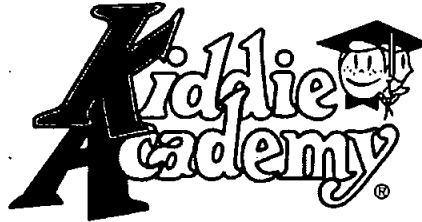


FRANCHISE DISCLOSURE DOCUMENT



Kiddie Academy Domestic Franchising, LLC

A Delaware Limited Liability Company
3415 Box Hill Corporate Center Drive
Abingdon, Maryland 21009-1201
1-800-5-KIDDIE
www.kiddieacademy.com



CHILD CARE LEARNING CENTERS

The franchisee will operate a specially designed early childhood learning and child care facility offering programs for children between six weeks and twelve years of age under the name **Kiddie Academy®**.

The total investment necessary to begin the operation of a **Kiddie Academy®** Franchise is ~~\$355,372,700~~ - ~~\$657,702,000~~ for a leased Kiddie Academy Franchised location, and ~~\$1,855,888,700~~ - ~~\$3,007,362,000~~ for a purchased Kiddie Academy Franchised location. This includes \$120,000 in Initial Fees that must be paid to the franchisor or an 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 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 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 the Kiddie Academy Corporate Offices at the above address and telephone number.

The terms of your contract will govern your franchise relationship. Do not 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-FTCHELP 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 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: December 19, ~~2012~~ 2013

STATE COVER PAGE

Your state may have a franchise law that requires us, the franchisor, to register or file with a state franchise administrator our Franchise Disclosure Document before offering or selling franchises 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 on Exhibit A for information about us, the franchisor, about other franchisors and 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 BY LITIGATION/ARBITRATION ONLY IN MARYLAND. OUT-OF-STATE LITIGATION/ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE/ARBITRATE WITH US IN MARYLAND THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AGREEMENT STATES THAT MARYLAND LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
3. **THE FRANCHISEE'S SPOUSE MUST SIGN A PERSONAL GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT WHICH ALSO PLACES THE SPOUSE'S PERSONAL ASSETS AT RISK. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.**
4. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Effective Date: (See State Effective Dates on the following page.)

STATE EFFECTIVE PAGES

State:	Effective Date:
California	January 10, 2013
Hawaii	December 27, 2012
Illinois	December 20, 2012
Indiana	February 1, 2013
Michigan	March 1, 2013
Minnesota	December 24, 2012
North Dakota	January 10, 2013
New York	January 25, 2013
Rhode Island	January 2, 2013
South Dakota	December 20, 2012
Virginia	January 16, 2013
Washington	January 7, 2013
Wisconsin	December 21, 2012

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