

FRANCHISE DISCLOSURE DOCUMENT



CAC Franchising, LLC
A Florida limited liability company
9838 Old Baymeadows Road, #158
Jacksonville, FL, 32256
904.962.4292
franchise@childrensartclasses.com
www.childrensartclasses.com

As a Children's Art Classes franchisee, you will deliver a comprehensive program of art study to children aged 3-18 that includes painting, drawing, design, printmaking, sculpture, ceramics, and much more. Our programs are designed to provide an art education and enrichment program that supplements or replaces traditional art curriculum and hands-on experience for children of all ages.

The total investment necessary to begin operation of a Children's Art Classes franchise is \$89,868 to \$131,960. This includes \$49,950 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact CAC Franchising, LLC at 9838 Old Baymeadows Road, #158, Jacksonville, FL, 32256 and 904.962.4292.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW. Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: April 29, 2021

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Children's Art Classes business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Children's Art Classes franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Florida. Out-of-state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Florida than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Mandatory Minimum Payments.** You must make minimum royalty and advertising payments, regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.
4. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
- (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
 G. Mennen Williams Building, 7th Floor
 525 W. Ottawa Street
 Lansing, Michigan 48909
 Telephone Number: (517) 373 7117

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Exhibits

- A. State Administrators and Agents for Service of Process
 - B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
 - C. Rider to Lease Agreement
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 - E. Financial Statements
 - F. Brand Standards Manual Table of Contents
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Receipt (2 copies)

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, “we”, “us,” or “our” refers to CAC Franchising, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is CAC Franchising, LLC. Our principal business address is 9838 Old Baymeadows Road, #158, Jacksonville, FL, 32256. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names “CAC Franchising, LLC” and “Children’s Art Classes”. We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Florida is Stephanie Larsen, and the agent’s principal business address is 9838 Old Baymeadows Road, #158, Jacksonville, FL, 32256. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Florida limited liability company. We were formed on December 20, 2019.

Information About Our Business and the Franchises Offered

We do not operate businesses of the type being franchised.

We do not have any other business activities. We have not offered franchises in other lines of business.

You will develop and operate School(s) that provide a comprehensive art education and enrichment program for children under the trade name Children’s Art Classes.

The general market for Children’s Art Classes is predominately focused on consumer markets, coupled with art education partnerships with schools and community services organizations. This market is relatively new and underdeveloped as many school districts across

the country have eliminated or reduced classroom-based art instruction. Our customers are primarily children aged 3-18, with several classes open to adult (parent) participation. Our primary season is the school year, during which we run a 9-month curriculum that compliments the local school calendar. We also host summer sessions that are typically one-week sessions for each course offered.

Competition in the art course market is fairly light, with fewer than five national organizations offering creative sessions. You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

We also offer area representative rights to certain individuals and companies, under a separate disclosure document. An Area Representative acts as our representative within a defined geographic area to solicit prospective franchisees and to provide support before, during and after a franchisee begins operations. If your franchise is in an area with an Area Representative, they will assist us in providing certain support functions to you. See Exhibit H for information regarding our Area Representatives.

Laws and Regulations

Many states require background checks for instructors to work with children. There may be local laws or regulations related to enrichment businesses. In some states, businesses that provide child supervision need a permit and may need to satisfy particular regulations related to safety, security, record-keeping, and other matters, as well as certified or licensed instructors or directors. You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

Prior Business Experience

We have offered franchises since 2020. None of our affiliates has offered franchises in other lines of business. None of our affiliates provides products or services to our franchisees.

The first Children's Art Classes opened in the Baymeadows neighborhood of Jacksonville, Florida, in 2009. That location is operated by our affiliate, Children's Art Classes LLC. This affiliate has the same business address as us. Orange Park Art Classes, LLC (owned by a family member of our owners) has operated "Orange Park Art Classes" since September 2013; its business address is 1406 Kingsley Ave, Suite E, Orange Park, Florida 32073. Children's Art Classes – Jax Beaches LLC has operated Child Art Classes since September 2018 at 880 US Highway A1A North Suite Six, Ponte Vedra Beach, FL 32082. All of these businesses are substantially similar to the opportunity being offered to you.

Item 2 BUSINESS EXPERIENCE

Stephanie Larsen – President. Stephanie Larsen has been our President in Jacksonville, Florida, since our creation in December 2019. She has been Manager and Teacher for Children's Art Classes in Jacksonville, Florida since 2009.

Barbara Gay – Founder. Barbara Gay has been one of our Founders in Jacksonville, Florida since December 2019. She has been Founder, Owner, and Teacher for Children’s Art Classes in Jacksonville, Florida since 2009.

Dennis Mulgannon – Director of Franchising. Dennis Mulgannon been our Director of Franchising in El Dorado Hills, CA since December 2019. He has also been as Director of Franchising for GTN Capital Group in Guilford, Connecticut since February 2017 and Director of Franchising for TFL Franchise Systems, LLC in Boston, Massachusetts since April 2015. He was Director of Franchising for Junk King Franchise Systems, Inc. from October 2009 through August 2015 and for JKFS Canada Inc. from October 2012 through August 2015, both in San Carlos, California. Dennis has been Principal of Franchise Scale, Inc., in El Dorado Hills, CA, since January 2002.

Sean Hansen – Franchise Development Manager. Sean Hansen has served as our Franchise Development Manager in El Dorado Hills, CA since December 2019. He has also been a Franchise Development Manager and Area Representative for GTN Capital Croup in El Dorado Hills, CA, since May 2017, and has been an Area Representative and Franchise Developer for WaveMAX Laundry in El Dorado Hills, CA since November 2016. Mr. Hansen was a Director for Kiefer Consulting, Inc. in Folsom, CA from August 2011 to July 2017.

Item 3 LITIGATION

No litigation is required to be disclosed in this Item.

Item 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5 INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us \$49,950 as the initial franchise fee.

If you sign multiple franchise agreements at the same time, the franchise fee for a second unit is \$29,950 and the franchise fee for a third unit is \$19,950. These franchise fees are due when you sign the franchise agreements.

The franchise fee is uniform (except as described above for the purchase of multiple franchise) and is not refundable.

The range of initial franchise fees we charged during the last fiscal year was \$99,850 (for a 3-unit agreement).

**Item 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty ⁽¹⁾⁽²⁾	The greater of 8% of gross sales per month, or \$500	Within five days after the end of the calendar month	The minimum royalty requirement begins six months after you open your first school. The monthly payments are paid all year. Our regular curriculum is 9 months that compliments your local school calendar. You will also host summer sessions that are typically one-week sessions for each course offered. There is no limit on the number of summer sessions you may offer.
Brand Development Fund Contribution	Up to 1% of gross sales; currently, none.	Paid in the same manner as royalty	This contribution will be used for a system-wide “Brand Development Fund” we may establish for our use in promoting and building the CAC brand. We do not currently have a Brand Development Fund.
Local marketing requirement	\$500 per month for first 3 years; \$300 per month for remainder of agreement	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 Development Fund, if established, or to us.
Replacement / Additional Training fee ⁽³⁾	Then-current fee (currently \$200 per person per day), plus travel and living expenses	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.
Replacement curriculum material	Then-current charge (currently \$500 per set)	As incurred	We provide one complete set of course curriculum to your school. If your set is lost or damaged, we will provide a replacement copy at our then-current production cost.

Type of Fee	Amount	Due Date	Remarks
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Technology fees	As determined by us; currently \$300 per month	Monthly as required by vendor	Currently, you pay a total of \$300 per month to two separate vendors for software and other technology products and services. These prices are subject to change. We may change vendors in the future and we may add, remove, or alter the software or technology products or services that you must purchase.
Non-compliance fee	\$500	On demand	We may charge you \$500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you \$250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	\$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.

Type of Fee	Amount	Due Date	Remarks
Insufficient funds fee	\$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Special support fee	Our then-current fee, plus our expenses. Currently, \$600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month.
Special inspection fee	Currently \$200, plus our out-of-pocket costs	On demand	You must reimburse us for our costs and expenses associated with the inspections of third-party mystery shoppers who will pose as normal customers and perform specific tasks (such as attend lessons, ask questions, or seek customer service), and evaluate the services received at your CAC school.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Renewal fee	\$5,000	Upon renewal	This fee is intended to defray legal and administrative costs incurred by us when you renew your franchise agreement.

Type of Fee	Amount	Due Date	Remarks
Transfer fee	\$5,000 per CAC school plus cost of any applicable broker fees and training	\$2,500 upon announcing your intention to sell; balance at transfer.	Payable if you sell your business. No charge if transferred to an entity you control.
Liquidated damages	An amount equal to average royalty fees and brand development fund contributions for the lesser of (i) 2 years or (ii) the remaining months of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us (other than software subscription charges). All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used supplies not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

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 on the date it is due. We will debit your designated account 125% of the average of the last three Royalty payments and Brand Development 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 actual 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.

2. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer (EFT) or other similar means. We can require an alternative payment method for any fees or amounts owed to us or our affiliates under the Franchise Agreement.

3. We reserve the right to require new employees of your business to complete a reasonable amount of training based on their duties and responsibilities with your business. We also reserve the right to require you and (and your employees) to complete additional training should we determine that such training is reasonably required due to performance deficiencies.

Item 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee ⁽¹⁾	\$49,950 - \$49,950	Check or wire transfer	Upon signing Franchise Agreement	Us
Training-Related Expenses ⁽²⁾	\$1,000 - \$3,000	As incurred	As agreed	Airline, Hotel, Restaurants, etc.
Initial Local Advertising ⁽³⁾	\$2,500 - \$4,000	As incurred	As agreed	Approved Suppliers
Rent and Security Deposit for Lease and Utilities ⁽⁴⁾	\$3,000 - \$6,000	As required by Landlord and Utility Companies	As required by Landlord and Utility Companies	Landlord, Utility Companies
Leasehold Improvements	\$5,000 - \$10,000	As incurred	As agreed	Landlord, Contractors, Other Suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Furniture, Fixtures, and Equipment	\$5,000 - \$10,000	As incurred	As agreed	Approved Suppliers
Initial Inventory and Supplies ⁽⁵⁾	\$5,000 - \$8,000	As incurred	Upon Delivery	Approved Suppliers
Insurance (3 months)	\$1,000 - \$2,500	As incurred	As agreed	Insurance Provider
Business Licenses and Permits	\$200 - \$500	As incurred	As agreed	Government
Professional Fees	\$1,000 - \$4,000	As incurred	As agreed	Attorney, Accountant
Signage ⁽⁶⁾	\$2,500 - \$8,000	As incurred	As agreed	Approved Suppliers
Computers ⁽⁷⁾	\$1,500 - \$2,000	As incurred	As agreed	Approved Suppliers
Software and technology services ⁽⁸⁾	\$1,200 - \$1,500	As incurred	Monthly	Approved Suppliers
Camera & Security System	\$900 - \$2,200	As incurred	As agreed	3 rd Party Vendors
Fingerprinting and background Checks	\$18 - \$60	Certified check or money order	Before opening	Local police department
Uniforms ⁽⁹⁾	\$100 - \$250	As incurred	As agreed	Approved Suppliers
Additional funds (for first 3 months) ⁽¹⁰⁾	\$10,000 - \$20,000	As incurred	As agreed	Employees, suppliers, utilities
Total	\$89,868 - \$131,960			

Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

Notes

1. Initial Franchise Fee. The initial franchise fee for a single-unit franchise is \$49,950. The franchise fee for a second unit is \$29,950 and the franchise fee for a third unit is \$19,950. To qualify for multi-unit discounts, you must make all franchise purchases at the same time.

2. Training-Related Expenses. The training expenses are incurred by you for your travel, accommodations and meals while attending our training facility.
3. Initial Local Advertising. You must spend at least \$2,500 on an approved grand opening advertising campaign.
4. Rent and Security Deposit for Lease and Utilities. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. We estimate that a typical CAC School will need between 1,000 and 1,200 square feet of space, and we estimate lease rates to range between \$2.25 and \$6 per square foot per month. There are a variety of factors that can affect lease rates, the most prominent being location and market conditions. Our estimate in this table assumes you pay one month of rent before opening, in addition to your security deposit. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.
5. Initial Inventory and Supplies. You must have opening inventory and supply items on hand when you begin the onsite training at your CAC School. You will purchase these items from third-party vendors.
6. Signage. The estimate is the cost of the interior and exterior signs you will need for your CAC School.
7. Computers. You must purchase a computer and certain other related items necessary to operate and manage your CAC School.
8. Software and Technology Services. You will pay our required vendor for the setup and hosting of your CAC – Children’s Art Classes sub-website, initial Search Engine Optimization (SEO), setup of Google My Business (GMB), email, Microsoft Office 365 Business Premium, and setup of class management software. There is an initial fee for service, plus an ongoing monthly fee. You will also order our required class management software, for which you will pay a monthly fee. The exact amount you pay for these services before you open will depend on how far in advance of your opening you begin paying your monthly fee.
9. Uniforms. You are required to have at least one clean, branded apron per employee.
10. Additional Funds. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. Your costs will depend on factors such as your management skill, experience, business knowledge, local economic conditions, local market for services, prevailing wage rate, competition, and sales level reached during the initial period. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of Children’s Art Classes locations by our affiliates, and our general knowledge of the industry.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Brand Standards Manual (the “Manual”), which includes (i) “Special” causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an “occurrence” policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit, (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days’ prior written notice of cancellation.

C. Computer hardware and software systems. You must purchase the computer hardware and software systems that we specify. See Item 11 for more details. You must use our required vendors for software and technology services.

Us or our Affiliates as Supplier

Except as described above, neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve the right to be a supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We have the sole discretion to approve or reject an alternative supplier. We may condition our approval on criteria we deem appropriate, such as evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after review or testing in our headquarters, in company-owned schools and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

We currently do not derive revenue from the required purchases and leases by franchisees. However, the franchise agreement does not prohibit us from doing so.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 60% to 80% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 60% to 80% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. However, we may do so in the future.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 6.1, 6.2	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.4, 7.8, 8.4, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3 – 7.5, 7.9 – 7.13, 7.15, 9.1, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 3.2, 7.12, 7.13, 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8

Obligation	Section in agreement	Disclosure document item
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Items 6 and 17
v. Post-termination obligations	Article 13, § 14.3	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligations.

Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, CAC Franchising, LLC is not required to provide you with any assistance.

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We will review and advise you regarding potential locations that you submit to us. (Section 5.3). We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

- (i) We generally do not own your premises and lease it to you.
- (ii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which you must select a site (Franchise Agreement, Summary Page). We do not select your site. You must find a potential site and submit your site to us for approval, together with all information and documents about the site that we

request. When we accept a site, we will issue a Location Acceptance Letter (in the form of Attachment 2 to the Franchise Agreement).

- (iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.
- (iv) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement.
- (v) We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. *Constructing, remodeling, or decorating the premises.* We will advise you regarding the layout of your business. We will provide you with our specifications for required décor. (Section 5.2)

C. *Hiring and training employees.* We will provide you with our online training program for instructors (Section 5.2). You must have at least 2 qualified and trained instructors (you may serve as one of these instructors). All hiring decisions and conditions of employment are your sole responsibility.

D. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.3) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

E. *Brand Standards Manual (including School Curriculum).* We will give you access to our Manual (Section 5.1), including one copy of our proprietary course curriculum for your school.

F. *Initial Training Program.* We will conduct our initial training program. (Section 5.3). The current initial training program is described below.

G. *Business plan review.* If you request, we will review your pre-opening business plan and financial projections. (Section 5.3)

H. *Market introduction plan.* We will advise you regarding the planning and execution of your market introduction plan. (Section 5.3)

I. *On-site opening support.* We will have a representative provide on-site support at franchisor's expense for at least three days in connection with your business opening. (Section

5.3). However, if you already operate one or more Children's Art Classes business, then we are not required to provide onsite opening assistance.

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is two to six months. Factors that may affect the time period include your ability to obtain a lease, obtain financing, develop your school, obtain business permits and licenses, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers.* Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees.* We will provide you with our online training program for instructors (Section 5.2). You must have at least two qualified and trained instructors (you may serve as one of these instructors). All hiring decisions and conditions of employment are your sole responsibility.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently \$600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.4)

D. *Establishing prices.* Upon your request, we will provide recommended prices for products and services. (Section 5.4). We have the right to set minimum, maximum, and/or exact prices that franchisees may charge for products and services (but only to the extent permitted by applicable law). (Section 7.3).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control (Section 5.4). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Brand Development Fund.* We will administer the Brand Development Fund once it is established. (Section 5.4). We will prepare an unaudited annual financial statement of the Brand Development Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)

G. *Website.* We will maintain a website for the CAC – Children’s Art Classes brand, which will include your business information, telephone number and online class registration capabilities. (Section 5.4)

Advertising

Our obligation. If we create a Brand Development Fund, we will use it only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Brand Development Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Advertising Co-operatives. You are not required to participate in local or regional advertising co-operatives.

Advertising Fund. After we start the Brand Development Fund, you and all other franchisees must contribute to it. Your contribution is up to 1% of gross sales per month. We reserve the right to have other franchisees contribute a different amount or at a different rate. Schools that we own are not obligated to contribute to the Brand Development Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

Because we are a new franchisor, we did not spend any money from the Brand Development Fund in our most recently concluded fiscal year.

If less than all Brand Development Funds are spent in the fiscal year in which they accrue, the money will remain in the Brand Development Fund to be spent in the next year.

No money from the Brand Development Fund is spent principally to solicit new franchise sales.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business. The plan should include your budget and describe the types of marketing you will implement in connection with the opening of your business. You must spend at least \$2,500 on the market introduction campaign.

Required spending. After you open, you must spend at least \$500 on marketing your business each month for the first 36 months of operation, then at least \$300 per month for the remaining duration of your agreement.

Point of Sale and Computer Systems

You are required to purchase a computer system that consists of the following hardware and software: (a) one laptop computer; one printer; one wireless hotspot; and (b) Microsoft Office 365 Business Premium, QuickBooks Online, and our required cloud-based class management software.

We estimate the cost of purchasing computer system hardware will be \$1,500 and \$2,000, plus \$1,200 to \$1,500 for software and technology services before you open.

Our required class management software will manage the daily workflow of your school; coordinate the customer ordering experience; track class and instructor schedules; and enable you to collect information about students and their parents, prices, sales, and other information. It will generate financial and operation reports on your business.

You class management software is payable by monthly subscription, as are Microsoft Office 365 Business Premium and QuickBooks Online, and will include upgrades and updates as provided by the software vendor. Otherwise, we are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates, and we do not require you enter into any such contract with a third party.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts (including the technology fee) will be \$3,600 to \$7,200.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Brand Standards Manual

See Exhibit F for the table of contents of our Manual as of the date this disclosure document, with the number of pages devoted to each subject. The Manual has 473 pages.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pre-Opening			
Introduction, History and Philosophy of Children's Art Classes	0	2	Pre-Training Conference Call
Setting up Your Business	0	2	Pre-Training Conference Call
Market Introduction Plan Overview	0	2	Pre-Training Conference Call
Becoming an Art Educator	0	2	Pre-Training Conference Call
Educational Principles	0	2	Pre-Training Conference Call
Market Research Introduction	0	2	Pre-Training Conference Call
Market Research In Action	0	16	Your Location
Marketing, Part I	0	2	Pre-Training Conference Call
Site Selection/Real Estate	1	0	Jacksonville, FL
Construction	2	0	Jacksonville, FL
Architectural Design	1	0	Jacksonville, FL
Branding	1	0	Jacksonville, FL
Goal Setting	2	0	Jacksonville, FL
Curriculum & Sample Classes	5	0	Jacksonville, FL
Class Structure	5	0	Jacksonville, FL
Art Techniques	3	0	Jacksonville, FL
Business Management	2	0	Jacksonville, FL
Technology	5	0	Jacksonville, FL
Customer Service	1	0	Jacksonville, FL
Employees/Staffing	5	0	Jacksonville, FL
Marketing, Part II	5	0	Jacksonville, FL
TOTAL Pre-Opening	38	30	
Post Training			
Grand Opening	0	8	Your Location
Technology and Digital Marketing	0	8	Your Location
TOTAL Post Training	0	16	
TOTALS:	38	46	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes six to nine times per year. Training will be held at our offices and business location in Jacksonville, Florida. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led or supervised by Stephanie Larsen. Her experience is described in Item 2. She has over 15 years of experience in our industry, and 10 years of experience with us or our affiliates.

There is no fee for up to three people to attend training. You must pay the travel and living expenses of people attending training.

You must attend training. If you are not going to be the day-to-day general manager and school director of your Children's Art Classes business, then your school director must also attend training. You may send any additional people to training that you want (up to the maximum described above). You must complete the pre-opening training to our satisfaction at least two weeks before opening your business.

Your business must at all times be under your on-site supervision or under the on-site supervision of a school director who has completed our training program. If you need to send a new school director to our training program, we will charge a fee, which is currently \$200 per day. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12

TERRITORY

Your franchise is for a specific school location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

In your franchise agreement, you will receive a protected territory. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a Children's Art Classes business.

Your territory will usually contain of a population of 45,000 to 55,000 people, of which at least 15% are children under the age of 18. The boundaries of your territory may be described in terms of contiguous zip codes, street boundaries, and county boundaries or depicted on a map that is attached to your Franchise Agreement. We will do an analysis that considers average household income, average household size, number of children under 18, and number of schools in the area as input to defining your territory and school location. If you do not have a location selected and approved before you sign your franchise agreement, then we will determine your territory when you have selected (and we have approved) the location for your business. If we do not state your

territory in writing within 90 days after you open your school to the public, your territory will be deemed to be a three-mile radius from your school.

Our standard franchise agreement does include any options, rights of first refusal, or similar rights to acquire additional franchises.

We will approve the relocation of the franchised business or your establishment of additional franchised outlets if we feel there is a reasonable business justification to do so and the new location meets our site selection criteria.

Continuation of territorial rights does not depend on achieving a certain sales volume, market penetration, or other contingency. We do not reserve the right to modify your territorial rights, even if there is an increase in population in your territory.

Neither we nor an affiliate has used or reserves the right to use other channels of distribution to make sales within your territory using our principal trademarks, except we reserve the right to run a website or use sales methods to direct customers gained in this way in your territory to your school.

We reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones you will use under the franchise agreement. We do not pay compensation to you for soliciting or accepting orders from inside your territory.

You are prohibited from soliciting to customers outside of your exclusive territory, including the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing without our prior approval. You are prohibited from soliciting customers from the territory of another franchisee. We realize certain types of digital marketing cannot be limited to an individual territory. Those types of advertising will be allowed but must be approved by us.

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

Item 13 TRADEMARKS

Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by us. We do not have a federal registration for our principal trademark. It is registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
	January 26, 2021	6254838

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

On or about September 21, 2020, we entered into an agreement with Pinal County Community College District, the holder of a trademark registration for “CAC” (U.S. Reg. No. 3434682) which limits our ability to use the principal trademark listed above for general education services, as opposed to the services our franchisees are authorized to provide. Other than this, there are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your

use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, not to exceed 90 days. After such period, you will no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Manual as well as all other sales, training, management, and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Manual and related materials that include guidelines, standards and policies for the development and operation of your business. Our school curricula are proprietary. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

All customer data and other non-public data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your Children's Art Classes business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your Children's Art Classes business that you conceive or develop, including any new art programs. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You are not required to participate personally in the direct operation of your business. However, we recommend that you participate.

You must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 10% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

“On-Premises” Supervision

You are not required to personally conduct “on-premises” supervision (that is, act as school director) of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The school director of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the school director own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your school director sign a confidentiality and non-compete agreement. We will not require you to obtain a confidentiality and non-compete agreement that violates applicable state law. Your school director must pass a background check and must complete our initial training program. We do not require you to place any other restrictions on your school director.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services (including all classes, camps, and other programs) that we have approved. You must use only our approved curricula.

You must offer for sale all goods and services (including all classes, camps, and other programs) that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

You cannot conduct programs at any location other than your premises.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 3.1	10 years from date of franchise agreement.

Provision	Section in franchise or other agreement	Summary
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for up to 2 additional 10-year terms.
c. Requirements for franchisee to renew or extend	§ 3.2	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional ten-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); pay renewal fee; sign general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 10-year term and collect the renewal fee.
d. Termination by franchisee	§ 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity.
g. “Cause” defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. “Cause” defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your school; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or

Provision	Section in franchise or other agreement	Summary
		libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge, or conviction of, or plea to a felony; commit or be accused of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.

Provision	Section in franchise or other agreement	Summary
o. Franchisor's option to purchase franchisee's business	§ 14.6	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your business.
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five miles of your former territory or the territory of any other Children's Art Classes business operating on the date of termination.
s. Modification of the agreement	§ 18.4	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Jacksonville, Florida) (subject to applicable state law). Any

Provision	Section in franchise or other agreement	Summary
		legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Florida (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit I - State Addenda to Disclosure Document.

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 franchised 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 outlets 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, 2020, we had three affiliate-owned Children's Art Classes locations, operating in Jacksonville (Baymeadows neighborhood), Orange Park, and Ponte Vedra Beach, Florida. The Orange Park location operates under the brand name "Orange Park Art Classes".

The information in the table below is an unaudited historical financial performance representation for the three locations from 2018 to 2020. The numbers have not been audited, but we have no reason to doubt their accuracy.

	2018		2018 Total	2019			2019 Total	2020	
	Orange Park	Baymeadows	Two Locations	Orange Park	Baymeadows	Beaches	Three Locations	Orange Park	Baymeadows
Gross Sales	\$110,275	\$141,424	\$251,699	\$118,500	\$179,221	\$76,282	\$374,003	\$142,200	\$136,021
Operating Expenses									
Art Supplies	(\$7,018)	(\$14,154)	(\$21,172)	(\$5,797)	(\$10,451)	(\$5,340)	(\$21,588)	(\$6,376)	(\$15,290)
Rent	(\$21,504)	(\$27,034)	(\$48,538)	(\$20,052)	(\$30,249)	(\$32,779)	(\$83,080)	(\$20,052)	(\$29,029)
Utilities	(\$2,608)	(\$2,611)	(\$5,219)	(\$1,657)	(\$2,059)	(\$937)	(\$4,652)	(\$1,822)	(\$1,758)
Insurance	(\$580)	(\$827)	(\$1,407)	(\$797)	(\$1,284)	(\$570)	(\$2,651)	(\$797)	(\$1,329)
Advertising	(\$6,443)	(\$9,664)	(\$12,507)	(\$1,667)	(\$7,496)	-	(\$9,163)	(\$2,193)	(\$1,418)
Awards & Art Show	\$-	\$-	\$-	(\$642)	(\$1,594)	\$-	(\$2,236)	(\$600)	(\$225)
Substitute Teacher	\$-	\$-	\$-	\$-	(\$580)	\$-	(\$580)	\$-	\$0
Miscellaneous	\$-	\$-	\$-	\$-	(\$5,532)	(\$166)	(\$5,698)	\$-	
Royalty Fee	(\$8,822)	(\$11,314)	(\$20,136)	(\$9,480)	(\$14,338)	(\$6,103)	(\$29,920)	(\$11,376)	(\$10,882)
Brand Development Fee	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Local Advertising Requirement	(\$3,600)	(\$3,600)	(\$7,200)	(\$3,600)	(\$3,600)	(\$5,000)	(\$12,200)	(\$3,600)	(\$3,600)
Technology Fee	(\$3,600)	(\$3,600)	(\$7,200)	(\$3,600)	(\$3,600)	(\$3,600)	(\$10,800)	(\$3,600)	(\$3,600)
Total Expenses (including franchise costs)	(\$54,175)	(\$72,804)	(\$123,379)	(\$47,292)	(\$80,783)	(\$54,495)	(\$182,568)	(\$50,416)	(\$67,131)
Adjusted Discretionary Income	\$56,100	\$68,620	\$128,320	\$71,208	\$98,438	\$21,787	\$191,435	\$91,784	\$68,890
Estimated Franchise Labor	(\$14,940)	(\$14,940)	(\$29,880)	(\$14,940)	(\$14,940)	(\$8,000)	(\$37,880)	(\$14,940)	(\$14,940)
Adjusted Discretionary Income after Estimated Labor	\$41,160	\$53,680	\$98,440	\$56,268	\$83,498	\$13,787	\$153,555	\$76,844	\$53,950

1. The foregoing income statements are historic financial performance representation. They are not a projection of future performance.

2. The Orange Park location operated by our affiliate operates under the name “Orange Park Art Classes”, using the same business model as Children’s Art Classes. There were a total of two Children’s Art Classes (including Orange Park) locations open for all of all of 2018. Beaches opened in September 2018, so the table above includes operating results only for 2019 and 2020, the years in which that was open for 12 full months. There were a total of three Children’s Art Classes locations (including Orange Park) open for all of 2020.

3. “Gross Sales” means the total revenue derived from the sale of goods or services less sales tax and discounts.

4. “Miscellaneous” expenses include phone, post office box, cleaning service, and accounting expenses.

5. Expenses includes the royalty fee (8% of gross sales) and software/technology fee (\$300 per month) that these outlets would have paid if they were franchises. A franchisee is also required spend money on local marketing (\$500 per month for first 3 years; \$300 per month thereafter); this requirement was fulfilled though the Advertising expense. The Advertising expense includes print and digital paid ads as well as our affiliate’s website.

6. We currently do not require franchisees to contribute to the Brand Development Fund, but we have the right to start a Brand Development Fund in the future and require franchisees to pay up to 1% of gross sales to the fund.

7. A franchisee is also required to spend money on local marketing (\$500 per month for first 3 years; \$300 per month thereafter). This spending is shown under “Local Advertising Requirement”. We deducted the same amount from the “Advertising” actually spent on the outlets. Therefore, to calculate the amount actually spent on adverting by the outlets, you would add “Advertising” and the “Local Advertising Requirement” (except for Beaches in 2019, which spent \$4,699 on advertising). The Advertising expense includes print and digital paid ads as well as our affiliate’s website.

8. “Adjusted Discretionary Income” is Gross Sales minus Total Expenses (including franchise costs). It does do not reflect any interest on loans, taxes, depreciation, or amortization.

9. “Estimated Franchise Labor” reflects an estimated payment of \$25 per hour for instructors teaching all classes. Your actual labor costs may differ. The information above does not include any salary or labor compensation for the franchisee.

10. Other than Estimated Franchise Labor, we are not aware of any characteristics of these locations which will differ materially from those of the outlet that may be offered to you. However, your outlet can materially differ in characteristics such as geographic location, type of location (such as free standing vs. shopping center), degree of competition, and length of time the outlets have operated.

11. The COVID-19 pandemic had a material effect on the financial performance of the Children's Art Classes Baymeadows outlet set forth in this Item 19. However, our Beaches and Orange Park studios realized significant growth commencing in the autumn of 2020. Our affiliates continued to operate through 2020, but during the early stages of the pandemic, teachers and students were unable to meet at the studio for classes. Instead, they organized projects for parents and students to pick up, with materials and instructions supplemented by online videos. All outlets returned to providing in-person classes in Summer of 2020.

Written substantiation for the financial performance representation will be made available to the prospective franchisee 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 preceding financial performance representation, CAC Franchising, LLC does not make any financial performance representations. 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 Stephanie Larsen, 9838 Old Baymeadows Road, #158, Jacksonville, FL, 32256, and 904.962.4292, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20 OUTLETS AND FRANCHISEE INFORMATION

**Table 1
Systemwide Outlet Summary
For Years 2018 to 2020**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Company-Owned*	2018	2	3	+1
	2019	3	3	0
	2020	3	3	0
Total Outlets	2018	2	3	+1
	2019	3	3	0
	2020	3	3	0

* One of the locations owned by our affiliate operates under the brand name “Orange Park Art Classes.”

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Number of Transfers
(list any states)	2018	0
	2019	0
	2020	0
Total	2018	0
	2019	0
	2020	0

Table 3
Status of Franchised Outlets
For Years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Florida	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Totals	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For Years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Florida	2018	2	1	0	0	0	3

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
Totals	2018	2	1	0	0	0	3
	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3

Table 5
Projected Openings As Of December 31, 2020

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company- Owned Outlets in the Next Fiscal Year
Florida	3*	1	1
Illinois	0	1	0
Virginia	0	4	0
Totals	6	6	1

* 3-unit agreement

Current Franchisees

Exhibit G contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit G contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21 FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit E contains our audited financial statements as of December 31, 2020, and our opening balance sheet as of January 31, 2020. Our fiscal year end is December 31.

Item 22 CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Rider to Lease Agreement
- D. Form of General Release
- J. State Addenda to Agreements

Item 23 RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 261-7577

EXHIBIT B
FRANCHISE AGREEMENT



Children's Art Classes

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	Franchisee	
2.	Initial Franchise Fee	\$
3.	Development Area	
4.	School Location	
5.	Territory	
6.	Opening Deadline	180 days from Effective Date
7.	Principal Executive	
8.	Franchisee's Address	

FRANCHISE AGREEMENT

This Agreement is made between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”), and Franchisee effective as of the date signed by CAC Franchising (the “Effective Date”).

Background Statement:

A. CAC Franchising and its affiliate Children’s Art Classes have created and own a system (the “System”) for developing and operating Art Education and Enrichment Schools under the trade name “Children’s Art Classes”.

B. The System includes (1) methods, procedures, standards for developing and operating a Children’s Art Classes business, (2) plans, specifications, equipment, signage and trade dress for Children’s Art Classes businesses, (3) curricula and other products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by CAC Franchising from time to time.

C. The parties desire that CAC Franchising license the Marks and the System to Franchisee for Franchisee to develop and operate a Children’s Art Classes business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

“**Action**” means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

“**Approved Vendor**” means a supplier, vendor, or distributor of Inputs which has been approved by CAC Franchising.

“**Brand Development Fund**” means the fund established (or which may be established) by CAC Franchising into which Brand Development Fund Contributions are deposited.

“**Competitor**” means any business which offers art education or art enrichment programs.

“**Confidential Information**” means all non-public information of or about the System, CAC Franchising, and any Children’s Art Classes business, including all school curricular, all methods for developing and operating the School, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

“**Gross Sales**” means the total dollar amount of all sales generated through the School for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

“Input” means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the School.

“Location” means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

“Losses” includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys’ fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of CAC Franchising’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

“Manual” means CAC Franchising’s confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

“Marks” means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by CAC Franchising from time to time for use in a Children’s Art Classes business.

“Owner” means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then “Owner” means Franchisee.

“Programs” means the classes, camps, curricula, and other programs and service offerings required by or approved by CAC Franchising for use by franchisees.

“Remodel” means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Children’s Art Classes business.

“Required Vendor” means a supplier, vendor, or distributor of Inputs which CAC Franchising requires franchisees to use.

“School” means the Children’s Art Classes business owned by Franchisee and operated under this Agreement.

“School Director” means the person who acts the day-to-day general manager of the School.

“System Standards” means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by CAC Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors,

other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

“**Territory**” means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

“**Transfer**” means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the School, (ii) this Agreement, (iii) any direct or indirect ownership interest in the School, or (iv) control of the School.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. CAC Franchising grants to Franchisee the right to operate a Children’s Art Classes business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a Children’s Art Classes business at the Location for the entire term of this Agreement.

2.2 Protected Territory. CAC Franchising shall not establish, nor license the establishment of, another business within the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as a Children’s Art Classes business. This prohibition does not apply to any Children’s Art Classes business operating or under construction when the Territory is determined. CAC Franchising retains the right to:

- (i) establish and license others to establish and operate Children’s Art Classes businesses outside the Territory, notwithstanding their proximity to the Territory or their potential impact on the School;
- (ii) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a Children’s Art Classes business; and
- (iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Children’s Art Classes outlets.

2.3 Restriction. Franchisee shall not solicit or market to customers outside of the Territory without approval from CAC Franchising. Franchisee shall not solicit or market to customers in the protected territory of another franchisee. Franchisee shall use best efforts to target digital marketing only within Franchisee’s Territory.

2.4 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner’s interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify CAC Franchising within 10 days.

2.5 Principal Executive. Franchisee agrees that the person designated as the “Principal Executive” on the Summary Page is the executive primarily responsible for the School and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager/School Director of the School, but the Principal Executive must devote substantial time and attention to the School. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the School, Franchisee shall promptly designate a new Principal Executive, subject to CAC Franchising’s reasonable approval.

2.6 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee’s obligations to CAC Franchising, in the form of Attachment 3.

2.7 No Conflict. Franchisee represents to CAC Franchising that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or “blocked” in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 10 years each, subject to the following conditions prior to each expiration:

- (i) Franchisee notifies CAC Franchising of the election to renew between 90 and 180 days prior to the end of the term;
- (ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with CAC Franchising (or any of its affiliates) at the time of election and at the time of renewal;
- (iii) Franchisee has made or agrees to make (within a period of time acceptable to CAC Franchising) renovations and changes to the School as CAC Franchising requires (including a Remodel, if applicable) to conform to the then-current System Standards;
- (iv) Franchisee and its Owners execute CAC Franchising’s then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;
- (v) Franchisee pays a renewal fee of \$5,000;

- (vi) Franchisee and each Owner executes a general release (on CAC Franchising's then-standard form) of any and all claims against CAC Franchising, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Royalty Fee. Franchisee shall pay CAC Franchising a monthly royalty fee (the "Royalty Fee") equal to 8% of Gross Sales during the first six months of operation. Thereafter, the monthly Royalty Fee will equal the greater of 8% of Gross Sales or \$500. The Royalty Fee for any given month is due on or before the 5th calendar day of the following month.

4.3 Brand Development Fund Contribution. Franchisee shall pay CAC Franchising a contribution to the Brand Development Fund (the "Brand Development Fund Contribution") equal to up to 1% of Franchisee's Gross Sales (or such lesser amount as CAC Franchising determines), at the same time as the Royalty Fee.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to CAC Franchising's training program after opening, CAC Franchising may charge its then-current training fee. As of the date of this Agreement, the training fee is \$200 per person per day.

4.5 Non-Compliance Fee. CAC Franchising may charge Franchisee \$500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to CAC Franchising) which Franchisee fails to cure after 30 days' notice. Thereafter, CAC Franchising may charge Franchisee \$250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of CAC Franchising's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of CAC Franchising's other rights and remedies (including default and termination under Section 14.2).

4.6 Reimbursement. CAC Franchising may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If CAC Franchising does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to CAC Franchising within 15 days after invoice by CAC Franchising accompanied by reasonable documentation.

4.7 Curriculum Replacement Fee. If your curriculum set is lost or damaged, CAC Franchising will provide a replacement copy at its then-current cost. As of the date of this Agreement, the cost of a replacement curriculum is \$500.

4.8 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Development Fund Contribution, and any other amounts owed to CAC Franchising by pre-authorized bank draft or in such other manner as CAC Franchising may require. Franchisee shall comply with CAC Franchising's payment instructions.

(b) Calculation of Fees. Franchisee shall report monthly Gross Sales to CAC Franchising by the second calendar day of the following month. If Franchisee fails to report monthly Gross Sales and CAC Franchising cannot determine them directly from Franchisee's computer systems, then CAC Franchising may withdraw estimated Royalty Fees and Brand Development Fund Contributions equal to 125% of the Gross Sales reported to CAC Franchising for the prior three months, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that CAC Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a \$100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. CAC Franchising may charge \$30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by CAC Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. CAC Franchising may apply any payment received from Franchisee to any obligation and in any order as CAC Franchising may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to CAC Franchising any fees or amounts described in this Agreement are not dependent on CAC Franchising's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

ARTICLE 5. ASSISTANCE

5.1 Manual and Curricula. CAC Franchising shall make its Manual (including one copy of CAC's proprietary curricula) available to Franchisee.

5.2 Assistance in Training Employees. CAC Franchising shall provide a system of online instructions and training for Franchisee's teachers. Franchisee is responsible for ensuring that its teachers complete all online training. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

5.3 Pre-Opening Assistance.

(a) Selecting Location. CAC Franchising shall provide its criteria for Children's Art Classes locations to Franchisee. CAC Franchising will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Pre-Opening Plans, Specifications, and Vendors. CAC Franchising will advise Franchisee regarding the layout of the School. Within a reasonable period of time after the

Effective Date, CAC Franchising shall provide Franchisee with (i) applicable System Standards and other specifications as CAC Franchising deems appropriate (which may include specifications regarding décor, inventory, supplies, materials, and other matters), and (ii) CAC Franchising's lists of Approved Vendors and/or Required Vendors.

(c) Business Plan Review. If requested by Franchisee, CAC Franchising shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that CAC Franchising accepts no responsibility for the performance of the School.**

(d) Pre-Opening Training. CAC Franchising shall make available its standard pre-opening training to the Principal Executive and up to two other employees, at CAC Franchising's headquarters and/or at a Children's Art Classes business designated by CAC Franchising. CAC Franchising shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. CAC Franchising reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(e) Market Introduction Plan. CAC Franchising shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(f) On-Site Opening Assistance. CAC Franchising shall have a representative support Franchisee's business opening with at least three days of onsite opening training and assistance. If Franchisee already operates one or more Schools, then CAC Franchising is not required to provide onsite opening training and assistance.

5.4 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, CAC Franchising shall provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent CAC Franchising deems reasonable. If CAC Franchising provides in-person support in response to Franchisee's request, CAC Franchising may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, CAC Franchising shall provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. CAC Franchising shall provide Franchisee with CAC Franchising's recommended administrative, bookkeeping, accounting, and inventory control procedures. CAC Franchising may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. CAC Franchising shall manage the Brand Development Fund.

(e) Internet. CAC Franchising shall maintain a website for Children's Art Classes, which will include Franchisee's location (or territory) and contact information.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page. Franchisee shall submit its proposed Location to CAC Franchising for acceptance, with all related information and documents CAC Franchising may request. If CAC Franchising does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When CAC Franchising accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. CAC Franchising shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. If CAC Franchising fails to state the Territory in a Location Acceptance Letter within 90 days after Franchisee opens the School to the public, the Territory will be deemed to be a three-mile radius from the Location.

(iii) **CAC Franchising's advice regarding or acceptance of a site is not a representation or warranty that the School will be successful, and CAC Franchising has no liability to Franchisee with respect to the location of the School.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by CAC Franchising, Franchisee must submit the proposed lease to CAC Franchising for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by CAC Franchising.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with CAC Franchising's System Standards. If required by CAC Franchising, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining CAC Franchising's approval of Franchisee's plans. CAC Franchising may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by CAC Franchising or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the School, and CAC Franchising assumes no liability with respect thereto. CAC Franchising's inspection and/or approval to open the School is not a representation or a warranty that the School has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive must complete CAC Franchising's training program for new franchisees to CAC Franchising's satisfaction at least two weeks before opening the School. If the Principal Executive is not going to be the School Director, then the School Director must also attend training.

6.5 Conditions to Opening. Franchisee shall notify CAC Franchising at least 30 days before Franchisee intends to open the School to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the School conforms to all applicable System Standards, (4) CAC Franchising has inspected and approved the School, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of CAC Franchising's required pre-opening training; and (7) CAC Franchising has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the School to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the School shall comply with all laws and regulations. Franchisee and the School shall obtain and keep in force all governmental permits and licenses necessary for the School.

7.3 Programs.

(a) Program Offerings. Franchisee must offer all Programs specified by CAC Franchising from time to time. Franchisee shall not offer any Programs or other products or services which have not been approved by CAC Franchising. CAC Franchising retains the right to designate certain Programs as "core offerings" which Franchisee must offer and other Programs as optional. CAC Franchising may change designation from mandatory to optional or vice versa, in CAC Franchising's sole discretion. Franchisee shall not alter any Programs without the prior consent of CAC Franchising.

(i) As of the date of this Agreement, Franchisee must offer the following mandatory Programs:

- Tiny Hands
- Intro to Art 1
- Intro to Art 2
- Beginning Art 1
- Beginning Art 2
- Art 1
- Art 2 (added second year in operation)
- Art 3 (added third year in operation)
- Art 4 (added fourth year in operation)
- Art 5 level and higher (add one level each year in operation after year 4)
- Summer Workshops - minimum 6 weeks in summer. Each week, four or more workshops offered

(ii) As of the date of this Agreement, Franchisee has the option to offer following Programs:

- Birthday Parties
- Field trips
- Work Events
- Scout Workshops
- Holiday Workshops
- “Mommy and Me Do Art” (morning class times)
- Special Needs
- Art Therapy (but only with instructors with the appropriate qualifications)
- Adult Classes

(b) Program Development by Franchisee. Franchisee may develop and implement its own Programs only with the prior approval of CAC Franchising. Any Programs developed by Franchisee are considered “Innovations” under Section 11.6.

(c) Curricula. Franchisee shall use only the art curricula specified by CAC Franchising.

(d) Quality. Franchisee shall provide and perform all Programs in a high-quality manner that meets or exceeds the customer’s reasonable expectations and all applicable System Standards.

(e) Location. Franchisee shall offer and provide Programs only at the Location. Franchisee cannot provide any Programs at any other location or setting.

(f) Prices. Franchisee acknowledges that the System Standards determined by CAC Franchising may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

7.4 Security and Cameras. Franchisee must implement effective security measures for protection of the School and all children at the School. Without limiting the foregoing, Franchisee must deploy a security camera system that meet System Standards, and Franchisee must give CAC Franchising remote access to the cameras and recordings at all times. CAC Franchising bears no responsibility to Franchisee or any third-party for security at the School.

7.5 Personnel.

(a) Management. The School must at all times be managed by the Principal Executive or by a School Director who has completed CAC Franchising’s training program. If the School Director leaves Franchisee’s employment, Franchisee must have a new School Director complete the training program within 30 days (or have the Principal Executive act as School Director).

(b) Instructors. Franchisee must have two trained instructors per School. The Principal Executive may be one of the trained instructors. One teacher can substitute teach until needed full time. Instructors must complete all online Program training as required by CAC Franchising.

(c) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(d) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(e) Qualifications. CAC Franchising may set minimum qualifications for instructors and other personnel working for the School. As of the date of this Agreement, CAC recommends (but does not require) that instructors have two years teaching experience, or education degree, or art degree (either associates or bachelor's).

(f) Background Checks. Franchisee must conduct background checks on all employees and independent contractors before engaging to work at the School. Franchisee must conduct annual updates of backgrounds.

(g) Sole Responsibility. Franchisee is solely responsible for all hiring decisions and all of the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and CAC Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of CAC Franchising. Within seven days of CAC Franchising's request, Franchisee and each of its employees shall sign an acknowledgment form stating that Franchisee alone (and not CAC Franchising) is the employee's sole employer. Franchisee shall use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee shall not use the Marks on any of these documents.

7.6 Post-Opening Training. CAC Franchising may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by CAC Franchising. CAC Franchising may charge a reasonable fee for any training programs. CAC Franchising may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by CAC Franchising. Franchisee shall enter into any subscription and support agreements that CAC Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as CAC Franchising may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give CAC Franchising unlimited access to Franchisee's point of sale system and other software systems used in the School, by any means designated by CAC Franchising.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. CAC Franchising may take any action it deems appropriate to resolve a customer complaint regarding the School, and CAC Franchising may require Franchisee to reimburse CAC Franchising for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by CAC Franchising for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. CAC Franchising shall share with Franchisee the results of these programs, as they pertain to the School. Franchisee must meet or exceed any minimum score requirements set by CAC Franchising for such programs. CAC Franchising may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by CAC Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by CAC Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by CAC Franchising, in the manner specified by CAC Franchising in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Children's Art Classes business. Franchisee shall comply with all procedures and specifications of CAC Franchising related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the School in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the School as CAC Franchising may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment, and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, CAC Franchising may require Franchisee to undertake and complete a Remodel of the Location to CAC Franchising's satisfaction. Franchisee must complete the Remodel in the time frame specified by CAC Franchising. CAC Franchising may require the Franchisee to submit plans for CAC Franchising's reasonable approval prior to commencing a required Remodel. CAC Franchising's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that CAC Franchising

requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by CAC Franchising in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

- (i) “Special” causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the School, for full repair and replacement value (subject to a reasonable deductible);
- (ii) School interruption insurance covering at least 12 months of income;
- (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an “occurrence” policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit;
- (iv) School Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000; and
- (v) Workers Compensation coverage as required by state law.

(b) Franchisee’s policies (other than Workers Compensation) must (1) list CAC Franchising and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of CAC Franchising and its affiliates, (3) be primary and non-contributing with any insurance carried by CAC Franchising or its affiliates, and (4) stipulate that CAC Franchising shall receive 30 days’ prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to CAC Franchising prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of CAC Franchising.

7.16 Obligations to Third Parties. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Children’s Art Classes, the School, or any particular incident or occurrence related to the School, without CAC Franchising’s prior written approval, which will not be unreasonably withheld.

7.18 Association with Causes. Franchisee shall not in the name of the School (i) donate money, products, or services to any charitable, political, religious, or other organization or cause, or (ii)

act in support of any such organization or cause, without CAC Franchising's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the School. Franchisee shall not engage in any business or other activity at the Location other than operation of the Children's Art Classes School. Franchisee shall not use assets of the School for any purpose other than the School. If Franchisee is an entity, the entity shall not own or operate any other business except Children's Art Classes businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the School without the prior written approval of CAC Franchising, which will not be unreasonably withheld.

7.21 Identification. Franchisee must identify itself as the independent owner of the School in the manner prescribed by CAC Franchising. Franchisee must display at the School signage prescribed by CAC Franchising identifying the Location as an independently owned franchise.

7.22 School Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from CAC Franchising. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by CAC Franchising from time to time in accordance with System Standards. CAC Franchising may require Franchisee to purchase or lease any Inputs from CAC Franchising, CAC Franchising's designee, Required Vendors, Approved Vendors, and/or under CAC Franchising's specifications. CAC Franchising may change any such requirement or change the status of any vendor. To make such requirement or change effective, CAC Franchising shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If CAC Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by CAC Franchising. CAC Franchising may approve or disapprove the alternative vendor in its sole discretion. CAC Franchising may condition its approval on such criteria as CAC Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. CAC Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If CAC Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by CAC Franchising. CAC Franchising may approve or disapprove the alternative Input in its sole discretion. CAC Franchising shall provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. CAC Franchising may negotiate prices and terms with vendors on behalf of the System. CAC Franchising may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. CAC Franchising has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. CAC Franchising may implement a centralized purchasing system. CAC Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as CAC Franchising may determine.

8.5 No Liability of Franchisor. CAC Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If CAC Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's School issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from CAC Franchising or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by CAC Franchising. CAC Franchising may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, including any social media policy that CAC Franchising may prescribe. Franchisee shall implement any marketing plans or campaigns determined by CAC Franchising.

9.2 Use by CAC Franchising. CAC Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to CAC Franchising for such purpose.

9.3 Brand Development Fund. CAC Franchising may establish a Brand Development Fund to promote the System on a local, regional, national, and/or international level. If CAC Franchising has established a Brand Development Fund:

(a) Account. CAC Franchising is not required to hold the Brand Development Fund Contributions in a bank account separate from CAC Franchising's other accounts.

(b) Use. CAC Franchising shall use the Brand Development Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as CAC Franchising reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and

sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Development Fund (including the compensation of CAC Franchising's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Development Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Development Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Development Fund will be spent at CAC Franchising's sole discretion, and CAC Franchising has no fiduciary duty with regard to the Brand Development Fund.

(d) Contribution by Other Outlets. CAC Franchising is not obligated to (i) have all other Children's Art Classes businesses (whether owned by other franchisees or by CAC Franchising or its affiliates) contribute to the Brand Development Fund, or (ii) have other Children's Art Classes businesses that do contribute to the Brand Development Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. CAC Franchising may accumulate funds in the Brand Development Fund and carry the balance over to subsequent years. If the Brand Development Fund operates at a deficit or requires additional funds at any time, CAC Franchising may loan such funds to the Brand Development Fund on reasonable terms.

(f) Financial Statement. CAC Franchising shall prepare an unaudited annual financial statement of the Brand Development Fund within 120 days of the close of CAC Franchising's fiscal year and shall provide the financial statement to Franchisee upon request.

9.5 Required Spending. Franchisee shall spend at least \$500 of Gross Sales each month on marketing the School for the first three years of operations. Thereafter, Franchisee shall spend at least \$300 per month on marketing the School. Upon request of CAC Franchising, Franchisee shall furnish proof of its compliance with this Section. CAC Franchising has the sole discretion to determine what activities constitute "marketing" under this Section. CAC Franchising may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section. If Franchisee fail to meet the minimum spending requirement hereunder, then Franchisee must pay to CAC Franchising the difference between the amount spent and the required advertising expenditure (which CAC Franchising will contribute to the Brand Development Fund if it has been established; if it has not been established, then CAC Franchising may retain the amount.)

9.6 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain CAC Franchising's approval of the market introduction plan at least 30 days before the projected opening date of the School. Franchisee must spend at least \$2,500 on the market introduction campaign.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as CAC Franchising may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as CAC Franchising may require in the Manual or otherwise in writing, including:

- (i) a monthly profit and loss statement and balance sheet for the School within 30 days after the end of each calendar month;
- (ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the School within 90 days after the end of CAC Franchising's fiscal year; and
- (iii) any information CAC Franchising requests in order to prepare a financial performance representation for CAC Franchising's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify CAC Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the School, or otherwise involving the Franchisee or the School. Franchisee shall provide such documents and information related to any such Action as CAC Franchising may request.

(c) Government Inspections. Franchisee shall give CAC Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the School, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to CAC Franchising such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the School as specified in the Manual or that CAC Franchising may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to CAC Franchising a report detailing Franchisee's investment costs to develop and open the School, with costs allocated to the categories described in Item 7 of CAC Franchising's Franchise Disclosure Document and with such other information as CAC Franchising may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the School, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as CAC Franchising may specify in the Manual or otherwise in writing.

10.5 Records Audit. CAC Franchising may examine and audit all books and records related to the School, and supporting documentation, at any reasonable time. CAC Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by CAC Franchising. Franchisee shall also reimburse CAC Franchising for all costs and expenses of the examination or audit if (i) CAC Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any calendar month.

10.6 Alert of Significant Issues. Franchisee shall alert CAC Franchising as soon as possible (and in any event within 12 hours) of any significant issue or potential crisis relating to the School. Franchisee shall follow CAC Franchising's policies and procedures for managing public relations and crisis communications as CAC directs in the Manual or otherwise, provided that CAC Franchising cannot require Franchisee to act contrary to guidance issued by law enforcement or regulatory agencies. For purposes of this Agreement, a "significant issue or potential crisis" includes (but is not limited to) any allegation or occurrence of abuse, neglect, or mistreatment of a child; any serious injury to child on the premises of the School, any act of violence at the School, any outbreak of serious illness associated with the School; any occurrence of unlawful conduct in the School; or any claim or allegation of the foregoing.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by CAC Franchising. CAC Franchising may supplement, revise, or modify the Manual, and CAC Franchising may change, add or delete System Standards at any time in its discretion. CAC Franchising may inform Franchisee thereof by any method that CAC Franchising deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, CAC Franchising's master copy will control.

11.2 Inspections. CAC Franchising may enter the premises of the School from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with CAC Franchising's inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. CAC Franchising may videotape and/or take photographs of the inspection and the School. CAC Franchising may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting CAC Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If CAC Franchising conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then CAC Franchising may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 CAC Franchising's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, CAC Franchising may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse

CAC Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, CAC Franchising may (i) require that Franchisee pay cash on delivery for products or services supplied by CAC Franchising, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by CAC Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of CAC Franchising are in addition to any other right or remedy available to CAC Franchising.

11.5 Business Data. All customer data and other non-public data generated by the School is Confidential Information and is exclusively owned by CAC Franchising. CAC Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the School for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to CAC Franchising all ideas, plans, improvements, concepts, methods and techniques relating to the School (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. CAC Franchising will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by CAC Franchising to document CAC Franchising's ownership of Innovations.

11.7 Communication Systems. If CAC Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes CAC Franchising to access such communications.

11.8 Communication with Employees. Franchisee irrevocably authorizes CAC Franchising to communicate with Franchisee's employees and contractors on any matter related to the System or the School. Franchisee will not prohibit any employee or contractor from communicating with CAC Franchising on any matter related to the System or the School.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes CAC Franchising to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the School, and to provide information about the School to them.

11.9 Delegation. CAC Franchising may delegate any duty or obligation of CAC Franchising under this Agreement to an affiliate or to a third party.

11.10 System Variations. CAC Franchising may vary or waive any System Standard for any one or more Children's Art Classes franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business

practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.11 Temporary Public Safety Closure. If CAC Franchising discovers or becomes aware of any aspect of the School which, in CAC Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon CAC Franchising's order, Franchisee must temporarily cease operations of the School and remedy the dangerous condition. CAC Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the School other than the Marks. Franchisee shall use all Marks specified by CAC Franchising, and only in the manner as CAC Franchising may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the School in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the School, will inure to the exclusive benefit of CAC Franchising.

12.2 Change of Marks. CAC Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after CAC Franchising makes any such change (not to exceed 90 days), Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) CAC Franchising shall defend Franchisee (at CAC Franchising's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) CAC Franchising shall indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify CAC Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party. CAC Franchising may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. CAC Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the word[s] "Children's Art Classes" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by CAC Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the School, (c) not use any such information in any other business or in any manner not specifically

authorized in writing by CAC Franchising, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by CAC Franchising (except for Confidential Information which CAC Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the “Restricted Parties”) shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five miles of Franchisee’s Territory or the territory of any other Children’s Art Classes business operating on the date of expiration, termination or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and the territory of any other Children’s Art Classes business operating on the date of termination, expiration, or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of CAC Franchising. Franchisee agrees that the existence of any claim it may have against CAC Franchising shall not constitute a defense to the enforcement by CAC Franchising of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 School Director and Key Employees. If requested by CAC Franchising, Franchisee shall cause its School Director and other key employees to sign CAC Franchising’s then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if CAC Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after CAC Franchising receives written notice of termination.

14.2 Termination by CAC Franchising.

(a) Subject to 10-Day Cure Period. CAC Franchising may terminate this Agreement if Franchisee does not make any payment to CAC Franchising when due, or if Franchisee does not have sufficient funds in its account when CAC Franchising attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after CAC Franchising gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to CAC Franchising's satisfaction within 30 days after CAC Franchising gives notice to Franchisee of such breach, then CAC Franchising may terminate this Agreement.

(c) Without Cure Period. CAC Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;
- (ii) Franchisee knowingly submits any false report or knowingly provides any other false information to CAC Franchising;
- (iii) a receiver or trustee for the School, or for all or substantially all of Franchisee's property, is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the School, or an attachment or lien remains on the School for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;
- (iv) Franchisee fails to open for business by the date specified on the Summary Page;
- (v) Franchisee loses possession of the Location;
- (vi) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;
- (vii) Franchisee abandons or ceases operation of the School for more than five consecutive days;
- (viii) Franchisee or any Owner slanders or libels CAC Franchising or any of its employees, directors, or officers;

- (ix) Franchisee refuses to cooperate with or permit any audit or inspection by CAC Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;
- (x) the School is operated in a manner which, in CAC Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from CAC Franchising or otherwise);
- (xi) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;
- (xii) CAC Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate);
- (xiii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or
- (xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in CAC Franchising's opinion is reasonably likely to materially and unfavorably affect the Children's Art Classes brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

- (i) pay all amounts owed to CAC Franchising based on the operation of the School through the effective date of termination or expiration;
- (ii) return to CAC Franchising all copies of the Manual, Confidential Information and any and all other materials provided by CAC Franchising to Franchisee or created by a third party for Franchisee relating to the operation of the School, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;
- (iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to CAC Franchising or any new franchisee as may be directed by CAC Franchising, and Franchisee hereby irrevocably appoints CAC Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

- (iv) cease doing business under any of the Marks.

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense “de-identify” the Location so that it no longer contains the Marks, signage, or any trade dress of a Children’s Art Classes business, to the reasonable satisfaction of CAC Franchising. Franchisee shall comply with any reasonable instructions and procedures of CAC Franchising for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, CAC Franchising may enter the Location to remove the Marks and de-identify the Location. In this event, CAC Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by CAC Franchising.

14.5 Liquidated Damages. If CAC Franchising terminates this Agreement based upon Franchisee’s default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to CAC Franchising a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average monthly Royalty Fees and Brand Development Fund Contributions that Franchisee owed to CAC Franchising under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the School (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (1) 24 or (2) the number of months remaining in the then-current term of this Agreement. If Franchisee had not operated the School for at least 12 months, then (x) will equal the average monthly Royalty Fees and Brand Development Fund Contributions that Franchisee owed to CAC Franchising during the period that Franchisee operated the School. The “average Royalty Fees and Brand Development Fund Contributions that Franchisee owed to CAC Franchising” shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Brand Development Fund Contributions set forth in an addendum to this Agreement unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of CAC Franchising’s damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee’s payment to CAC Franchising under this Section will be in lieu of any direct monetary damages that CAC Franchising may incur as a result of CAC Franchising’s loss of Royalty Fees and Brand Development Fund Contributions that would have been owed to CAC Franchising after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, CAC Franchising’s right to injunctive relief for enforcement of Article 13, and any attorneys’ fees and other costs and expenses to which CAC Franchising is entitled under this Agreement. Except as provided in this Section, Franchisee’s payment of this lump sum shall be in addition to any other right or remedy that CAC Franchising may have under this Agreement or otherwise.

14.6 Purchase Option. When this Agreement expires or is terminated, CAC Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the School, and/or to require Franchisee to assign its lease or sublease to CAC Franchising. To exercise this option, CAC Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that CAC Franchising elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee’s last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser

reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. CAC Franchising's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the School. CAC Franchising may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by CAC Franchising. If CAC Franchising exercises the purchase option, CAC Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by CAC Franchising to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, CAC Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. CAC Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. CAC Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By CAC Franchising. CAC Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and CAC Franchising may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that CAC Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing CAC Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining CAC Franchising's consent. In granting any such consent, CAC Franchising may impose conditions, including, without limitation, the following:

- (i) CAC Franchising receives a transfer fee equal to \$5,000 plus any broker fees and other out-of-pocket costs incurred by CAC Franchising (of which \$2,500 is due and non-refundable when Franchisee notifies CAC Franchising of the proposed Transfer; and the balance of which is due when the Transfer occurs), this transfer fee shall be waived if transferred to an immediate family member;
- (ii) the proposed assignee and its owners have completed CAC Franchising's franchise application processes, meet CAC Franchising's then-applicable standards for new franchisees, and have been approved by CAC Franchising as franchisees;
- (iii) the proposed assignee is not a Competitor;
- (iv) the proposed assignee executes CAC Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);

- (v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;
- (vi) Franchisee has paid all monetary obligations to CAC Franchising and its affiliates, and to any lessor, vendor, supplier, or lender to the School, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to CAC Franchising or its affiliates;
- (vii) the proposed assignee and its owners and employees undergo such training as CAC Franchising may require;
- (viii) Franchisee, its Owners, and the transferee and its owners execute a general release of CAC Franchising in a form satisfactory to CAC Franchising; and
- (ix) the School fully complies with all of CAC Franchising's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to CAC Franchising, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by CAC Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the School to a third party approved by CAC Franchising (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 CAC Franchising's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, to a co-Owner, or to a spouse, sibling, or child of an Owner), CAC Franchising will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to CAC Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of CAC Franchising's receipt of such copy, CAC Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that CAC Franchising may substitute cash for any other form of payment). If CAC Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other

secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to CAC Franchising) CAC Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, “Indemnitees”) against all Losses in any Action by or against CAC Franchising and/or any Indemnatee directly or indirectly related to, or alleged to arise out of, the operation of the School. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnatee from Actions arising as a result of any Indemnatee’s intentional misconduct or negligence. Any delay or failure by an Indemnatee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnatee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnatee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee’s expense. Such an undertaking shall not diminish Franchisee’s obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsections (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation, and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where CAC Franchising’s headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of CAC Franchising’s intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for CAC Franchising to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, CAC Franchising and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that such proceeding will be brought in the United States District Court where CAC Franchising's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where CAC Franchising's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs, and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

17.7 Franchisor Personnel. The provisions of this Article 17 will apply to any Action by Franchisee or its Owners against CAC Franchising's officers, directors, shareholders, members, employees, and/or agents. Nothing in this Agreement authorizes any Action against CAC Franchising's officers, directors, shareholders, members, employees, and/or agents or makes those persons liable for CAC Franchising's conduct.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. CAC Franchising is not a fiduciary of Franchisee. CAC Franchising does not control or have the right to control Franchisee or its School. Any required specifications and standards in this Agreement and in the System Standards exist to

protect CAC Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the School. CAC Franchising has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. Except as stated in Article 16 and Article 17, this Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, CAC Franchising, and CAC Franchising's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by CAC Franchising in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit CAC Franchising's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance, or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers (including the Florida Sale of Business Opportunities Act, Fla. Stat. §§ 559.80-559.815) will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to CAC Franchising, addressed to 9838 Old Baymeadows Road, #158, Jacksonville, FL, 32256. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notices will be effective upon the earlier of: (i) receipt by the recipient, (ii) first rejection by the recipient, (iii) three business days after mailing if sent via registered or

certified mail; or (iv) the next business day after mailing if sent via overnight courier. Notwithstanding the foregoing, CAC Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication, in which case notice would be effective on Franchisee upon the delivery of the electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the School after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), CAC Franchising may by giving written notice to Franchisee (the “Holdover Notice”) either (i) require Franchisee to cease operating the School and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as CAC Franchising specifies, or (ii) bind Franchisee to a renewal term of 10 years, collect the renewal fee this Agreement specified in Section 3.2(v), and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.11 Joint and Several Liability. If two or more people sign this Agreement as “Franchisee”, each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by CAC Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and CAC Franchising.

18.13 Release of Existing Claims. By executing this Agreement, Franchisee, individually and on behalf its Owners, hereby forever releases and discharges, to the fullest extent allowed by applicable law, CAC Franchising and its affiliates, and their respective owners, officers, directors, managers, agents, representatives, franchise sellers, employees, successors and assigns, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement, whether presently known or unknown, including any and all claims arising under franchise, securities, or antitrust laws of the United States or any state thereof.

[Signatures on next page]

Agreed to by:

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

[if an individual:]

Name: _____

Date: _____

[if an entity:]

By: _____

Name: _____

Title: _____

Date: _____

(Check if applicable) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Ohio
_____ Rhode Island
_____ Washington

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

- 1. Form of Ownership.** Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

- 2. Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

- 3. Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by CAC Franchising, LLC for your Children's Art Classes franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the School is:

2. The Territory of the School is:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment 3 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this “Guaranty”) is executed by the undersigned person(s) (each, a “Guarantor”) in favor of CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”).

Background Statement: _____ (“Franchisee”) desires to enter into a Franchise Agreement with CAC Franchising for the franchise of a Children’s Art Classes business (the “Franchise Agreement”; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce CAC Franchising to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to CAC Franchising and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to CAC Franchising, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and CAC Franchising upon demand from CAC Franchising. Guarantor waives (a) acceptance and notice of acceptance by CAC Franchising of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that CAC Franchising make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information, Guarantor shall (a) adhere to all security procedures prescribed by CAC Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the School, (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by CAC Franchising, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by

CAC Franchising or its affiliates (except for Confidential Information which CAC Franchising licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to CAC Franchising. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee's Territory or the territory of any other Children's Art Classes business operating on the date of expiration, termination or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and the territory of any other Children's Art Classes business operating on the date of termination, expiration, or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of CAC Franchising. Guarantor agrees that the existence of any claim it or Franchisee may have against CAC Franchising shall not constitute a defense to the enforcement by CAC Franchising of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved, or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit, or other indulgence which CAC Franchising may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Florida (without giving effect to its principles of conflicts of law). The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers (including without limitation the Florida Sale of Business Opportunities Act, Fla. Stat. §§ 559.80-559.815) will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to CAC Franchising all costs incurred by CAC Franchising

(including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

Name: _____

Address: _____

Date: _____

Name: _____

Address: _____

Date: _____

Name: _____

Address: _____

Date: _____

Attachment 4 to Franchise Agreement

CERTIFICATE OF FRANCHISOR'S COMPLIANCE

By signing below, the undersigned acknowledges the following:

(1) Franchisee understands all the information in CAC Franchising's Disclosure Document.

(2) Franchisee understands the success or failure of the School will depend in large part upon Franchisee's skills, abilities, and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.

(3) That no person acting on CAC Franchising's behalf made any statement or promise regarding the costs involved in operating a Children's Art Classes franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on CAC Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on CAC Franchising's behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Children's Art Classes franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on CAC Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between CAC Franchising and Franchisee concerning the Children's Art Classes franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

Name: _____
Date: _____

Name: _____
Date: _____

EXHIBIT C

RIDER TO LEASE AGREEMENT

Landlord: _____

Notice Address: _____

Telephone: _____

Tenant: _____

Leased Premises: _____

Franchisor: CAC Franchising, LLC

Notice Address: 9838 Old Baymeadows

Road, #158, Jacksonville, FL, 32256

Telephone: 904.962.4292

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Children's Art Classes business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor or its affiliate, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease unless otherwise agreed by Landlord. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Children's Art Classes brand. Any provision of the Lease which limits Tenant's right to own or operate other Children's Art Classes outlets in proximity to the Leased Premises shall not apply to Franchisor or its affiliates.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

FORM OF GENERAL RELEASE

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release (“Release”) is executed by the undersigned (“Releasor”) in favor of CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”).

Background Statement: *[describe circumstances of Release]*

Releasor agrees as follows:

- 1. Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the “Releasing Parties”)) hereby releases CAC Franchising, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the “Released Parties”) from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, “Claims”).
- 2. Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim, against any Released Party with respect to any Claim.
- 3. Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor’s choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.
- 4. Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that CAC Franchising reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

Agreed to by:

Name: _____

Date: _____

EXHIBIT E
FINANCIAL STATEMENTS

CAC FRANCHISING LLC

FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT YEAR ENDED DECEMBER 31, 2020

DASH Business Solutions, LLC

13957 Exotica Lane Wellington, FL 33414 561.247.5303

CAC FRANCHISING LLC

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DASH Business Solutions, LLC

Independent Auditor's Report

To the Members of
CAC Franchising LLC

We have audited the accompanying financial statements of CAC Franchising LLC, which comprise the balance sheet as of December 31, 2020, and the related statement of operations, members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CAC Franchising LLC as of December 31, 2020, and the results of its operations and its cash flows for the year then ended, in accordance with the generally accepted accounting principles in the United States of America.

Basis for Opinion

The audit was conducted in accordance with generally accepted auditing standards (GAAS) of the United States of America while specifically adhering to the auditor's responsibility listed below. The auditor is required to be independent of the entity and meet other ethical responsibilities relevant to the audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with generally accepted accounting principles in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Performing an audit in accordance with GAAS requires the auditor to exercise professional judgment and maintain professional skepticism throughout the audit. The GAAS standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used, the reasonableness of significant accounting estimates made by management, consideration of the entity's ability to continue as a going concern for a reasonable amount of time, as well as evaluating the overall presentation of the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

The auditor is required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters the auditor identified during the audit.

The objectives of the auditor are to i) obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; and ii) issue an auditor's report that includes the auditor's opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than the risk of detecting a misstatement resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

DASH Business Solutions, LLC

DASH Business Solutions, LLC
Wellington, FL
April 27, 2021

CAC FRANCHISING LLC

Balance Sheet
December 31, 2020

ASSETS

Current Assets	
Cash and Cash Equivalents	\$ 5,442
Accounts Receivable	49,950
Total Current Assets	<u>55,392</u>
Other Assets	<u>-</u>
TOTAL ASSETS	<u>\$ 55,392</u>

LIABILITIES & EQUITY

Current Liabilities	
Deferred Revenue, current portion	\$ 49,950
Total Current Liabilities	<u>49,950</u>
Long-Term Liabilities	
Deferred Revenue	<u>-</u>
Total Long-Term Liabilities	<u>-</u>
Total Liabilities	<u>49,950</u>
Members' Equity	
Retained Earnings	<u>5,442</u>
Members' Equity	<u>5,442</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 55,392</u>

See accompanying Notes to Financial Statements

CAC FRANCHISING LLC

Statement of Operations For The Year Ended December 31, 2020

Revenues	
Franchise Fee Revenue	\$ -
Royalty Revenue	-
Total Revenue	<u>-</u>
Expenses	
Advertising and Marketing	1,774
Bank Charges	129
Commissions	68,261
Legal and Professional	25,927
Meals	120
Office Supplies and Software	509
Supplies	216
Taxes and Licenses	144
Total Expenses	<u>97,080</u>
Operating Income (Loss)	<u>(97,080)</u>
Interest Income	<u>7</u>
Net Income (Loss)	<u><u>\$ (97,073)</u></u>

See accompanying Notes to Financial Statements

CAC FRANCHISING LLC

Statement of Changes in Members' Equity For The Year Ended December 31, 2020

Equity at January 1, 2020	\$ -
Member Contributions	117,500
Member Distributions	(14,985)
Net Income (Loss)	<u>(97,073)</u>
Equity at December 31, 2020	<u><u>\$ 5,442</u></u>

See accompanying Notes to Financial Statements

CAC FRANCHISING LLC

Statement of Cash Flows For The Year Ended December 31, 2020

Cash Flows From Operating Activities:	
Net Income (Loss)	\$ (97,073)
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities:	
Depreciation & Amortization	-
Changes in Assets and Liabilities	
Decrease (Increase) in Current Assets	(49,950)
Increase (Decrease) in Current Liabilities	-
Increase (Decrease) in Deferred Revenue	49,950
Net Cash Provided by Operating Activities	<u>(97,073)</u>
Cash Flows From Investing Activities:	
Loans From Members	-
Net Cash Provided by Investing Activities	<u>-</u>
Cash Flows From Financing Activities:	
Member Contributions	117,500
Member Distributions	(14,985)
Net Cash Provided by Investing Activities	<u>102,515</u>
Net Change in Cash	5,442
Cash - Beginning of Period	<u>-</u>
Cash - End of Period	<u>\$ 5,442</u>

See accompanying Notes to Financial Statements

CAC FRANCHISING LLC

Notes to the Financial Statements

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Business

CAC Franchising LLC (the "Company") was formed on January 7, 2020 as a Florida limited liability company for the purpose of offering franchise opportunities and support for entrepreneurs who want to own a franchisee location of Children's Art Classes, a comprehensive program of art education and enrichment that supplements or replaces traditional art curriculum and provides hands-on art experiences for children of all ages.

Basis of Accounting

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

Accounting Standards Codification

The financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online search system.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. Also included with cash equivalents are deposits in-transit from banks for payments related to third-party credit card and debit card transactions. As of December 31, 2020, the Company had cash and cash equivalents of \$5,442.

Concentration of Risk

The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

CAC FRANCHISING LLC

Notes to the Financial Statements

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and other revenues. These receivables are carried at original invoice amount less an estimate made for doubtful receivables, based on a review of outstanding amounts. Management regularly evaluates individual customer receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of December 31, 2020, the Company had accounts receivable of \$49,950 and all accounts were deemed collectible.

Revenue Recognition

The Financial Accounting Standards Board issued codification Topic 606, Revenue from Contracts with Customers (ASC 606). Under ASC 606, the franchisor must determine if the pre-opening activities contain any distinct goods or services, known as performance obligations, and then allocate the initial franchise fees to those performance obligations using the stand-alone selling price of the goods or services. The Company has instituted ASC 606 by recognizing the initial franchise fee once the location is open based on the value of the pre-opening services provided. The pre-opening services provided include a developed curriculum, training at the corporate location, on-site training at the franchisee location, preparation of the operating manual, preparation of the market introduction plan, hiring support and site selection support. ASC 606 was implemented without an effect to the financial statements as the first contract was signed during the year ending December 31, 2020.

The Company's revenues consist of fees from franchisees such as initial franchise fees, royalties, and other fees. The initial franchise fees are deferred as a liability and recognized upon the opening of the franchise location once the Company has supplied the franchisee with the pre-opening services. The initial franchise fee is not refundable, it is collected upon contract signing, and future allocation of the fees have no risk of impairment.

The royalty revenue and other fees are recognized when earned and are based on a percentage of gross sales of each individual franchise according to the franchisee contract. The Company is obligated to provide the franchisee with ongoing support, trademark use and other services as outlined in the franchise disclosure document, for a period of ten years. The royalty fee represents payment for the post-opening activities provided by the Company. The Company had one active contract for the year ending December 31, 2020. The initial franchise fee was not collected and is in accounts receivable and current deferred revenue in the amount of \$49,950. The amount will be collected and recognized in the subsequent year.

CAC FRANCHISING LLC

Notes to the Financial Statements

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, long term notes receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities.

Income Taxes

The entity is structured as a limited liability company under the laws of the State of Florida and classified as a partnership for federal and state income tax purposes. Accordingly, the income or loss of the Company will be included in the income tax returns of the partner members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under Accounting Standards Codification ("ASC") Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2020, there aren't any tax years subject to examination based on the date of formation.

Advertising Costs

The Company expenses advertising costs when the first advertising takes place. The advertising expense at December 31, 2020 was \$1,774.

Subsequent Events

Management has reviewed and evaluated subsequent events through April 27, 2021, the date on which the financial statements were available to be issued.

NOTE 2 - RELATED PARTY TRANSACTIONS

During the years ended December 31, 2020, the Company has paid commissions to partners that are considered related parties totaling \$68,261. The Company has not incurred any other operating expenses with related parties.

CAC FRANCHISING LLC

Notes to the Financial Statements

NOTE 3 - COMMITMENTS AND CONTINGENCIES

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed. There are no loss contingencies that require disclosure at December 31, 2020.

NOTE 4 - FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

- A. The Company will grant the right to use the Company name, trademark and system in the franchisees franchise development business.
- B. The franchisee is obligated to pay a non-refundable initial franchise fee.
- C. The franchisee is obligated to pay a monthly royalty fee and other fees as outlined in the agreement.
- D. Other requirements as outlined in the Franchise Disclosure Document.

NOTE 5 - DEFERRED REVENUE

As stated in Note 1, under ASC 606, franchisor may recognize the initial franchise fee when the franchisor has substantially performed all services required to earn the initial franchise fee, or if pre-opening activities contain any distinct goods or services that can be allocated from the initial franchise fee. Management has determined that revenue from the initial franchise fees should be recognized upon the opening of the franchisee based on the pre-opening services provided by the Company. The amounts in deferred revenue on the balance sheet consist of the current portion of \$49,950 that will be recognized in the subsequent year.



February 5, 2020

**To the Governing Body and Management
CAC Franchising, LLC
Jacksonville, FL**

We have audited the balance sheet of CAC Franchising, LLC for the period ended January 31, 2020, and have issued our report thereon dated February 5, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 20, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by CAC Franchising, LLC are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2020. We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole. No such misstatements were noted.

315 WEST PONCE DE LEON AVENUE, SUITE 700, DECATUR, GA 30030
PHONE: 770-446-6649 FAX: 404-228-9997

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 5, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Company's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the governing body and management of CAC Franchising, LLC and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,


Burge & Associates, PC

CAC FRANCHISING, LLC

BALANCE SHEET

JANUARY 31, 2020

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INDEPENDENT AUDITOR'S REPORT

**To the Governing Body and Management
CAC Franchising, LLC
Jacksonville, FL**

We have audited the accompanying balance sheet of CAC Franchising, LLC (a Florida corporation) as of January 31, 2020, and the related notes.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

315 WEST PONCE DE LEON AVENUE, SUITE 700, DECATUR, GA 30030
PHONE: 770-446-6649 FAX: 404-228-9997

Opinion

In our opinion, the balance sheet referred to in the first paragraph present fairly, in all material respects, the financial position of CAC Franchising, LLC as of January 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Disclaimer of Opinion on Statements of Income, Retained Earnings, and Cash Flows

Because we were not engaged to audit the statement of income, retained earnings, and cash flows, we did not extend our auditing procedures to enable us to express an opinion on results of operations and cash flows for the year ended January 31, 2020. Accordingly, we express no opinion on the results of operations and cash flows for the year ended January 31, 2020.

Burge & Associates, PC

Burge & Associates, PC

Decatur, Georgia

February 5, 2020

**CAC FRANCHISING, LLC
BALANCE SHEET
JANUARY 31, 2020**

ASSETS

Cash & Cash Equivalents	\$ 43,911
TOTAL ASSETS	<u>\$ 43,911</u>

LIABILITIES AND MEMBER EQUITY

Member Equity	\$ 43,911
TOTAL LIABILITIES AND MEMBER EQUITY	<u>\$ 43,911</u>

CAC FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
JANUARY 31, 2020

Note 1: Significant Accounting Policies

Nature of Organization

CAC Franchising, LLC ("Company") is a corporation organized in the state of Florida. The Company sells franchise rights for a method of delivering a comprehensive program of art study to children aged 3-18. These programs are designed to provide an art education and enrichment program that supplements or replaces traditional art curriculum and hands-on experience for children of all ages.

The Company is in the development stage. This stage is characterized by limited revenue and significant expenditures for the design and development of the Company's franchise process. Once the Company's planned principal operations commence, its focus will be on selling new franchises and continued research and development.

Cash and Cash Equivalents

The Company considers all liquid, non-equity investments with an original maturity of three (3) months or less to be cash equivalents.

The Company maintains cash balances in banks. These balances are insured by the Federal Deposit Insurance Corporation (FDIC). As of January 31 2020, the Company had no uninsured balances.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of balance sheet. Actual results could differ from those estimates.

Note 2: Franchising

The Company offers franchise agreements that set the terms of its arrangement with each franchisee. The franchise agreements require the franchisee to pay an initial franchise fee, and continuing fees based on a percentage of gross revenue. Subject to the Company's approval and the payment of a renewal fee, a franchise may generally renew its agreement upon its expiration. Direct costs of sales and servicing of franchise agreements are charged to operations as incurred.

CAC FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
JANUARY 31, 2020

Note 2: Franchising (Continued)

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee, including training. The Company recognizes the initial fees as revenue when substantially all initial services required by the franchise agreement are performed, which is generally upon opening. Continuing fees are recognized as earned, with an appropriate provision for estimated uncollected amounts charged to general and administrative expenses.

As of January 31, 2020, no franchises had been sold.

Note 3: Capital Structure

Total member contributions for the period ended January 31, 2020 were \$43,911.

Note 4: Subsequent Events

Management has evaluated subsequent events through January 31, 2020, the date, which the financial statements were available to be issued.

EXHIBIT F

BRAND STANDARDS MANUAL TABLE OF CONTENTS

Section	Number of Pages
Preface	8
Section A – Introduction	12
Section B – Establishing a CAC- Children’s Art Classes Business	24
Section C – Personnel	27
Section D – School Procedures	7
Section E – School Offerings and Curriculum	20
Appendix A – Children’s Art Classes Curriculum	300
Appendix B – Children’s Art Classes Interim Curriculum	75
Total Number of Pages	473

EXHIBIT G
CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

Kari Yent
1209 Main Street
Jupiter, Florida 33458
(561) 377-5666

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

None

EXHIBIT H
INFORMATION ABOUT AREA REPRESENTATIVES

None as of the date of this disclosure document.

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON, AND WISCONSIN AT risk IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document 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 that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person

acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Jacksonville, FL, with the costs being borne equally by Franchisor and Franchisee. 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 restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS 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 DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT 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.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____
2. A proposed registration or filing is or will be shortly on file in the following states:

3. No states have refused, by order or otherwise to register these franchises.
4. No states have revoked or suspended the right to offer these franchises.
5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the “Act”), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

Item 5 and Item 7 of the Disclosure Document are amended as follows:

All initial franchise fees paid by you to us will be deferred until we have satisfied all our pre-opening obligations to you and you have commenced doing business. The Illinois Attorney General’s Office imposed this deferral requirement due to our financial condition.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

Item 5 of the Disclosure Document is amended as follows:

"Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring 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 the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) 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 (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes 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).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION

WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending

action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled **“Assignment of contract by franchisor”**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum”**, and Item 17(w), titled **“Choice of law”**: The foregoing choice of law should not be

considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST, OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

OHIO ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Ohio only, this Disclosure Document is amended by adding the following two cover pages to this Disclosure Document:

CAC FRANCHISING, LLC

April 29, 2021

READ THIS DISCLOSURE DOCUMENT CAREFULLY

The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any franchise. If you have any questions about this franchise, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.

The following disclosure document contains the disclosures required by Ohio law.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit I for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT J
STATE ADDENDA TO AGREEMENTS

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”) and _____, a _____ (“Franchisee”).

1. **Governing Law.** Illinois law governs the Agreement.
2. **Initial Franchise Fee.** Notwithstanding any provision of the Agreement to the contrary, all initial franchise fees paid by Franchisee to CAC Franchising will be deferred until CAC Franchising has satisfied all pre-opening obligations to Franchisee and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Franchisor’s financial condition.
3. **Waivers Void.** In conformance with Section 41 of the Illinois Franchise Disclosure Act, notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.
4. **Jurisdiction.** 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 occur outside of Illinois.
5. **Fee Deferral.** Item 5 and Item 7 of the Disclosure Document and Section 4.1 of the Franchise Agreement are amended to add the following:

“The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business.”
6. **Effective Date.** This Rider is effective as of date of the Agreement.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Indiana Acts” means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new

models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Maryland Franchise Registration and Disclosure Law” means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Statute of Limitations. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

5. Initial Franchise Fee. "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until CAC Franchising completes its pre-opening obligations under the franchise agreement."

6. Dispute Resolution. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Minnesota Act” means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring 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 the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) 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 (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes 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).

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

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state “No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues.”

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

**NEW YORK RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT
DEVELOPMENT AGREEMENT**

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”) and _____, a _____ (“Franchisee”).

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.
- 2. Waivers Not Required.** Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver, or estoppel which would relieve CAC Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the “New York Franchise Law”).
- 3. Waivers of New York Law Deleted.** Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by CAC Franchising with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.
- 4. Governing Law.** Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law shall govern any claim arising under that law.
- 5. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

- (1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.
- (2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee’s business.
- (3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.
- (4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.
- (5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.
- (6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.
- (7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.
- (8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.
- (9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- (10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

OHIO RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “BOPA” means the Ohio Business Opportunity Act, codified in Revised Code of Ohio, Title XIII, Chapter 1334.

2. Applicability of BOPA. Franchisee acknowledges that CAC Franchising is providing this Rider out of an abundance of caution, and that neither the execution of this Rider nor any other act of CAC Franchising constitutes an intent that BOPA apply to the transaction between CAC Franchising and Franchisee or an admission by CAC Franchising that the transaction fails to comply in any material respects with the trade regulation rule of the federal trade commission, “disclosure requirements and prohibitions concerning franchising,” 16 C.F.R. 436.1 et seq.

3. No Delivery of Goods or Services during Cancellation Period. CAC Franchising will not commence delivery of any goods or provide any services during the time within which Franchisee may cancel the Agreement as provided in Section 5 below.

4. Jurisdiction and Venue. In connection with the sale of the franchise, any provision in the Agreement restricting jurisdiction or venue to a forum outside of Ohio, or requiring the application of laws of another state, is void with respect to a claim otherwise enforceable under Sections 1334.01 to 1334.15 of the BOPA.

5. Cancellation. You, the franchisee, may cancel the transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

CAC FRANCHISING, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

OHIO
NOTICE OF CANCELLATION

[Insert Date Agreement Signed by FRANCHISEE]

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following CAC Franchising, LLC's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to CAC Franchising, LLC at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of CAC Franchising, LLC regarding the return shipment of the goods at CAC Franchising, LLC's expense and risk. If you do make the goods available to CAC Franchising, LLC and CAC Franchising, LLC does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to CAC Franchising, LLC, or if you agree to return them to CAC Franchising, LLC and fail to do so, then you remain liable for the performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to CAC Franchising, LLC, at CAC Franchising, LLC, or send a fax to CAC Franchising, LLC at *[Insert facsimile number]* or an e-mail to CAC Franchising, LLC at franchise@childrensartclasses.com, not later than midnight of *[Insert date that is five business days after the date above]*.

I hereby cancel this transaction.

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RHODE ISLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT
DEVELOPMENT AGREEMENT**

This Rider amends the Franchise Agreement dated _____ (the “Agreement”), between CAC Franchising, LLC, a Florida limited liability company (“CAC Franchising”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

**WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT
AGREEMENT**

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Fee Deferral. Item 5 and Item 7 of the Disclosure Document and Section 4.1 of the Franchise Agreement are amended to add the following:

“The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business.”

Agreed to by:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

CAC FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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

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

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 CAC 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. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If CAC 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, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone No.
Stephanie Larsen	9838 Old Baymeadows Road, #158, Jacksonville, FL, 32256	904-962-4292
Dennis Mulgannon	2201 Francisco Dr., Suite 140-544 El Dorado Hills, CA 95762	408-318-5606
Sean Hansen	2574 Stratford Cir, El Dorado Hills, CA 95762	916-757-3123

Issuance Date: April 29, 2021

I received a disclosure document dated April 29, 2021, that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Rider to Lease Agreement
- D. Form of General Release
- E. Financial Statements
- F. Brand Standards Manual Table of Contents
- G. Current and Former Franchisees
- H. Information About Area Representatives
- I. State Addenda to Disclosure Document
- J. State Addenda to Agreements

Signature: _____

Print Name: _____

Date Received: _____

Keep This Copy for Your Records

RECEIPT

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 CAC 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. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If CAC 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, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone No.
Stephanie Larsen	9838 Old Baymeadows Road, #158, Jacksonville, FL, 32256	904-962-4292
Dennis Mulgannon	2201 Francisco Dr., Suite 140-544 El Dorado Hills, CA 95762	408-318-5606
Sean Hansen	2574 Stratford Cir, El Dorado Hills, CA 95762	916-757-3123

Issuance Date: April 29, 2021

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