

EXHIBITS

Exhibit A	List of State Agencies/Agents For Service of Process
Exhibit B	Franchise Agreement (with Exhibits)
Exhibit C	Addendum to Franchise Agreement (Multi-Unit)
Exhibit D	Addendum to First Franchise Agreement (Royalty Reduction)
Exhibit E	Addendum to Franchise Agreement (Vet*Fran Program)
Exhibit F	Addendum to Franchise Agreement (Renewal)
Exhibit G	Addendum to Franchise Agreement (First In Market Program)
Exhibit H	Collateral Assignment of Lease
Exhibit H (1)	Lease Option Agreement
Exhibit I	Addendum to Franchise Agreement (Transfers)
Exhibit J	General Release Agreement
Exhibit K	Acknowledgement and Representations Statement <u>[Intentionally Omitted]</u>
Exhibit L	Table of Contents – Administrative Operations Manual
Exhibit M	List of Franchisees
Exhibit N	List of Franchisees Who Have Left the System
Exhibit O	Financial Statements
Exhibit P	State Addenda
Exhibit Q	State Effective Dates
Exhibit R	Receipt

Exhibit G	Addendum to Franchise Agreement (First In Market Program)
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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.

ITEM 23: RECEIPTS

The last page of this Franchise Disclosure Document is a detachable document acknowledging receipt of the Franchise Disclosure Document (*See Exhibit R*).

EXHIBIT K

~~**ACKNOWLEDGEMENT AND REPRESENTATIONS STATEMENT**~~

~~**(FRANCHISE AGREEMENT)**~~ **[Intentionally Omitted]**

ACKNOWLEDGEMENT AND REPRESENTATIONS STATEMENT

~~Each of the Undersigned Acknowledges and Agrees as follows:-~~

~~1. I/We are solely responsible for securing funding for our Kiddie Academy franchise.~~

~~Agree: _____ Disagree: _____ Initials: _____; _____; _____; _____; _____; _____~~

~~2. I/We are solely responsible for selecting a lender and ensuring that the financing is adequate for my/our Academy.~~

~~Agree: _____ Disagree: _____ Initials: _____; _____; _____; _____; _____; _____~~

~~3. The lease negotiation process (if I/we are not purchasing land for our Academy) and build out process vary greatly in time and costs depending upon my/our jurisdiction, building type, financial condition and personal choices. Every site is different and the process and requirements for each Kiddie Academy site vary significantly.~~

~~Agree: _____ Disagree: _____ Initials: _____; _____; _____; _____; _____; _____~~

~~4. The ability to perform business accounting is critical to the success or failure of my/our Academy.~~

~~Agree: _____ Disagree: _____ Initials: _____; _____; _____; _____; _____; _____~~

~~5. I/We may incur costs in unsuccessful negotiations for a site for the Academy.~~

~~Agree: _____ Disagree: _____ Initials: _____; _____; _____; _____; _____; _____~~

~~6. The Franchisor reviews each application for a Franchise separately at the time the application is made. I/we have only been approved by Franchisor to sign this one Franchise Agreement for this one specific designated search area only. Franchisor has not agreed to permit me/us to enter into additional Franchise Agreements in the future, and Franchisor may determine that no future or additional Franchise Agreements may be signed by me/us, or that I/we may be limited by Franchisor in the number of Franchise Agreements I/we may be permitted to sign in the future.~~

~~Agree: _____ Disagree: _____ Initials: _____; _____; _____; _____; _____; _____~~

{Signatures on the following page}

Each of the undersigned hereby certifies to Franchisor that the foregoing is true and correct.

[NAME OF INDIVIDUAL FRANCHISEE] Date

[NAME OF CORPORATE/LLC FRANCHISEE]

By:

[NAME, TITLE] Date

~~PLEASE NOTE: Acknowledgements and Representations in this statement are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

HAWAII

ADDENDUM TO THE
KIDDIE ACADEMY DOMESTIC FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

[Remainder of Page Intentionally Left Blank]

~~6. Exhibit K, "Acknowledgement and Representations Statement (Franchise Agreement)," shall be amended by adding the following language at the end of each exhibit:~~

~~Acknowledgements and Representations in this statement are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

76. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Addendum. The Addendum shall have no force or effect if such jurisdictional requirements are not met.

87. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

[Remainder of Page Intentionally Left Blank]

AMENDMENT TO THE KIDDIE ACADEMY DOMESTIC FRANCHISING, LLC
ACKNOWLEDGEMENT AND REPRESENTATIONS STATEMENT
(FRANCHISE AGREEMENT)
REQUIRED BY THE STATE OF MARYLAND

~~_____ In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN. BUS. REG. § 14-201 et seq. (2015 Repl. Vol.), the parties to the attached Kiddie Academy Domestic Franchising, LLC Acknowledgement and Representations Statements (Franchise Agreement) agree as follows as of _____.~~

~~_____ 1. _____ The Acknowledgement and Representations Statement (Franchise Agreement) shall be amended by the addition of the following language:~~

~~_____ Acknowledgements and Representations in this statement are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

FRANCHISOR:

Kiddie Academy Domestic Franchising, LLC

By: _____

{NAME, TITLE}

Date: _____

FRANCHISEE:

{BUSINESS ENTITY}

By: _____

{NAME, TITLE}

Date: _____

{NAME}, an individual

Date: _____

{NAME}, an individual

Date: _____

**RECEIPT
(OUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If KADF offers you a franchise, it must provide this disclosure document to you at least 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.

The States of Connecticut and Michigan require that KADF provide this disclosure document to you at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If KADF 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 appropriate state agency identified on Exhibit A.

The Franchisor is Kiddie Academy Domestic Franchising, LLC and our FRANCHISE SELLER for this potential franchise sale is: Jeff Brazier, or _____, a member of our Franchise Development Department. Our and the Franchise Seller’s principal business address and telephone number are: 3415 Box Hill Corporate Center Drive, Abingdon, Maryland 21009-1201, (410) 515-0788.

The issuance date of this Disclosure Document is March 29, 2024.

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I/we received this Disclosure Document on the date indicated below, that included the preceding Exhibits:
Prospective Franchisee(s):

Date

Printed Name:

Date

Printed Name:

**RECEIPT
(YOUR COPY)**

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Date

Printed Name: _____

Date

Printed Name: _____