 12 (25%)                                       |

**TABLE 1**  
**2023 GROSS SALES: FRANCHISED QUALIFYING OUTLETS**

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

**TABLE 2**  
**2023 GROSS SALES: COMPANY-OWNED QUALIFYING OUTLETS**

| Subset<br>(Number of Outlets in Subset) | Highest   | Lowest    | Median    | Average   | Number & Percent that<br>Achieved/Surpassed Average |
|---|-----------|-----------|-----------|-----------|---|
| All<br>(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 earned sold 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.

| <b>FRANCHISEES OPEN AS OF DECEMBER 31, 2023</b> |                  |                                   |                |   |
|---|------------------|-----------------------------------|----------------|---|
| <b>State</b>                                    | <b>City</b>      | <b>Address</b>                    | <b>Phone</b>   | <b>Owner Name(s)</b>  |
| 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 J 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   | <del>Shah, Nirjhar</del> <a href="#">Rajitha Nidadavolu</a> |
| Florida   | Tampa            | 10323 Cross Creek Blvd, Ste C     | 813-406-4220   | <del>Nirjhar Shah</del> <a href="#">Rajitha Nidadavolu</a>  |
| 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   | <del>Haishan Peiris</del> <a href="#">Daniel Akben</a>      |
| Ohio  | Solon            | 34186 Aurora Rd                   | 440-459-2197   | <del>Haishan Peiris</del> <a href="#">Daniel Akben</a>      |
| 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<br>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                |
| <a href="#">Florida</a>    | <a href="#">Land O'Lakes</a>     | <a href="#">(813) 454-7852</a>                  | <a href="#">Nirjhar Shah</a>   |
| <a href="#">Florida</a> ** | <a href="#">Tampa</a>            | <a href="#">(813) 454-7852</a>                  | <a href="#">Nirjhar Shah</a>   |
| <a href="#">Ohio</a>       | <a href="#">Mayfield Heights</a> | <a href="#">(330) 641-0115</a>                  | <a href="#">Haishan Peiris</a> |
| <a href="#">Ohio</a>       | <a href="#">Solon</a>            | <a href="#">(330) 641-0115</a>                  | <a href="#">Haishan Peiris</a> |
| Oregon                     | Beaverton                        | (503) 878-8867                                  | Karnika Jhaveri                |
| Texas                      | Houston                          | (832) 672-4322                                  | Carole Said                    |
| Texas                      | Round Rock                       | (512) 520-2521                                  | Samatha Burla                  |
| <a href="#">Texas</a>      | <a href="#">Spring</a>           | <a href="#">(214) 718-2505</a>                  | <a href="#">Yemmi Lemma</a>    |

**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 60A.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.