

**Colorado Front Range North Performance:**

**Table 1**

**Financial Performance<sup>2</sup>  
Colorado Front Range North**

	<b>2023</b>	
Total Gross Revenue <sup>3</sup>	\$ 408,547	100%
Cost of Goods Sold		
Direct Labor	\$ 116,447	28.5%
Cost of Materials and Supplies <sup>4</sup>	\$ 47,702	11.7%
Total Cost of Goods Sold	\$ 164,149	40.2%
Gross Margin	\$ 244,398	59.8%
Franchise Expenses not incurred by our affiliate <sup>5</sup>		
Royalty 8%	\$ 32,684	8.0%
Brand Fund 1%	\$ 4,085	1.0%
Internal Systems Fee \$375/month	\$ 4,500	1.1%
Local Advertising min \$100/month	\$ 1,200	0.3%
Adjusted Gross Margin after Franchise Expenses	\$ 201,929	49.4%

**Table 2**

**Gross Revenue by Category  
Colorado Front Range North**

	<b>2023</b>	
After School Programs <sup>6</sup>	\$280,937	68.8%
Camps <sup>7</sup>	\$116,176	28.4%
Private Events <sup>8</sup>	\$11,434	2.8%
Total Gross Revenue	\$408,547	100%

**Table 3**

**Average Gross Revenue by Category  
Colorado Front Range North**

	<b>2023</b>
After School Programs <sup>6</sup>	
Total Gross Revenue	\$280,937
Total Schools <sup>9</sup>	62
Average School	\$4,531
Highest School	\$15,619
Lowest School	\$480
Median School	\$3,958
Number Achieving/Exceeding Average	29
Camps <sup>7</sup>	
Total Gross Revenue	\$116,176
Total Camps <sup>10</sup>	18
Average Camp	\$6,454
Highest Camp	\$31,671
Lowest Camp	\$240
Median Camp	\$3,656
Number Achieving/Exceeding Average	5

**Colorado Front Range Central/South Performance:**

**Table 4**  
**Financial Performance<sup>2</sup>**  
**Colorado Front Range Central/South**

	<b>2023</b>	
Total Gross Revenue <sup>3</sup>	\$370,440	100.0%
Cost of Goods Sold		
Direct Labor	\$101,875	27.5%
Cost of Materials and Supplies <sup>4</sup>	\$36,506	9.9%
Total Cost of Goods Sold	\$138,381	37.4%
Gross Margin	\$232,059	62.6%
Franchise Expenses not incurred by our affiliate <sup>5</sup>		
Royalty 8%	\$29,635	8.0%
Brand Fund 1%	\$3,704	1.0%
Internal Systems Fee \$375/month	\$4,500	1.2%
Local Advertising min \$100/month	\$1,200	0.3%
Adjusted Gross Margin after Franchise Expenses	\$193,020	52.1%

**Table 5**

**Gross Revenue by Category  
Colorado Front Range Central South**

	<b>2023</b>	
After School Programs <sup>6</sup>	\$253,591	68.5%
Camps <sup>7</sup>	\$108,544	29.3%
Private Events <sup>8</sup>	\$8,305	2.2%
Total Gross Revenue	\$370,440	100%

**Table 6**

**Average Gross Revenue by Category  
Colorado Front Range Central/South**

	<b>2023</b>
After School Programs <sup>6</sup>	
Total Gross Revenue	\$253,591
Total Schools <sup>9</sup>	60
Average School	\$4,227
Highest School	\$10,031
Lowest School	\$572
Median School	\$3,695
Number Achieving/Exceeding Average	26
Camps <sup>7</sup>	
Total Gross Revenue	\$108,544
Total Camps <sup>10</sup>	15
Average Camp	\$7,236
Highest Camp	\$47,580
Lowest Camp	\$240
Median Camp	\$3,000
Number Achieving/Exceeding Average	3

**Chicago IL North/West Performance:**

**Table 7**

**Financial Performance<sup>2</sup>  
Chicago IL North/West**

	<b>2023</b>	
Total Gross Revenue <sup>3</sup>	\$226,679	100.0%

Cost of Goods Sold		
Direct Labor	\$64,890	28.6%
Cost of Materials and Supplies <sup>4</sup>	\$19,686	8.7%
Total Cost of Goods Sold	\$84,576	37.3%
Gross Margin	\$142,103	62.7%
Franchise Expenses not incurred by our affiliate <sup>5</sup> expenses <sup>11</sup>		
Royalty 8%	\$18,134	8.0%
Brand Fund 1%	\$2,267	1.0%
Internal Systems Fee \$375/month	\$4,500	2.0%
Local Advertising min \$100/month	\$1,200	0.5%
Adjusted Gross Margin after Franchise Expenses	\$116,002	51.2%

**Table 8**

**Gross Revenue by Category  
Chicago IL North/West**

	2023	
After School Programs <sup>6</sup>	\$155,816	68.7%
Camps <sup>7</sup>	\$70,518	31.1%
Private Events <sup>8</sup>	\$345	0.2%
Total Gross Revenue	\$226,679	100.0%

**Table 9**

**Average Gross Revenue by Category  
Chicago IL North/West**

After School Programs <sup>6</sup>	2023
Total Gross Revenue	\$155,816
Total Schools <sup>9</sup>	25
Average School	\$6,233
Highest School	\$14,311
Lowest School	\$924
Median School	\$6,192
Number Achieving/Exceeding Average	12
Camps <sup>7</sup>	
Total Gross Revenue	\$70,518
Total Camps <sup>10</sup>	6
Average Camp	\$11,753
Highest Camp	\$21,498
Lowest Camp	\$3,240
Median Camp	\$12,150
Number Achieving/Exceeding Average	3

**Chicago IL Northshore Performance:**

**Table 10**

**Financial Performance<sup>2</sup>  
Chicago IL Northshore**

	<b>2023</b>	
Total Gross Revenue <sup>3</sup>	\$463,622	100.0%
Cost of Goods Sold		
Direct Labor	\$138,153	29.8%
Cost of Materials and Supplies <sup>4</sup>	\$39,002	8.4%
Total Cost of Goods Sold	\$177,155	38.2%
Gross Margin	\$286,467	61.8%
Franchise Expenses not incurred by our affiliate <sup>5</sup> expenses <sup>11</sup>		
Royalty 8%	\$37,090	8.0%
Brand Fund 1%	\$4,636	1.0%
Internal Systems Fee \$375/month	\$ 4,500	1.0%
Local Advertising min \$100/month	\$1,200	0.3%
Adjusted Gross Margin after Franchise Expenses	\$239,041	51.5%

**Table 11**

**Gross Revenue by Category  
Chicago IL Northshore**

	<b>2023</b>	
After School Programs <sup>6</sup>	\$361,674	78.0%
Camps <sup>7</sup>	\$101,288	21.9%
Private Events <sup>8</sup>	\$660	0.1%
Total Gross Revenue	\$463,622	100.0%

**Table 12**

**Average Gross Revenue by Category  
Chicago IL Northshore**

	<b>2023</b>
After School Programs <sup>6</sup>	
Total Gross Revenue	\$361,674

Total Schools <sup>9</sup>	56
Average School	\$6,458
Highest School	\$17,134
Lowest School	\$792
Median School	\$6,074
Number Achieving/Exceeding Average	23
Camps <sup>7</sup>	
Total Gross Revenue	\$101,288
Total Camps <sup>10</sup>	13
Average Camp	\$7,791
Highest Camp	\$15,660
Lowest Camp	\$1,560
Median Camp	\$5,700
Number Achieving/Exceeding Average	5

**Austin, TX Performance**

**Table 13**

**Financial Performance<sup>2</sup>  
Austin, TX**

	<b>2023</b>	
Total Gross Revenue <sup>3</sup>	\$283,917	100.0%
Cost of Goods Sold		
Direct Labor	\$86,191	30.3%
Cost of Materials and Supplies <sup>4</sup>	\$40,538	14.3%
Total Cost of Goods Sold	\$126,729	44.6%
Gross Margin	\$157,188	55.4%
Franchise Expenses not incurred by our affiliate <sup>6</sup> expenses <sup>11</sup>		
Royalty 8%	\$22,714	8.0%
Brand Fund 1%	\$2,839	1.0%
Internal Systems Fee \$375/month	\$4,500	1.6%
Local Advertising min \$100/month	\$1,200	0.4%
Adjusted Gross Margin after Franchise Expenses	\$125,935	44.4%

**Table 14**

**Gross Revenue by Category  
Austin, TX**

	<b>2023</b>	

After School Programs <sup>6</sup>	\$222,142	78.3%
Camps <sup>7</sup>	\$59,695	21.0%
Private Events <sup>8</sup>	\$2,080	0.7%
Total Gross Revenue	\$283,917	100.0%

**Table 15**

**Average Gross Revenue by Category  
Austin, TX**

	<b>2023</b>
After School Programs <sup>6</sup>	
Total Gross Revenue	\$222,142
Total Schools <sup>9</sup>	63
Average School	\$3,526
Highest School	\$13,560
Lowest School	\$500
Median School	\$2,142
Number Achieving/Exceeding Average	21
Camps <sup>7</sup>	
Total Gross Revenue	\$59,695
Total Camps <sup>10</sup>	9
Average Camp	\$6,633
Highest Camp	\$12,485
Lowest Camp	\$945
Median Camp	\$6,271
Number Achieving/Exceeding Average	4

**Notes:**

<sup>1</sup> Territory student population represents the total number of students in grades PK through 5 within the defined territory. Territory student population data was obtained from the National Center for Education Statistics, and includes student population for grades PK through 5 in both public and private schools.

<sup>2</sup> Data is taken from our internally developed sales software. The data is unaudited.

<sup>3</sup> Gross Revenue represents the total revenues received by each outlet/territory during each of the calendar years. Gross Revenue does not include (a) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (b) properly documented refunds to customers, and (c) properly documented promotional discounts (i.e. coupons).

<sup>4</sup> Cost of Materials and Supplies represents the cost of materials and supplies used in teaching of the classes including food ingredients, paper products, and chef kits.

<sup>5</sup> Our affiliate-owned outlets are not subject to the same fees that you are required to pay pursuant to your Franchise Agreement. Imputed royalties and brand fund contributions are based on sales achieved by our affiliate-owned outlet.

<sup>6</sup> After School Programs are Sticky Fingers Cooking classes offered as after school enrichment at schools primarily, but can also be held at non-school venues.

<sup>7</sup> Camps are Sticky Fingers Cooking programs offered in school and non-school venues consisting of single and multi-day camps, mostly occurring during the summer months

<sup>8</sup> Private Events are classes conducted for individual consumers and are primarily one-hour private children’s parties.

<sup>9</sup> Total Schools represents the number of schools in which we provided services and generate revenue.

<sup>10</sup>Total Camps represents the total number of camp venues at which we provided services and generated revenue in each respective year. An individual camp venue may offer more than one camp session.

<sup>11</sup>The Royalty, Brand Fund and Internal System Fee are fees charged by us in accordance with the franchise agreement. The Local Advertising fee is the amount the Franchisee shall spend for the Franchise Business in the territory.

Written substantiation will be made available to you upon reasonable request.

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

Other than the above disclosure, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. 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 Erin Fletter, 3030 E. 6<sup>th</sup> Avenue, Denver, Colorado 80206, and 303-648-4078, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20: OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1  
System-wide Outlet Summary  
For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the	Outlets at the End of the Year	Net Change
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## EXHIBIT A

### LIST OF STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500/1600	Minnesota Commissioner of Commerce

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY THE STATE OF MINNESOTA**

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:  
  
Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is \$30.00 per occurrence.
2. Item 17 is amended to state:
  - (a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
  - (b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Sticky Fingers Cooking franchise.
  - (c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.
  - (d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.
  - (e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.
  - (f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J)~~;~~.

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.

**AMENDMENT TO THE SFC TEAM FRANCHISE, LLC**  
**FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached SFC Team Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee’s assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.
2. To the extent of any inconsistencies, Section 5.1.1 of the Franchise Agreement is hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days’ notice for non-renewal of the Franchise Agreement.”
3. To the extent of any inconsistencies, Section 6.4 of the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars (\$30.00) per occurrence.
4. To the extent of any inconsistencies, Sections 17.1 through 17.3 of the Franchise Agreement are hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days’ notice of termination (with 60 days to cure)”.
5. To the extent of any inconsistencies, Article 20, Dispute Resolution, of the Franchise Agreement is hereby amended to state:

“Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee’s rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.”

6. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logos or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
  
7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.
  
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.

The parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

SFC TEAM FRANCHISE, LLC

By: \_\_\_\_\_

Erin Fletter, CEO  
 \_\_\_\_\_  
 (Print Name, Title)

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
 (Print Name, Title)

PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_  
 (Print Name)

PRINCIPAL:

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(Print Name)