

, as amended January 14, 2026

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

To simplify the language in this Franchise Disclosure Document, “KSF,” and “we,” “us,” and “our” means Kidcreate Studio Franchising, LLC, the franchisor. “You,” “your,” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from KSF.

### The Franchisor

KSF is a Texas limited liability company formed on December 10, 2015. Our principal business address is 7566 Market Place Drive, Eden Prairie, Minnesota 55344. We have offered franchises for Kidcreate Two in One Studio Businesses since May 2016 and began offering Kidcreate Mobile Studio Businesses, previously referred to as “Kidcreate On the Go Businesses” in August 2020. We do not offer franchises in any other line of business.

We operate under the name Kidcreate Studio Franchising, LLC, Wonderplay Brands, Kidcreate Two in One Studio and Kidcreate Mobile Studio. We do not conduct business under any other name or in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document, but we may do so in the future.

Our agent for service of process in Texas is InCorp Services, Inc., 815 Brazos Street Suite 500, Austin, Texas 78701. Our agents for service of process for other states are identified by state in Exhibit A.

### Our Parents, Predecessors and Affiliates

~~Our parent company is Lara Schinke-Olson, Inc. (“LSO”). LSO’s principal business address is 9375 Coldstream Lane, Eden Prairie, Minnesota 55347. We have several parent companies. KSF is a wholly-owned subsidiary of Kidcreate Holdings, Inc. (“Kidcreate Holdings”), which is a wholly-owned subsidiary of LSO H&H LLC (“LSO H&H”). LSO H&H’s parents are Helm & Harbor Youth Brands LLC (“Helm & Harbor”) and Lara Schinke-Olson, Inc. (“LSO”). LSO was formerly our sole parent. LSO owns the Marks and licenses them to us. LSO also operates one Kidcreate Two in One Studio Business of the type to be operated by franchisees and has done so since 2007. ~~LSO does not offer franchises in any line of business.~~ Kidcreate Holdings and LSO H&H share a principal business address at 717 Texas Avenue, Suite 1200, Houston, TX, 77002. Helm & Harbor’s principal business address is 3120 Southwest FWY STE 101, Houston, TX, 77098. LSO’s principal business address is 9375 Coldstream Lane, Eden Prairie, Minnesota 55347. None of these parent companies, Kidcreate Holdings, LSO H&H, Helm & Harbor and LSO, have offered franchises in any line of business. We do not have any predecessors required to be included in this Item.~~

Our affiliate, Extreme Art Franchising, LLC (“Affiliate Franchisor”) previously offered Extreme Art franchises from September 2023 to April 2024 (“Extreme Art Franchises”). Affiliate Franchisor shares our principal business address. There are no Extreme Art Franchises. Kidcreate Businesses are able to offer Extreme Art modules (see below). Affiliate Franchisor does not offer franchises anymore, does not conduct, and have never conducted, businesses of the type described in this Franchise Disclosure Document.

Our affiliate, Get Messy, LLC (“GM”) operates one Kidcreate Two in One Studio Business of the type to be operated by franchisees and has done so since 2007. GM does not offer franchises in any line of business.

### The Franchise

Kidcreate Businesses operate under our system (“System”) using Kidcreate trademarks, service marks, trade names, and logos (“Marks”). The System focuses on creating a fun, self-esteem building atmosphere where children learn to express themselves through the visual arts. Classes and parties teach children about art concepts and techniques while exposing them to many different kinds of art media. The art curriculum provided by Kidcreate Businesses varies from activities such as sensory art experiences, pottery classes, drawing and painting lessons, along with messy time play, masters and art history. Franchisees can also purchase optional modules ~~(see Item 5 below)~~ to offer specialized curriculums designed to enhance creativity, learning, and exploration. These include self-directed craft projects, STEM-based science lessons, sensory play for young children, and engaging art and painting experiences, all presented through classes, camps, workshops, parties, and events.

We offer two types of formats for the Kidcreate Business. If you purchase a Kidcreate Mobile Studio Business, you will operate the Kidcreate Business through a mobile format at third-party locations, such as parks, recreation departments, preschool, daycares and other locations. If you purchase a Kidcreate Two in One Studio Business you will operate the Kidcreate Business through both a mobile format at third party locations and from an approved retail or commercial location (“Studio”). Kidcreate Two in One Studio Businesses will begin operating the Kidcreate Business through the mobile format within two months of signing the Franchise Agreement and open the Studio within 12 months of signing the Franchise Agreement.

You will operate either a single Kidcreate Two in One Studio Business or a single Kidcreate Mobile Studio Business per our standard Franchise Agreement attached to this Franchise Disclosure Document as Exhibit B and per our standard business operating practices. We may also offer qualified candidates (subject to our approval), the opportunity to operate additional Kidcreate Businesses per our “Multi-Franchise Addendum” attached to this Franchise Disclosure Document as Exhibit H-7 in accordance with a specified development schedule (“Development Schedule”). Franchisees can operate two Franchises under the “Standard 2 Franchise” package or up to three under the “Standard 3 Franchise” package. Franchisees can choose to operate either multiple Kidcreate Mobile Studio Businesses or multiple Kidcreate Two in One Studio Businesses. Prior to opening additional Kidcreate Businesses under a Standard 2 Franchise or a Standard 3 Franchise, you will sign our then current “Kidcreate Rider” for each additional Kidcreate Business, which may differ from the Kidcreate Rider that is attached to the Franchise Agreement as Attachment E. You may operate one additional Kidcreate Business for each Kidcreate Rider you sign. There is no development territory but there is a development schedule to open additional Kidcreate Businesses under the Multi-Franchise Addendum or Kidcreate Rider. Per the Development Schedule, franchisees must open the second Franchise under the Multi-Franchise Addendum within 24 months and the third, if applicable, within 48 months of signing.

Your Kidcreate Business must offer only those services and products that we have authorized. We reserve the right to add, modify, or delete any services or products that you must offer or sell at your Kidcreate Business at any time at our sole discretion.

### Market Competition and Regulations

Kidcreate Businesses service the needs of the general public. Our services are not seasonal in nature. The market for the goods and services offered by Kidcreate Businesses is developed and competitive. Kidcreate Businesses compete with other businesses including franchised operations, national chains, and independently owned companies offering art classes, camps and birthday parties. Before signing a franchise agreement, you are encouraged to research your local market to determine the number of competitors, the numbers and types of facilities and children they are likely servicing, and the perceived quality of their programs and materials.

Kidcreate Businesses are subject to all of the laws, statutes, codes, ordinances, and regulations normally applicable to service businesses. These include federal, state, and local laws. Many jurisdictions have childcare laws which require licensing, bonding, insurance, building code, fire, safety, teacher-to-student ratios, hours, health (for example, immunizations), instructor licensing, fingerprinting, criminal background checks, and other similar requirements. Most organizations that you will have contracts with will require that your staff establish proof of a clean criminal history. Some may require fingerprint checks through the U.S. Department of Justice, while others may just require you to run the criminal background investigation yourself.

You must comply with all local, state, and federal laws and regulations that apply to any business. Most state and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of your Kidcreate Business, including those that: (a) require a permit, certificate, or other license; (b) establish general standards, specifications, and requirements for the construction, design, and maintenance of the business site and premises; and (c) set standards pertaining to employee health and safety.

You alone are responsible for investigating, understanding, and complying with all applicable laws, regulations, and requirements applicable to you and your Kidcreate Business, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Kidcreate Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

## **ITEM 2 BUSINESS EXPERIENCE**

Founder, Chief Creative Officer and Director: Lara Olson

Ms. Olson is the Founder of Kidcreate and has been our Chief Creative Officer and Director in Minneapolis, Minnesota since our inception in April 2016. Ms. Olson is also the President and CEO of LSO and has been since April 2007; and Get Messy LLC since March 2012, both located in Minneapolis, Minnesota.

President: Mark Nicpon

Mr. Nicpon has been our President in Eden Prairie, Minnesota since August 2024. He has also been the President of WonderPlay Brands in Eden Prairie, Minnesota since August 2024. Previously, he was the Chief Operating Officer of Morris Law Group in Edina, Minnesota from November 2021 to August 2024. From June 2021 to November 2021 Mr. Nicpon was unemployed. From January 2020 to June 2021, he was the President of Top ALL/Kato Roofing in St. Louis Park, Minnesota.

Chief Financial Officer: Barry Gibson

Mr. Gibson has been our Chief Financial Officer in Mountain View, California since January 2026. He also serves as Managing Partner of Wheelhouse Consulting, LLC in Mountain View, California and has done so since June 2024. Previously, he was the Chief Financial Officer of Code Ninjas, LLC in Houston, Texas from August 2022 to November 2023. Prior to that he was the Vice President-Finance of Aggreko in Houston, Texas from August 2020 to April 2022. From December 2023 to June 2024 and from May 2022 to July 2022 Mr. Gibson was unemployed.

Director: Justin Nihiser

Mr. Nihiser has been our Director in Houston, Texas since January 2026. He also currently serves as a Managing Partner of Wheelhouse Consulting, LLC in Houston, Texas and has done so since July 2024. Previously, he was the Operating Partner of Garnett Station Partners, LLC in Houston, Texas from January 2024 to January 2025. Prior to that he was an independent Consultant in Houston, Texas from June 2023 to December 2023. He served as CEO of Code Ninjas, LLC in Houston, Texas from August 2020 to May 2023.

Director: Matthew Rogers

Mr. Rogers has been our Director in Laguna Beach, California since January 2026. He also currently serves as a Managing Partner of Wheelhouse Consulting, LLC in Laguna Beach, California and has done so since July 2024. Previously he was the Chief Marketing Officer of Code Ninjas in Laguna Beach, California from January 2023 to July 2024. Prior to that, he was the General Manager, North America and Head of International Brand for Walnut Coding in Laguna Beach, California from May 2022 to October 2022. He served as the Senior Director, Marketing for BYJU’S Future School in Laguna Beach, California from May 2020 to May 2022.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

*Initial Franchise Fee*

You will pay us the following “Initial Franchise Fee” for a single Kidcreate Business, Standard 2 Franchise or Standard 3 Franchise at the time you sign the Franchise Agreement:

Franchise Type	Number of Kidcreate Businesses	“ <u>Initial Franchise Fee</u> ”
Single Kidcreate Business (Kidcreate Mobile Studio Business or Kidcreate Two in One Studio Business)	1	\$45,000
Standard 2 Franchise	2	\$80,000

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Local Advertising Payment	The difference between the amount you spent on local advertising each month and your required local advertising expenditure (\$500 per month per Kidcreate Business)	Payable after receipt of invoice	If you fail to meet your required local advertising requirement on local advertising, you must pay us the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund or to us.
Local and Regional Advertising Cooperatives <sup>(3)</sup>	Established by cooperative members, between 0.5% and 1% of Gross Sales	Same as Royalty (or as we designate)	We currently do not have a cooperative but reserve the right to require one to be established in the future. Item 11 contains more information about advertising cooperatives.
Optional Module Bundles	\$15,000 to \$55,000 depending on the Module Bundle	At the time you sign the sign the Optional Module Amendment	In addition to the standard franchise offering, franchisees have the option to purchase up to four different curriculum Modules as a Module Bundle. These modules are designed to expand the range of services you can offer to your customers and can be offered in classes, camps, workshops parties and events. See Item 5 for more information on the optional Modules.
Insurance	Reimbursement of our costs, plus a 20% administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained, plus twenty percent (20%) of the premium as an administrative cost of obtaining the insurance.
Additional Training or Assistance	Then-current fee (currently \$200 per person per day), plus travel and living expenses	Payable in advance of the training or assistance	We provide you with an Initial Training Program for up to two people (See Item 11). We may charge you for training additional persons, newly hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. You will be responsible for all travel and living expenses incurred by you, your representatives, or our representatives for any additional training. <u>Determination of our then-current fee is subject to increase based on changes to the Consumer Price Index (“CPI”) in the United States (see note 1).</u>

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Technology Fee	Then-current fee (currently \$500 per month) for the first Kidcreate Business and the discounted rate for each additional Kidcreate Business (currently \$300 per month per additional Kidcreate Business)	Monthly within five days of the end of the calendar month	For use of our online systems, website, applications, email, data sharing, integration and maintenance of DB Software, learning management software, search engine optimization for lead generation, and other Internet-related functions. We reserve the right to increase or decrease this fee, upon 30 days' written notice, in the event we offer updated or additional software or technology for use in the Kidcreate Business or in the event of increases from third party suppliers. The first payment is due on the 1 <sup>st</sup> day of the second month after signing the Franchise Agreement. <u>Determination of our then-current fee is subject to increase based on changes to the CPI in the United States (see note 1).</u>
Bundle Technology Fee	Between \$250 and \$500 per month per Module Bundle	Same as Technology Fee	You will pay this fee depending on the Module Bundle that you purchase to offer in your Kidcreate Business.
CR Software Fee	Then current fee (currently \$115 to \$450 per month) for each Kidcreate Business	Payable within five days from the previous calendar month begins upon opening.	The current "CR Software Fee" in this Item 6 is for the first 12 months of operation for each of your Kidcreate Businesses. Upon the completion of each 12-month period for each Kidcreate Business, the CR Software Fee will be recalculated by our third-party vendor based on volume from the previous 12 months. <u>Determination of our then-current fee is subject to increase based on changes to the CPI in the United States (see note 1).</u>
DB Software Fee	Then current fee (currently \$330 to \$480 per month) for each Kidcreate Business	Payable within five days from the previous calendar month begins upon opening	For use of the DB Software. We reserve the right to increase this fee, upon 30 days' written notice, in the event of increases from third party suppliers. <u>Determination of our then-current fee is subject to increase based on changes to the CPI in the United States (see note 1).</u>
Mystery Shopper Fee	Will vary under circumstances, but we estimate the cost of such inspections will not exceed \$200 per inspection	As incurred	You must reimburse us for our costs and expenses associated with the inspections of third-party mystery shoppers.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Convention Fee	Then-current fee (currently \$2,000 for up to two attendees of which \$500 is credited back if at least one person attends), plus expenses; and our then-current fee for each additional attendee (currently \$500)	As incurred	The “ <u>Convention Fee</u> ” is payable to us to help defray the cost of your attendance at the convention(s). We reserve the right to charge this fee whether you attend the conference or not. If you purchase more than one Kidcreate Business, you are required to send up to two attendees total, but may send more attendees if you pay the additional Convention Fee for additional attendees. <u>Determination of our then-current fee is subject to increase based on changes to the CPI in the United States (see note 1).</u>
Supplier and Product Evaluation Fee	Then-current new product/supplier application fee, plus costs of inspection (estimated to be approximately \$100 to \$500)	As incurred	Payable if we inspect a new product, service or proposed supplier nominated by you. <u>Determination of our then-current fee is subject to increase based on changes to the CPI in the United States (see note 1).</u>
Interest	Lesser of the daily equivalent of 18% per year, or highest amount allowed by law	As incurred	Due on all overdue amounts and accruing as of the original due date.
Insufficient Funds Fee	\$100 per occurrence	As incurred	Payable if any check or EFT payment is not successful due to insufficient funds, stop payment or any similar event.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses, plus travel expenses and compensation of our employees	On demand	You will be required to pay this if an audit reveals that you understated Gross Sales by more than two percent (2%), or you fail to submit required reports.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Kidcreate Business.
Professional Fees and Expenses	Will vary under circumstances	As incurred	You must reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement or any Kidcreate Rider. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement or any Kidcreate Rider.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Successor Franchise Fee	10% of our then-current Initial Franchise Fee per Kidcreate Business plus 10% of the Initial Module Fees	At the time you sign the successor franchise agreement or applicable Kidcreate Rider	This fee is commonly referred to as a “renewal fee.” Payable if you qualify for a successor Franchise and choose to enter into a successor franchise agreement or applicable Kidcreate Rider. If we are not offering Franchises at the time of your renewal, the successor franchise fee will be 10% of the initial franchise fee and 10% of the Initial Module Fees listed in the most recent Franchise Disclosure Document.
Transfer Fee	\$10,000 per Kidcreate Business, plus cost of any applicable broker fees and training	\$1,000 non-refundable deposit at time of transfer application submittal and remaining balance when you execute the transfer documents	Payable only in connection with the transfer of each of your Kidcreate Businesses, a transfer of ownership of your legal entity, or the Franchise Agreement.
Management Fee	\$500 per day, per representative, plus costs and expenses	As incurred	Payable if we manage the Kidcreate Business because you are in breach of the Franchise Agreement or any Kidcreate Rider or upon disability or death.
Broker Fees	Our actual cost of the brokerage commissions, finder’s fees or similar charges	As incurred	If you transfer your Kidcreate Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder’s fees and similar charges.
Unauthorized Marketing Material Fee	\$500 per occurrence	As incurred	If you use unauthorized marketing materials in your Kidcreate Business (See Item 11).

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via EFT or other similar means. You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document in Exhibit H). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document. ~~Certain fees that we have indicated may increase over the term of the Franchise Agreement.~~ All fees expressed as a fixed dollar amount are subject to adjustment based on changes to the CPI in the United States. We may periodically review and increase these fees based on changes to the CPI, but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). In such event, we have the right to increase these fees by a maximum of 20% per

year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase fees only by the amount of any increases in fees from third parties (“third parties” excludes us and any of our affiliates) for the underlying products or services, as applicable, which will be added to the capped fee increase. We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

2. “Gross Sales” means all revenue that you receive from operating your Kidcreate Business and any optional Module(s), including all amounts or other consideration that you receive, directly or indirectly, at or away from the Kidcreate Business, and in the form of cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, and including all proceeds from any business interruption insurance. For example, Gross Sales includes the following: (1) all monies you receive from customers, including monies received for the sale of products and services; (2) the amount of gift card redemptions; (3) the proceeds of any business loss or interruption insurance or similar insurance; and (4) any other revenue you derive. Gross Sales are deemed received at the time the products or services from which they were derived are delivered or rendered, or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on an account receivable) actually has been received. Gross Sales does not include any federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, or any customer tips or refunds.

We may receive information regarding your Gross Sales through the Computer System. If we ever cease to have access to this information, and you fail to report your Gross Sales when due, we may debit your designated account for an estimated Royalty and Brand Fund Contribution (defined in Item 11) on the date it is due. We will debit your designated account one hundred ten percent (110%) of the average of the last three Royalty payments and Brand Fund Contributions that we debited. If the amounts that we debit from your designated account are less than the amounts you actually owe us (once we have determined your true and correct Gross Sales), we will debit your designated account for the balance on the day we specify. If the amounts that we debit from your designated account are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your designated account on the next payment due date.

3. Local and Regional Advertising Cooperatives. If a local or regional advertising cooperative is established, contribution amounts will be determined by the members of the cooperative of 0.5% to 1% of Gross Sales. We anticipate that each Kidcreate franchisee and each Kidcreate Business that we own will have one vote for each Kidcreate Business operated in the designated market. Each Kidcreate Business that we own exists within the cooperative’s area will contribute to the cooperative on the same basis as franchisees. No local or regional advertising cooperatives have been established as of the Issuance Date of this Franchise Disclosure Document.

9. Provide you with additional training at our corporate headquarters or other location we designate, if we determine that you require additional training, or if you request additional training (See Franchise Agreement – Section 4.1).

### Optional Assistance

During the term of the Franchise Agreement, we (or our designee(s)) may, but are not required to, provide the following assistance and services to you:

1. Modify, update, or change the System, including the adoption and use of new or modified trade names, trademarks, service marks, or copyrighted materials, new products, new equipment, or new techniques.

2. Make periodic visits to the Kidcreate Two in One Studio Business for the purpose of assisting in all aspects of the operation and management of the Kidcreate Business, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Kidcreate Two in One Studio Franchise, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges.

3. Maintain and administer a Brand Fund. We may dissolve the Brand Fund upon written notice.

4. Hold periodic national or regional conferences to discuss business and operational issues affecting Kidcreate franchisees.

5. Provide you with a newsletter that we may periodically publish in print or electronic format, at our sole discretion.

6. Periodically set maximum or minimum prices for products and services that your Kidcreate Business offers, as allowed by law.

### Advertising

#### *Brand Fund*

We established the Brand Fund for marketing, developing and promoting the System, the Marks and Kidcreate Businesses. You must pay one percent (1%) of your Gross Sales for the Brand Fund (“Brand Fund Contribution”). Your contribution to the Brand Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Fund, but certain franchisees may contribute on a different basis, depending on when they signed their Franchise Agreement. Franchisor-owned outlets may, but are not required to, contribute to the Brand Fund on the same basis as franchisees. Kidcreate Two in One Studio Businesses and Kidcreate Mobile Studio Businesses will contribute to the same Brand Fund.

The Brand Fund will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Fund will be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for local, regional, or national marketing, advertising, sales promotion and promotional materials, public and consumer relations, website development and search engine optimization, the development of

## ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our Franchise.

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchise and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

As of December 31, 2024, we had one Kidcreate Two in One Studio Business owned by our parent company, LSO and 24 open and operating franchised Kidcreate Businesses. This Item 19 provides historical financial information for Kidcreate Businesses as described below. For purposes of this Item 19, "Gross Sales" means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns. In 2020, we began offering territories based on number of children rather than number of households in the Territory, and we modified the Territories of our existing Affiliate Locations and Franchised Locations accordingly. As a result, new franchisees may have Territories that are larger than those held by Affiliate Locations and Franchised Locations in this Item 19. ~~The numbers in this Item 19 have not been audited, but we have no reason to doubt their accuracy.~~

### Table One-Affiliate Locations

During the 2024 calendar year, we had one Kidcreate Two in One Studio Business owned by our parent company, LSO and one Kidcreate Two in One Studio Business owned by our affiliate, GM ("Affiliate Locations"). The Affiliate Locations also offer KidScientific and Little Hands Discovery Module curriculum. The Affiliate Location owned by GM was sold to a franchisee in August 2024. Franchised Kidcreate Two in One Studio Businesses will share many of the same characteristics as the Affiliate Locations, including degree of competition, and products and services offered, except that our Affiliate Locations do not pay the Royalty or the Technology Fee, and are not required to meet the Local Advertising Requirement. Kidcreate Mobile Studio Businesses also share similar characteristics as Affiliate Locations except they do not operate from a Studio.

Table One provides Gross Sales information for the two Affiliate Locations for each calendar year from 2015 to 2024. Kidcreate Two in One Studio Businesses will share many of the same characteristics as our Affiliate Locations, including degree of competition, and products and services offered, except that the Affiliate Locations did not pay the Royalty or the Technology Fee, and were not required to meet the Local Advertising Requirement. Kidcreate Mobile Studio Businesses also share similar characteristics as Affiliate Locations except they do not operate from a Studio.

**Table 1**  
**Gross Sales for the Affiliate Locations**  
**Years 2015 to 2024**

Year	Gross Sales Eden Prairie	Gross Sales Woodbury
2024	\$692,624	\$503,504 <sup>(1)</sup> (\$383,949 as an Affiliate Location, \$119,555 as a franchise location)
2023	\$711,289	\$637,260
2022	\$820,104	\$646,500
2021	\$705,811	\$512,127
2020	\$274,678	\$209,834
2019	\$466,044	\$332,952
2018	\$468,960	\$287,370
2017	\$430,800	\$249,106
2016	\$411,278	\$240,435
2015	\$397,717	\$230,468

Table One Notes:

1. The Affiliate Locations are located in Eden Prairie, Minnesota and Woodbury, Minnesota, and have been in operation since 2008 and 2013, respectively. The Woodbury, Minnesota location operated as an Affiliate Location until August 19, 2024, when it was sold to a franchisee who operated it the remainder of the year.
2. The earnings claims figures in Table 1 do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. ~~You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business.~~ Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

Table Two-Franchise Locations

Of the 24 Franchised Kidcreate Businesses in operation as of December 31, 2024, 16 were open for the full 2024 calendar year (“Franchise Reporting Group”). KidScientific Modules are currently offered in the following cities: Broomfield, Colorado; Bloomfield, Michigan; Mansfield, Texas; Ashburn, Virginia; and Fairfax Station, Virginia. Little Hands Discovery Modules are currently offered in the following cities: Ashburn, Virginia and Fairfax Station, Virginia. Eight Franchised Kidcreate Businesses that were not operating for the full 2024 calendar year and have not been included in this Item 19. One franchised location was purchased from our affiliate as described in Table 1 and is not included in Table 2. The financial information provided in the following tables represents the Gross Sales as well as the year over year increase

for the Reporting Group for the 2023 and 2024 calendar years. Unless otherwise noted, the locations in Table 2 operated Kidcreate Two in One Studio Businesses.

**Table 2**  
**Gross Sales for the Franchised Kidcreate Businesses**

Location	2023 Gross Sales	2024 Gross Sales	Year Over Year Increase
Dana Point, CA	\$294,490.21	\$326,306.41	10.80%
Broomfield, CO	\$146,760.58	\$135,655.61	-7.57%%
North Miami, FL*	\$124,399.00	\$147,743.31	18.77%
Johns Creek, GA	\$220,471.62	\$231,950.39	5.21%%
Lakeview, IL	\$340,078.47	\$324,126.00	-4.69%
Oak Park, IL	\$263,147.97	\$254,983.80	-3.10%
Bloomfield, MI	\$262,912.33	\$314,628.83	19.67%
Fayetteville, NC	\$102,248.97	\$90,809.86	-11.19%
Brownsville, TX <sup>(1)</sup> *	N/A	\$16,871.47	N/A
Greater Heights, TX	\$473,431.58	\$499,584.06	5.52%
Mansfield, TX	\$123,295.63	\$115,767.39	-6.11%
San Antonio, TX	\$298,798.63	\$267,355.47	-10.52%
Alexandria, VA	\$244,289.35	\$256,394.93	4.96%
Ashburn, VA	\$444,023.15	\$433,886.51	-2.28%
Fairfax Station, VA	\$227,957.57	\$418,471.85	83.57%
Newport News, VA	\$215,323.22	\$185,473.59	-13.86%

\*These businesses were operated as Kidcreate Mobile Studios

**Table Two Notes:**

1. The Brownsville, Texas location was not open for the full calendar year in 2023.
2. The earnings claims figures in Table 2 do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. ~~You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business.~~ Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.
3. Reporting Franchised Kidcreate Two in One Studio Businesses offer both services from a Studio and through mobile units from off-premise locations. Reporting Franchised Kidcreate Mobile Studio Businesses offer services through mobile units from off premises locations only.

**Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

Written substantiation pertaining to these financial performance representations is available for inspection at our principal business address and will be provided upon reasonable request.

A list of the names of all franchisees and the addresses and telephone numbers of their businesses is provided in Exhibit G to this Franchise Disclosure Document.

The name, city, state, and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a Kidcreate Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the 2024 fiscal year, or who has not communicated with us within ten weeks of ~~the Issuance Date~~ April 17, 2025 of this Franchise Disclosure Document will be listed on Exhibit G to this Franchise Disclosure Document when applicable. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Kidcreate System. You may wish to speak with current and former franchisees, but ~~know~~ be aware that not all ~~such~~ of those franchisees ~~can~~ will be able to communicate with you. During the last three fiscal years, certain current and former franchisees have signed confidentiality provisions that would restrict their ability to speak openly about their experience with the System. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of ~~the Issuance Date of~~ April 17, 2025 of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

## ITEM 21 FINANCIAL STATEMENTS

Exhibit D contains the financial statements required to be included with this Franchise Disclosure Document: our audited financial statements as of December 31, 2022, December 31, 2023, and December 31, 2024. Our fiscal year end is December 31st.

## ITEM 22 CONTRACTS

The following exhibits contain proposed agreements regarding the Franchise:

Exhibit B	Franchise Agreement
Exhibit E	State Addenda and Agreement Riders
Exhibit F	Franchise Disclosure Questionnaire
Exhibit H	Contracts for use with the Kidcreate Franchise

## ITEM 23 RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit J, are a detachable document, in duplicate. Please detach, sign, date, and return one copy of the Receipt to us, acknowledging that you received this Franchise Disclosure Document. Please keep the second copy for your records.

**EXHIBIT B**

**FRANCHISE AGREEMENT**

percent (18%) per year simple interest or the highest amount allowed under law. Such interest will be in addition to any other remedies we may have under law or equity. We may debit your bank account automatically, or deduct from amounts we owe you, for service charges and interest. You acknowledge this Section is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Kidcreate Two in One Studio Franchise.

3.10.2 If any check or EFT payment from you to us does not successfully convey funds due to insufficient funds, stop payment instructions or any similar event, you shall also pay, upon demand, a non-sufficient funds fee of \$100 per incident.

**3.11 CPI ADJUSTMENTS TO FIXED FEES.** All fees expressed as a fixed dollar amount in this Franchise Agreement are subject to adjustment based on changes to the Consumer Price Index in the United States. We may periodically review and increase these fees based on changes to the Consumer Price Index (“CPI Increase”), but only if the increase to the Consumer Price Index is more than 5% higher than the corresponding Consumer Price Index in effect on: (a) the effective date of the Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). In such event, we have the right to increase these fees by a maximum of 20% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase fees only by the amount of any increases in fees from third parties (“third parties” excludes us and any of our affiliates) for the underlying products or services, as applicable, which will be added to the capped fee increase. We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI Increase during any calendar year.

#### **4. TRAINING AND ASSISTANCE.**

##### **4.1 INITIAL AND ONGOING TRAINING.**

4.1.1 We will train up to two people, which must include you (or your Operating Owner, if you are an Entity) and your Designated Manager (defined in Section 8.6 below), if applicable, in the material aspects of operating a Kidcreate Business, at no charge for your first Kidcreate Business you open, so long as all such persons attend training at the same time (“**Initial Training Program**”). We will provide the Initial Training Program at either our designated training facility in Minneapolis, Minnesota, such other location we designate or virtually. You may not begin your Kidcreate Business until you (or your Operating Owner, if you are an Entity) and your Designated Manager, if any, complete our Initial Training Program to our satisfaction. If we determine that you (or your Operating Owner) or any Designated Manager cannot complete the Initial Training Program to our satisfaction, we may require your Operating Owner and/or Designated Manager to attend the Initial Training Program again in accordance with Section 4.1.2 or appoint a new Operating Owner and/or Designated Manager and send those individual(s) to the next available Initial Training Program, at your expense. If the Initial Training Program is not completed to our satisfaction after two attempts we may terminate this Franchise Agreement. You may invite additional employees to attend the Initial Training Program if space allows, though we will charge you our then-current training fee for each additional attendee. We reserve the right to limit the number of attendees for the Initial Training Program, and the right to vary the length and content of the Initial Training Program as we deem appropriate in our sole discretion based on the experience of the attendee. We shall determine the scheduling, exact duration, contents and manner of the Initial Training Program in our discretion and may delay your attendance until a suitable time near the grand opening date for your Kidcreate Business in our discretion

*(Signature Page Follows)*

## ILLINOIS

~~Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD and Franchise Agreement are amended accordingly.~~

~~The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement is not enforceable under Illinois law. Illinois law governs the Franchise Agreements. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.~~

~~Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.~~

~~Item 17.v, Illinois law governs the Franchise Agreement.~~

~~In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement franchise agreement may provide for arbitration to take place outside of Illinois.~~

~~Item 17.w, In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.~~

~~Your rights upon Termination and Non-Renewal of an agreement are set forth in Sections sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).~~

### Franchise Fee Deferral

~~In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.~~

~~The Illinois Attorney General’s Office has imposed the franchise fee deferral requirement because of our financial condition. -Item 5 and Item 7 of the FDD and Section 3 of the Franchise Agreement are hereby revised to state that payment of all initial fees, including the Franchise Fee, Launch Fee and Opening~~

Extension Fee, if applicable, shall be deferred until after all of Franchisor's initial obligations are complete and the Franchise is open for business.

\_\_\_\_\_ 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 (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 in connection with the franchise.

See the last page of this Exhibit E for your required signature.

## State Effective Dates

The following states have franchise laws that require that the Franchise 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Illinois	<del>April 17, 2025</del> Pending
Indiana	<del>April 24, 2025</del> Pending
Maryland	Pending
Michigan	<del>May 6</del> September 12, 2025
Minnesota	<del>May 6, 2025</del> Pending
New York	Pending
Virginia	<del>May 2, 2025</del> Pending
Washington	Pending
Wisconsin	<del>April 17, 2025</del> Pending

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**  
**(Retain This 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 Kidcreate Studio 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.

Under Iowa law, if applicable, Kidcreate Studio Franchising, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Kidcreate Studio Franchising, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Kidcreate Studio Franchising, LLC 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 identified on Exhibit A. Kidcreate Studio Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Lara Olson, 7566 Market Place Drive, Eden Prairie, Minnesota 55344, (952) 937-7600
Mark Niepon, 7566 Market Place Drive, Eden Prairie, Minnesota 55344; (612) 770-6910
Juli Olson, 7566 Market Place Drive, Eden Prairie, Minnesota 55344; (612) 298-7377
Justin Nihiser, 7566 Market Place Drive, Eden Prairie, Minnesota 55344, (404) 694-2306
Matt Rogers, 7566 Market Place Drive, Eden Prairie, Minnesota 55344; (714) 878-2623
Barry Gibson, 7566 Market Place Drive, Eden Prairie, Minnesota 55344; (832) 266-7126

Issuance Date: April 17, 2025, as amended January 14, 2026

I received a disclosure document issued April 17, 2025, as amended January 14, 2026 which included the following exhibits:

- Exhibit A List of State Administrators/Agents for Service of Process
- Exhibit B Franchise Agreement
- Exhibit C Franchise Operations Manual Table of Contents
- Exhibit D Financial Statements
- Exhibit E State Addenda and Agreement Riders
- Exhibit F Franchise Disclosure Questionnaire
- Exhibit G List of Current and Former Franchisees
- Exhibit H Contracts for use with the Kidcreate Franchise
- Exhibit I State Effective Dates
- Exhibit J Receipt

**Signature Page follows**

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