

FRANCHISE DISCLOSURE DOCUMENT

Jardín Franchising, LLC
4040 Bloomington Avenue South
Minneapolis, MN 55407
952-999-7050
xavier@jardinmn.com
www.jardinmn.com



We grant franchisees the right to operate a Jardín Spanish Immersion Academy™ center. Your Jardín Spanish Immersion Academy™ center will be a Spanish immersion early childhood learning center that provides educational programs to children between six weeks and five years of age.

The total investment necessary to begin operation of a Jardín Spanish Immersion Academy™ franchise is from \$495,000 to \$998,000. This includes \$60,000 that must be paid to us.

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 government 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, contact our franchise administration office at 4040 Bloomington Avenue South, Minneapolis, MN 55407, and telephone number 952-999-7050.

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 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, DC 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: ~~October 4~~ January 30, 2017 2018.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US ONLY IN MINNESOTA. OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN MINNESOTA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT REQUIRES YOU TO CONSTRUCT AND/OR REMODEL THE SITE FOR YOUR FRANCHISE ACCORDING TO OUR SPECIFICATIONS AND STANDARDS. THE COSTS OF CONSTRUCTION AND LEASEHOLD IMPROVEMENTS VARY TOO WIDELY FOR US TO PREDICT AND MAY BE SUBSTANTIAL. IF YOU CHOOSE TO BUILD THE JARDÍN SPANISH IMMERSION ACADEMY™ PREMISES, THE COST FOR YOUR LONG-TERM REAL PROPERTY INVESTMENT OBLIGATIONS WILL BE SIGNIFICANTLY HIGHER DEPENDING ON MANY INDEPENDENT VARIABLES LIKE LAND COST, LOCATION AND SIZE OF THE SITE, SITE IMPROVEMENT COSTS, SOIL AND ENVIRONMENTAL CONDITIONS, BUILDING AND HEALTH CODES AND REGULATIONS AND OTHER FACTORS.

3. THE FTC COMPLIANCE GUIDE ON PAGE 143 CONTAINS AN EXAMPLE OF A PERMISSIBLE INTEGRATION CLAUSE, WHICH ADDS THE FOLLOWING LIMITATION TO A TYPICAL INTEGRATION CLAUSE: NOTHING IN THIS OR IN ANY RELATED AGREEMENT, HOWEVER, IS INTENDED TO DISCLAIM THE REPRESENTATIONS WE MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WE FURNISHED TO YOU.

4. 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.

45. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "we" or "us" means Jardín Franchising, LLC, the Franchisor. "You" means the person or entity that buys the franchise. If the franchisee is a corporation, partnership, or other entity, "you" may also include the franchisee's owners.

We are a Minnesota limited liability company organized on April 7, 2017. Our principal place of business is at 4040 Bloomington Avenue South, Minneapolis, MN 55407. We will accept service of process at our principal business address, except that for the states listed in Exhibit A that include an agent for service of process, our agent for service of process for each such state shall be that listed for the particular state.

We do business as "Jardín Spanish Immersion Academy™" and under our corporate name. We have no predecessors. We have no parent company. We have no affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our owner began operating early learning centers in 2002 under the Trademarks (as defined in Item 13). We are a company formed in 2017 for the purpose developing the Jardín Spanish Immersion Academy™ franchise system. We have no franchised Jardín Spanish Immersion Academy™ centers open. We do not offer franchises in any other line of business. We have never operated businesses of the type being franchised. We have no other business activity. Under the common ownership of our owner, our affiliate, Mundo de Colores, Inc., has owned and operated Jardín Spanish Immersion Academy™ centers similar to those being franchised since 2010. These Jardín Spanish Immersion Academy™ centers are disclosed in Exhibit D. As of December 31, 2016~~2017~~, our affiliates operated four Jardín Spanish Immersion Academy™ centers.

We offer you the right to operate a franchised early learning center using the trademark Jardín Spanish Immersion Academy™ or other trademarks that we may designate (see Item 13 for a list of the current Trademarks). Your Jardín Spanish Immersion Academy™ will consist of a Spanish immersion early childhood learning center at the Authorized Location that provides educational programs to children between six weeks and five years of age. The curriculum is intended to prepare students for kindergarten, assist students with the stages of learning development, and cover the core components of early childhood education as determined by the National Association for the Education of Young Children. Each Jardín Spanish Immersion Academy™ center will follow our environmentalism and multicultural approach. Each Jardín Spanish Immersion Academy™ center will be approximately 8,500 to 10,000 square feet in size at the main facility and an additional 3,000 to 5,000 square feet in the form of an outdoor playground with capacity for at least 126 students (30 infants, 56 toddlers, and 40 preschoolers) and access to at least 15 parking spaces. Your Jardín Spanish Immersion Academy™ will follow our proprietary operating system, which includes an age-appropriate curriculum, food recipes, and operating procedures. Your center will include a commercial kitchen equipped to make all student meals onsite and laundry facilities.

Enrollment in Jardín Spanish Immersion Academy™ centers is not seasonal. The target market for your Jardín Spanish Immersion Academy™ includes individuals with children between six weeks and five years in age that are in need of early childhood care for those children. The market for early childhood learning centers is well developed and competitive, although foreign language immersion centers similar to your Jardín Spanish Immersion Academy™ are less common. Your competitors include other early childhood learning centers offering similar education and care to children between six weeks and five

harness restraints, having a first aid kit on board at all times, being decaled as we require, and meeting all other legal requirements, including those of the Department of Transportation.

We and our affiliates reserve the right to receive payments or other consideration from suppliers in connection with your purchase of goods, products and services as described in this Item 8, as well as in connection with any future purchase of any goods, products or services. Most of these payments are calculated on an amount based on products sold to Jardín Spanish Immersion Academy™ centers. We will retain and use such payments as we deem appropriate or as required by the vendor or by manufacturers. We will not provide you with any type of accounting or report on these amounts or their uses. We will not provide you material benefits because of your use of approved suppliers.

During our ~~2016~~2017 fiscal year, neither we nor our affiliates received any payments from suppliers in connection with the purchase of goods and services by our franchisees. Except as disclosed above, (a) neither we nor our affiliates are currently approved suppliers for any products and (b) there are no approved suppliers in which any of our officers own an interest.

We may negotiate prices for numerous products for the benefit of the franchise system but not on behalf of individual franchisees. At this time there is no purchasing or distribution cooperative but we may establish them in the future and you will be required to participate. We may receive volume discounts for the Franchise system.

You must carry insurance policies protecting your Jardín Spanish Immersion Academy™ business, and us. The insurance policies must include, at a minimum: (i) special/causes of loss coverage forms (sometimes called "All Risk coverage") on your Jardín Spanish Immersion Academy™ and all fixtures, equipment, supplies, business personal property and other property used in the operation of the Jardín Spanish Immersion Academy™, for full repair and replacement value of the equipment and improvements, including full coverage for loss of income resulting from damage to the Jardín Spanish Immersion Academy™ without any co-insurance clause, except that an appropriate deductible clause, as approved by us, is permitted (ii) business interruption and loss of income insurance covering a minimum 12 months loss of income, including coverage for Royalties and Marketing Fees with us named as a loss payee with respect to those fees; (iii) comprehensive general liability insurance, including bodily injury, product liability, and abuse and molestation coverage, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; (iv) builders risk insurance during construction with coverage up to the date the general liability and commercial property insurance policy begins; (v) child accident insurance, with minimum limits of \$25,000 per occurrence; (vi) automobile liability insurance, including owned, hired and non-owned vehicle coverage with a minimum combined single limit of \$1,000,000 per claim; (vii) workers' compensation and employer's liability insurance covering all of your employees, volunteers & interns; (viii) employment practices liability coverage, including third party coverage, with minimum limits of \$250,000 per occurrence; (x) cyber liability insurance, including cyber ransom coverage, with minimum limits of \$500,000 per occurrence; (xi) umbrella liability insurance, including general liability and abuse and molestation coverage, with minimum limits of \$2,000,000 per occurrence; (xii) we and our affiliates as named additional insureds on all liability policies required by this subparagraph; (xiii) any other such insurance coverages or amounts as required by law or other agreement related to your Jardín Spanish Immersion Academy™. We may from time to time modify the required minimum limits and require additional insurance coverages, by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the Jardín Spanish Immersion Academy™ franchise system, standards of liability and higher damage awards.

6. Make available to you all changes, improvements and additions to the franchise system to the same extent as are made available to other franchisees (Franchise Agreement, Section 4.D).

7. Make available additional training which we deem advisable to familiarize you and your management team on changes and updates in the franchise system (Franchise Agreement, Sections 6.B and 6.D).

Advertising Programs. Currently we have no obligation to conduct advertising. On the date that we have ~~four~~two franchised Jardín Spanish Immersion Academy™ centers open and in operation, we will have the right, in our sole discretion, to charge you a weekly Marketing Fee equal to 1% of Gross Sales. We reserve the right to increase the percentage periodically upon 60 days written notice provided that (i) we may not increase the Marketing Fee more than 0.5% every 3 years and (ii) the Marketing Fee may not exceed 3% of Gross Sales during the Initial Term of the Franchise Agreement. The Marketing Fees will be placed in a Marketing Fund. Other franchisees may contribute to the Marketing Fund at different rates depending on the date they join our system. We and our affiliates will not be required to contribute to the Marketing Fund for the Jardín Spanish Immersion Academy™ centers owned by us or our affiliates (Franchise Agreement, Sections 8.A and 8.C).

Once we start collecting the Marketing Fee, we will have the right to use whatever media we consider more appropriate for the system. The media coverage may be local, regional or national. We may produce the marketing materials ourselves or we may hire national or regional advertising agencies. We and our affiliates will only receive payments from the Marketing Fund for goods and services provided at arms-length prices. We will have no obligation to undertake any specific advertising campaigns, conduct advertising in any particular area or spend a prorated amount on each Jardín Spanish Immersion Academy™ center or market. We may use the funds to (1) formulate, develop and implement marketing, advertising and promotional campaigns; and (2) pay us for the expense of administering the Marketing Fund, including accounting expenses and salaries and benefits paid to our employees engaged in marketing functions.

We will administer the Marketing Fund. The Marketing Fund will not be audited. If requested, we will provide you an annual unaudited statement of the financial condition of the Marketing Fund. The Marketing Fund was not formed during our last fiscal year and, therefore, we did not spend any money of the Marketing Fund during our last fiscal year. The Marketing Fund will not be a trust or escrow account, and we will have no fiduciary obligation to franchisees with respect to the Marketing Fund. Marketing Fees not used in one year will be carried over to the next year. No portion of the Marketing Fees will be spent for advertising principally designed at solicitation of the sale of franchises.

Before the date when we require you to start paying the Marketing Fee, you must spend every calendar year at least 2% of Gross Sales on approved local marketing and promotion. Once you start paying the Marketing Fee, in addition to the Marketing Fee you must spend every calendar year at least 1% of Gross Sales on approved local marketing and promotion. If you fail to make the required expenditure, we have the right to collect and contribute the deficiency to the Marketing Fund or to collect such amounts as additional Royalties if the Marketing Fund is not yet established (Franchise Agreement, Section 8.B). Other franchisees may be required to spend different amounts in local advertising depending on the date they join our system.

There is no advertising council composed of franchisees that advises us on advertising policies. At this time, we do not have a local or regional advertising cooperative, but we have the right to designate local advertising markets and to require cooperatives to be formed, changed, dissolved or merged. If a cooperative is formed in your area, you will be required to participate and direct the amounts each you

are required to spend in local advertising to the cooperative in your designated local advertising market. Each Jardín Spanish Immersion Academy™ center (excluding those owned by us or our affiliates) within a designated local advertising area will (i) be member of the local advertising group, (ii) direct the amounts it is required to spend on local advertising to the local cooperative, (iii) have one vote on all matters requiring a vote. All decisions will be taken by simple majority of the members, unless the bylaws require a greater percentage for certain actions. Cooperatives will be governed by written bylaws and we reserve the right to designate the bylaws. Copies of the bylaws will be available to each member of the cooperative upon written request. If a majority of the Jardín Spanish Immersion Academy™ centers in your designated advertising market votes to spend more on local advertising you will be required to contribute the amount agreed by the majority, but you will not be required to spend more than 2% for local advertising (Franchise Agreement, Section 8.C). Each cooperative will prepare, and make available upon request, annual unaudited financial statements of the cooperative.

From time to time, we may provide you with advertising materials or offer them to you at an additional cost. You may develop advertising materials for your own use at your own cost. We must approve the advertising materials in advance and in writing. You must comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs of the same upon our request. You are ultimately responsible for ensuring that your advertising complies with all applicable laws before using it (Franchise Agreement, Section 8.B).

Information System. You must record all sales on information systems that we have approved and report your Gross Sales to us monthly. See Item 8 for a description of the minimum requirements of the computer system.

The range of the estimated cost of the computer system is from \$1,800 to \$2,100. The cost of the computer system will vary greatly depending on vendor, capabilities, and additional software you may desire. We have the right to make updates, supplements and modifications to the computer system and you will have the obligation to promptly implement such updates, supplements and modifications (Franchise Agreement, Section 4.K). The range of the estimated annual expenses for upgrade and maintenance of the computer system is \$1,000 to \$3,000. The cost of any updates, supplements or modifications will vary greatly depending on the nature of the update, supplements or modification. We have no obligation to provide ongoing maintenance, repairs or updates to the information systems.

We reserve the right to designate a single source from whom you must purchase the computer system. You may be required to license the proprietary software from us, an affiliate or a third party and may be required to pay a software licensing or user fee in connection with your use of the proprietary software. All right, title and interest in the software will remain with the licensor of the software. We will have full and complete access to information and data generated or stored in any part of the information system (Franchise Agreement, Section 4.K). There are no contractual limitations on the access that we will have to your information system.

Manuals. A copy of the table of contents of the manual is included in this Franchise Disclosure Document as Exhibit G. The total number of pages in the manual as of ~~October 4, 2017~~ January 30, 2018 was 117 pages.

Training. Prior to opening or during the first 15 days of opening your Jardín Spanish Immersion Academy™ we will offer you the following training.

TRAINING PROGRAM

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 outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Our affiliates operate four centers, ~~three~~all of which were open all of 2016. ~~These three~~2017. The centers had average monthly gross sales between \$114,000~~82,709~~ and \$141,000. ~~All~~166,551. Three of the four centers had annual gross sales in excess of \$1,369,000~~1,700,000~~. One of the four centers had annual gross sales between \$900,000 and \$1,700,000. The following table includes specific data for the ~~three~~all centers ~~opened all of 2016~~operating during 2017:

	Powderhorn Center	Eden Prairie Center	Longfellow Center	Summit Hill Center
Annual Gross Sales	\$1,369,400 1,998 607	\$1,487,800 1,707 719	\$1,696,000 1,855 510	\$992,510
Average Monthly Gross Sales	\$114,117 166,55 1	\$123,983 142,31 0	\$141,333 154,62 6	\$82,709
Median Monthly Gross Sales	\$116,320 167,66 5	\$123,857 142,66 4	\$148,235 155,86 3	\$85,724
High Monthly Gross Sales	\$144,500 176,57 0	\$136,800 162,19 3	\$155,400 163,21 6	\$124,719
Low Monthly Gross Sales	\$56,600 148,267	\$104,400 132,72 0	\$103,700 141,10 1	\$31,771
Square Footage of the Center (excluding parking and playground)	9,000-sf	8,500-sf	6,700-sf	11,700
Number of Households within 3 Mile Radius of Center	80,363*	78,593**	80,363*	68,668***
Date Center Opened	11/17/2015	08/19/2013	10/06/2006	01/02/2017

(*) Per 2014 US Census data.

(**) Per 2015 Cushman Wakefield Demographic Study.

(***) 2015 estimate based on 2010 US Census of 64,978 with 5.68% growth

The information in the table above represents actual financial data from ~~the three~~all four centers operated by our affiliates that were open all of 2016. ~~The fourth center opened in January 2017 and is not included in this data during 2017.~~ See Exhibit D for a list of the addresses of all the centers operated by our affiliates. Written substantiation of this information will be made available to you upon your reasonable request. If you receive any other financial performance information or projections of your future income, you should report it to us by contacting our President, Xavier A. Lopez, at 4040 Bloomington Avenue South, Minneapolis, MN 55407, 952-999-7050, xavier@jardinmn.com.

The information above is not a forecast of your potential financial performance. We do not represent that you can expect to attain these sales amounts. There is no assurance that you will do as well. Your

financial results are likely to differ from the results shown above. A newly opened business may not achieve sales volumes similar to those of an established business.

Neither we nor any of our affiliates make any promises or representations of any kind that you will achieve any particular results or level of sales or profitability or even achieve break-even results in any particular year of operation. Gross Sales do not represent actual or potential profitability of a business and you should not rely on them in calculating prospective profitability. The profitability of individual businesses depends on a number of factors including your management skill, experience and business acumen; local economic conditions; the local market for these services; and competition. These factors also vary due to individual characteristics of the franchised business.

You are responsible for developing your own business plan for your business, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business, and legal advisors to assist you to identify the expenses you likely will incur in connection with your business, to prepare your budgets, and to assess the likely or potential financial performance of your business.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
Systemwide Outlet Summary For Years 20142015 to 20162017**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<u>Franchised</u>	<u>2014</u>	0	0	0
<u>Franchised</u>	2015	0	0	0
	2016	0	0	0
<u>Company-Owned(*)</u>	<u>2014</u> <u>2017</u>	0	0	0
<u>Company-Owned(*)</u>	2015	0	0	0
<u>Company-Owned(*)</u>	2016	0	0	0
<u>Total Outlets</u>	<u>2014</u> <u>2017</u>	0	0	0
<u>Total Outlets</u>	2015	0	0	0
	2016	0	0	0
	2017	0	0	0

(*) While there are no company-owned locations, as of December 31, 20162017, our affiliates operated 4 Jardín Spanish Immersion Academy™ centers as disclosed on the attached Exhibit D.

**Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years 20142015 to 20162017**

State	Year	Number of Transfers
Total	<u>2014</u> <u>2015</u>	0
	<u>2015</u> <u>2016</u>	0
	<u>2016</u> <u>2017</u>	0

Table No. 3
Status of Franchised Outlets
For Years 20142015 to 20162017

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Total	20142015	0	0	0	0	0	0	0
	20152016	0	0	0	0	0	0	0
	20162017	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets*
For Years 20142015 to 20162017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Totals	20142015	0	0	0	0	0	0
	20152016	0	0	0	0	0	0
	20162017	0	0	0	0	0	0

(*) While there are no company-owned locations, as of December 31, 20162017, our affiliates operated 4 Jardín Spanish Immersion Academy™ centers as disclosed on the attached Exhibit D.

Table No. 5
Projected Openings as of December 31, 20162017

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Illinois	0	1	0
Minnesota	0	1	0
Totals	0	2	0

We have no franchisees. If you buy this franchise, your contact information may be disclosed to other buyers even after you leave the franchise system.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. There is no franchisee organization associated with the franchise system created, sponsored or endorsed by us.

No franchisee organization associated with the franchise system has requested to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Exhibit B is a copy of our ~~opening balance sheet and unaudited~~audited financial statements as of ~~September 30~~December 31, 2017, and for the period from our inception on April 7, 2017 through December 31, 2017. Our audited financial statements have been prepared in accordance with generally accepted accounting principles. ~~We began operations in 2017, have not been in business for three years or more and cannot include all financial statements required in this Item and audited by Boeckermann Grafstrom & Mayer, LLC.~~

ITEM 22

CONTRACTS

A copy of the Franchise Agreement (and all exhibits to it) is attached as Exhibit C. A copy of our Confidential Disclosure Agreement and Receipt is attached as Exhibit F.

ITEM 23

RECEIPTS

You will find copies of a detachable receipt at the very end of this disclosure document.

EXHIBIT A
LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

California Commissioner of Business Oversight
Department of Business Oversight
1515 K Street, Suite 200
Sacramento, California 95814-4052
(916) 445-7205
Toll Free: 1-866-275-2677

FLORIDA

Florida Department of Consumer Services
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800
(904) 922-2770

HAWAII

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Office of Attorney General Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Indiana Securities Division
(Administrator)
302 W. Washington Street, Room E111
Indianapolis, Indiana 46204
(317) 232-6531

KENTUCKY

Kentucky Office of the Attorney General
Consumer Protection Division
P.O. Box 2000
Frankfort, Kentucky 40602
(502) 573-2200

MARYLAND

Maryland Office of Attorney General
Division of Securities
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202-2020
(410) 576-6360

**Registered Agent to Receive
Service of Process**

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Unit
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

MINNESOTA

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 500280
St. Paul, Minnesota 55101
(651) 296539-63281600

NEBRASKA

Nebraska Department of Banking & Finance
1200 North Street, Suite 311
P.O. Box 95006
Lincoln, Nebraska 68509-5006
(402) 471-3445

NEW YORK

New York Secretary of State
of the State of New York
162 Washington Avenue
Albany, New York 12231

New York State Department of Law
Bureau of Investor Protection and Securities
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8211

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor
Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Oregon Department of Consumer & Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Chief Securities Examiner
Rhode Island Department of Business Regulation
Banking Division, Franchise Section
233 Richmond Street, Suite 232
Providence, Rhode Island 02903-4232
(401) 222-3048

SOUTH DAKOTA

Department of Labor and Regulation
Division of Securities
445 E Capitol Avenue
Pierre SD 57501
(605) 773-4823

TEXAS

Statutory Document Section
Texas Secretary of State
1019 Brazos Street, Room B05
Austin, Texas 78701
(512) 475-1769

UTAH

State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601

VIRGINIA

Virginia State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON

State of Washington
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

EXHIBIT D

List of Affiliate-Owned Jardín Spanish Immersion Academy™ Centers and Former Affiliate-Owned Jardín Spanish Immersion Academy™ Centers as of December 31, 20162017

List of Affiliate-Owned Jardín Spanish Immersion Academy™ centers that left the system in 20162017:

None

List of Affiliate-Owned Jardín Spanish Immersion Academy™ centers that failed to communicate with the franchisor within 10 weeks of the disclosure document issuance date:

None

Current Affiliate-Owned Jardín Spanish Immersion Academy™ Centers:

Minnesota	612-360-3196	Saint Paul, MN 55104 651-313-8240
Jardín Spanish Immersion Academy™ Mundo de Colores, Inc. 14200 Martin Drive Eden Prairie, MN 55344 952-974-4365	Jardín Spanish Immersion Academy™ Mundo de Colores, Inc. 4040 Bloomington Ave. S. Minneapolis, MN 55407 612-824-1305	
Jardín Spanish Immersion Academy™ Mundo de Colores, Inc. 3836 Minnehaha Ave. Minneapolis, MN 55406	Jardín Spanish Immersion Academy™ Mundo de Colores, Inc. 130 Victoria St. N.	

ITEM 23
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 Jardín 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.

Those states identified in Exhibit A with "Effective Dates" may require us to provide you a copy of this disclosure document upon the earlier of (i) our first personal meeting, (ii) 14 calendar days before you sign a binding agreement with, or make a payment to us; or (iii) 10 business days before you sign a binding agreement with, or make a payment to us. In all such cases, we will provide you a copy of the disclosure document by or before the date mandated by the laws of the particular state.

If Jardín 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 the state agency listed on Exhibit A.

The franchise seller for this offering is Xavier Lopez, our Chief Executive Officer and Treasurer, Danisbel Montano, our Vice President of Operations, or Victoria De La Mora, our Enrollment Specialist, Jardín Franchising, LLC, 4040 Bloomington Avenue South, Minneapolis, MN 55407, 952-999-7050.

Issuance Date: ~~October 4~~ January 30, 2017/2018, provided that in the states identified in the "State Effective Dates" page, this disclosure document shall become effective in each such state on the date set forth in the "State Effective Dates" for such state.

See Item 1 and Exhibit A for our registered agents authorized to receive service of process.

I have received a disclosure document dated ~~October 4, 2017~~ January 30, 2018 that included the following Exhibits:

- A. State Franchise Administrators and Agents for Service of Process
- B. Financial Statements
- C. Franchise Agreement
- D. List of Affiliate-Owned Jardín Spanish Immersion Academy™ Centers
- E. Franchisee Questionnaire
- F. Confidential Disclosure Agreement and Receipt
- G. Table of Contents of the Operating Manual

If a business entity:

If an individual:

By: _____

_____ (Print Name)

Its: _____

Date: _____

(do not leave blank)

Please sign this copy of the receipt, date your signature, and return it to Jardín Franchising, LLC, 4040 Bloomington Avenue South, Minneapolis, MN 55407. This disclosure document is also available in pdf format through e-mail.

ITEM 23
RECEIPT

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If a business entity:

If an individual:

By: _____

_____ (Print Name)

Its: _____

Date: _____

(do not leave blank)

Please sign this copy of the receipt, date your signature, and return it to Jardín Franchising, LLC, 4040 Bloomington Avenue South, Minneapolis, MN 55407. This disclosure document is also available in pdf format through e-mail.