FRANCHISE DISCLOSURE DOCUMENT
BARKLEY VENTURES FRANCHISING, LLC
a Delaware limited liability company
3699 N. Dixie Hwy.
Oakland Park, Florida 33334
(866) 799-BARK
www.centralbarkusa.com

The Franchised Business is a canine care facility offering day care, boarding services, grooming services, training, specialty retail boutique for dogs, and other products and services.

The total investment necessary to begin operation of a Central Bark franchised business is $522,474 to $1,045,474. This includes between $75,000 and $77,500 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation of a franchise operating up to two Central Bark facilities ("Multi-2" or "Multi-2 Franchise") is between $1,049,948 and $2,099,948. This includes between $106,000 and $108,500 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a franchise operating up to three Central Bark facilities ("Multi-3" or "Multi-3 Franchise") is between $1,572,422 and $3,154,422. This includes between $157,000 and $164,500 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a franchise operating up to four Central Bark facilities ("Multi-4" or "Multi-4 Franchise") is between $2,094,896 and $4,208,896. This includes between $183,000 and $193,000 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a franchise operating up to five Central Bark facilities ("Multi-5" or "Multi-5 Franchise") is between $2,617,370 and $5,263,370. This includes between $209,000 and $221,500 that must be paid to the franchisor or its affiliate(s).

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 Lisa Finke, P.O. Box 14217, West Allis, Wisconsin 53214, (866) 799-BARK, lfinke@centralbarkusa.com.

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 22, 2024

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 F.
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 Central Bark 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 Central Bark franchisee?	Item 20 or Exhibit F 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 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 franchisor in Florida than in your own state.

2. **Short Operating History**. This 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 with a longer operating history.

3. **Mandatory Minimum Payments**. You must make mandatory minimum advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

4. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even if your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

5. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

6. **Unopened Franchises**. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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 APPLY TO TRANSACTIONS GOVERNED BY 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:

(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 protections provided in the Michigan Franchise Investment 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 subfranchisor.

(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 franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations 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 ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Michigan Attorney General's Office
Consumer Protection Division
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

Note: Despite subparagraph (f) above, we intend, and we and you agree to fully enforce the arbitration provisions of the Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing these arbitration provisions. You acknowledge that we will seek to enforce this section as written.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

BARKLEY VENTURES FRANCHISING, LLC

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this franchise disclosure document (this "Disclosure Document"), "BVF," "we," "us," or "our" means Barkley Ventures Franchising, LLC, the franchisor. "You" or "your" means the person or entity that buys the franchise. If you are a corporation, limited liability company, partnership or other entity, certain provisions of the franchise agreement ("Franchise Agreement"), attached as Exhibit B to this Disclosure Document, and the multi-unit franchise agreement ("MUFA"), if applicable, attached as Exhibit C to this Disclosure Document, and related agreements will also apply to your owners.

The Franchisor

We are a Delaware limited liability company, formed in February 2022, for the purpose of offering franchises for CENTRAL BARK facilities. "CENTRAL BARK facilities" are personalized canine care facilities that have the flexibility to meet individual dog's developmental, social, and personality needs offering day care, overnight boarding services, grooming services, training, specialty retail boutique for dogs, and other products and services authorized by us. We do business under our corporate name and the name "CENTRAL BARK." Our principal business address is 3699 N. Dixie Hwy, Oakland Park, Florida 33334, (866) 799-BARK. Certain of our operational support activities may be conducted out of New Berlin, WI and we have a mailing address in Wisconsin at P.O. Box 14217, west Allis, Wisconsin 53214. Our agents for service of process in certain states are listed in Exhibit A.

We have offered and sold franchises for CENTRAL BARK facilities since April 2022. We have not offered franchises in any other line of business. We do not operate a CENTRAL BARK facility, nor are we engaged in any other business.

Predecessor, Parents, and Affiliates

Our parent and predecessor, Barkley Ventures, Inc. ("BVI"), was originally incorporated as a Florida corporation in August 2003, but subsequently converted to a Delaware corporation in November 2021. BVI shares our principal business address. BVI offered and sold franchises for CENTRAL BARK facilities from January 2004 until March 2022, but has not operated a CENTRAL BARK facility, nor has it offered franchises in any other line of business.

On November 1, 2021, NSF Bark, LLC ("NSF Bark") became the majority owner and parent company of BVI. NSF Bark's principal business address is 555 E. Lancaster Avenue, 3rd Floor, Radnor, Pennsylvania, 19087. NSF Bark is the holding company through which private equity investors acquired the majority interest in BVI; NSF Bark is managed by NewSpring Franchise Management Company, LLC ("NSFMC"). NSFMC shares a principal business address with NSF Bark. Neither NSF Bark nor NSFMC has offered franchises in any line of business nor have they operated a CENTRAL BARK facility.

Our affiliate, Barkley Ventures IP, LLC ("BV IP") is a Delaware limited liability company formed in February 2022. BV IP owns the Marks (defined below) and licenses the Marks to us. BV IP

shares our principal business address. BV IP has not operated a CENTRAL BARK facility nor has it offered franchises in any line of business.

Our affiliate, OnAxis Franchising Group, LLC (doing business as Green Home Solutions) ("GHS") is a Delaware limited liability company that was formed on December 29, 2021 and has a principal business address is 136 School Street, #286, Spring Mills, PA 16875. GHS has offered franchises since 2022. GHS has a predecessor, JC Franchising, Group, LLC, which was a Georgia limited liability company organized on April 27, 2010 that had a principal business address of 136 School Street, #286, Spring Mills, Pennsylvania 16875. From April 2010 through May 2022, JC Franchising Group offered franchises selling indoor environmentally preferred solutions and services under the name "Green Home Solutions." As of December 31, 2023, OnAxis had 208 outlets operating under the name "Green Home Solutions."

Our affiliate Blo Blow Dry Bar Inc. ("Blo") has a principal business address is 1867 Yonge Street, Suite 600, Toronto, Ontario, Canada M4S 1Y5. Since January 2010, Blo has offered franchises in the United States for full service blow dry businesses offering public hair styling and cleansing products and accessories operating under the name Blo Blow Dry Bar®. As of December 31, 2023, there were 90 franchised facilities in the United States.

Our affiliate Duck Donuts Holdings, LLC's ("Duck Donuts") has a principal business address is 1215 Manor Drive, Suite 302, Mechanicsburg, Pennsylvania 17055. Since April 2021, Duck Donuts has offered franchises for retail businesses offering fresh made to order donuts and other authorized products under the name DUCK DONUTS®; prior to that, Duck Donuts' affiliate and predecessor, Duck Donuts Franchising Company, LLC, offered Duck Donuts franchises from approximately October 2012 through April 2021. As of December 31, 2023, there were 131 franchised locations in the United States.

TSR Franchise Group LLC's ("TSR") principal business address is 237 St. James Place, Philadelphia, Pennsylvania 19010. Since February 2023, TSR has offered franchises for restaurants offering donuts, fried chicken, coffee and other authorized products under the name FEDERAL DONUTS®. As of December 31, 2023, there were no franchised locations in the United States.

Neither GHS, Blo, Duck Donuts, or TSR offer CENTRAL BARK franchises. We have no other predecessors, parents, or affiliates required to be disclosed.

The Franchise We Offer

We offer qualified purchasers the right to operate a CENTRAL BARK facility, from a single location (the "Location") in a specified territory (the "Franchised Business") under the Franchise Agreement. You will operate a CENTRAL BARK facility under the name and mark "CENTRAL BARK" and other service marks, trademarks, trade names and associated logos we designate (all referred to as the "Marks"). You must operate in accordance with the mandatory specifications, standards, operating procedures, and rules we designate for operating CENTRAL BARK facilities (the "System Standards").

We also offer qualifying individuals the right to enter into the Multi-Unit Franchise Agreement (a "MUFA"), under which you would agree to acquire a specified number of franchises and open, according to a specified schedule (the "Development Schedule"), a corresponding number of CENTRAL BARK facilities, each under a separate Franchise Agreement, within a specifically described geographic territory (the "Multi-Unit Territory"). For each CENTRAL BARK facility you develop, you must sign our then-current form of Franchise Agreement, which may materially differ from the form signed simultaneously with the MUFA. You will sign the first Franchise Agreement at the same time you sign the MUFA. Each of your owners with a 20% or greater ownership interest in you will be required to personally guarantee the performance of your obligations under the MUFA and will become personally and jointly, with you and any other guarantors, bound by those obligations.

Market Competition

CENTRAL BARK facilities must compete with other canine care facilities, kennels, boarding services, grooming services, training services, and retail outlets specializing in canine care and products. The market for these services is developed and competitive in some markets, but still developing and semi-competitive in other markets. The sale of goods and services offered by CENTRAL BARK facilities is not seasonal.

Regulations

It may be necessary to obtain a license from the municipality in which your CENTRAL BARK facility is located to operate the Franchised Business, such as a retail license. A state or municipality may have specific regulations and/or standards for the care and treatment of domestic animals such as kennel licenses or grooming licenses and may include a requirement that you obtain an animal handler permit. You must comply with all local, state, and federal laws and regulations that apply to any business.

ITEM 2

BUSINESS EXPERIENCE

Robert Wilson Crawford, III – Chief Executive Officer

Mr. Crawford has been Chief Executive Officer of ours and BVI since April 2022. Prior to that, Mr. Crawford was employed by Brook Furniture Rental, Inc. in Lake Forest, Illinois, and served as its Senior Advisor from September 2020 to August 2021, and as its Chief Executive Officer from April 2012 to August 2020. Mr. Crawford was between positions from September 2021 to March 2022.

Dr. Tim Weiderhoft – Chief Development Officer

Dr. Weiderhoft has been our Chief Development Officer since November 2023. Prior to that, between November 2022 and October 2023, Dr. Weiderhoft was our Vice President of Franchise Development since November 2022. Dr. Weiderhoft previously served as Chief Executive Officer for Wow Wow Hawaiian Lemonade Franchising from September 2019 to November 2022, in

Phoenix, Arizona. Prior to that, Dr. Weiderhoft served as Vice President of Franchise Development for Massage Envy Franchising from March 2014 to September 2019, in Scottsdale, Arizona.

Jason Perras – Chief Financial Officer

Mr. Perras has been our Chief Financial Officer since March of 2024. Prior to that, Mr. Perras served as Chief Financial Officer of X-Golf America in Torrance, California, as well as Secretary of one of its subsidiaries, X-Golf Franchise Corporation, from September 2019 to December 2023 and Chief Financial Officer of another subsidiary, X-Golf Canada Franchising LTD., from January 2021 to December 2023. In addition, since 2016, Mr. Perras has been a franchisee in X-Golf franchises in Michigan and Indiana. Prior to that, Mr. Perras was an Account Financial Manager of Yanfeng Global Automotive Interiors in Novi, Michigan from July 2012 until August of 2019.

Kristen Risby – Vice President of Marketing

Ms. Risby has served as our Vice President of Marketing since January 2024. Prior to that and between June 2023 and December 2023, Ms. Risby was a Consultant with Profile Plan in Sioux Falls, South Dakota. Between October 2022 and June 2023, Ms. Risby was Consultant with Light Lounge in Evergreen, Colorado. Between May 2019 and August 2022, Ms. Risby was first Vice President of Franchising, then Vice President of Marketing, then President of Pet Supplies Plus / Wag N Wash in Centennial, Colorado. Between March 2016 and April 2019, Ms. Risby was Brand Director of RE/MAX in Denver, Colorado.

Director: Patrick Sugrue

Mr. Sugrue is a director. Mr. Sugrue is a partner of joined NewSpring Capital in Radnor, Pennsylvania as a partner in June 2020. Prior to joining NewSpring, Mr. Sugrue served as President and CEO at Saladworks in Conshohocken, Pennsylvania from March 2016 to August 2019.

ITEM 3

LITIGATION

Barkley Ventures, Inc. and Central Bark Dog Day Care and Training Center, Inc. v. Canine Investments, Inc., Mark Afaneh, and Karol Afaneh, AAA No. 51-114-E-1215-13 (American Arbitration Association); No. 14CV06114 (Wisconsin Circuit Court, Milwaukee County). On October 29, 2013, BVI and Central Bark Dog Day Care and Training Center, Inc. submitted a demand for arbitration to the American Arbitration Association against Canine Investments, Inc., a former franchisee, and its guarantors, Mark Afaneh and Karol Afaneh. The demand alleged that respondents had breached the franchise agreement and guarantee and were infringing and unfairly competing against BVI by, among other things, continuing to use the Central Bark Doggy Day Care name and marks after termination of the franchise agreement. In the arbitration, BVI sought damages as well as permanent injunctive relief to enforce its trademark rights and the post-termination obligations under the franchise agreement. On November 15, 2013, respondents submitted a counter-demand in the arbitration alleging wrongful termination of the franchise agreement, breach of the implied covenant of good faith and fair dealing, tortious interference with respondents' business relationships and violations of the Wisconsin Fair Dealership Law. The

arbitrator issued an award on May 28, 2014, entering a permanent injunction to require the former franchisees to cease using the Central Bark Doggy Day Care name and trademark and to comply with their post-termination obligations, including the post-termination covenant not to compete. The arbitrator also held that the termination violated the Wisconsin Fair Dealership law and awarded $100,000 in damages and attorneys' fees to respondents. The arbitration award was modified on June 16, 2014, to state that only BVI, not Central Bark Dog Day Care and Training Center, Inc., is responsible for the damages. On August 25, 2014, the arbitration award was confirmed by the Wisconsin Circuit Court for Milwaukee County.

Other than this action, 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

Unit Franchise Agreement

You must pay us an initial franchise fee in lump sum when you sign the Franchise Agreement. The standard initial franchise fee is $49,000. If you sign a MUFA, the initial franchise fee for each Franchise Agreement after the first Franchise Agreement is $31,000.

If, during the initial training program, we determine that you (or your Managing Owner, as defined in Item 11), or designated manager, if applicable, are unable to complete the initial training program to our satisfaction, we may terminate your Franchise Agreement. In such event, we will refund $10,000 of your initial franchise fee. You must sign a general release in the form we prescribe of any and all claims against us as a condition of receiving this refund.

We are a member of the International Franchise Association ("IFA") and participates in the IFA's VetFran Program, which provides a 10% discount on the initial franchise fee for veterans of the U.S. Armed Forces who meet the requirements of the VetFran Program.

Multi-Unit Franchise Agreement

If you enter into a MUFA, you will pay us a multi-unit rights fee equal $5,000 multiplied by the number of CENTRAL BARK facilities you agree to develop, less one. A typical MUFA requires the development of 2 to 5 CENTRAL BARK facilities, depending on the size of the Multi-Unit Territory, requiring payment of a multi-unit rights fee ranging from $5,000 to $20,000. Concurrently with signing the MUFA, you will sign the Franchise Agreement for the first CENTRAL BARK facility and pay the $49,000 franchise fee for such CENTRAL BARK facility. For the second and subsequent CENTRAL BARK facilities to be developed under the MUFA, we will credit the multi-unit rights fee, in $5,000 increments, toward the $31,000 initial franchise fee that is due upon the execution of each such Franchise Agreement.

Initial Launch Advertising

You must deposit with us a grand opening deposit of $26,000 for use in connection with your initial launch advertising during the period commencing 90 days before and ending 180 days after the opening of the Franchised Business. We will administer payments from the grand opening deposit to our approved vendors and service providers in connection with your initial launch advertising expenses.

Lease Review Fee

It is your responsibility to obtain a fully executed lease assignment agreement in connection with executing the lease for the CENTRAL BARK facility. Our current form of lease assignment agreement is attached as Exhibit D to this disclosure document. Our approval of the lease is subject to our receipt of the lease assignment agreement without modification or negotiation, signed by you and the landlord. If you or the landlord request that we consider any modifications to the lease assignment agreement, and we agree to do so, we may also require you to reimburse us all expenses that we incur (including attorneys' fees) in connection with the review of the lease assignment agreement. We may reject any request for modifications to the lease assignment agreement for any reason. We estimate this review may cost up to $2,500, depending on the extent of the changes to the lease assignment agreement requested. This reimbursement is not refundable under any circumstances.

Except as described above, neither the initial franchise fee, the multi-unit rights fee, nor any other fee described in this Item is refundable under any circumstances and is deemed fully earned by us upon payment. In 2023, we collected initial franchise fees of between $31,000 and $49,000.

ITEM 6

OTHER FEES[1, 2]

Type of Fee	Amount	Due Date	Remarks
Fees You Will Pay Us			
Royalty Fee	6% of Gross Sales[3]	On the first business day after the 15th day of the following month	Transmitted via electronic funds transfer.[4]
Marketing Fund[5]	The greater of (i) 2% of Gross Sales or (ii) $500[6]	On the first business day after the 15th day of the following month	Transmitted via electronic funds transfer. See Item 11.

Type of Fee	Amount	Due Date	Remarks
National Convention Fee	Currently, $375 for you (or the Managing Owner) and $275 for an additional manager	As billed by us	We will charge you a fee for attending the National Convention. You (or your Managing Owner) must attend the National Convention annually, and one additional manager of the Franchised Business may attend. You are responsible for all costs and expenses for travel, lodging and meals for your attendees.
Technology Fee	Currently, $150 per month	On the first business day after the 15th day of the following month	We charge you a technology fee for ongoing subscription, maintenance and support of various technology systems, platforms and resources. We periodically may increase the technology fee upon 30 days' notice to you.
Email Fee	Currently, a one-time fee of $60 per email address issued to you beyond the first 3 email addresses	As incurred	
Fees We Charge Based On Your Request or Need			
Transfer Fee – Franchise Agreement	An amount equal to two-thirds of our then-current initial franchise fee (currently, $32,667)	Upon approval of assignment	Payable only if you or your owners engage in a "transfer" as defined in the Franchise Agreement.
Transfer Fee – MUFA	$2,500 multiplied by the number of unexecuted Franchise Agreements remaining on the Development Schedule	Upon approval of assignment	Payable only if you or your owners engage in an "assignment" as defined in the MUFA.
Local Advertising Cooperative ("LAC") contribution	An amount determined by the members of the LAC, which we currently anticipate will not exceed 2% of Gross Sales[7]	On the first business day after the 15th day of the following month	A majority of the members of the LAC may approve a higher contribution rate. If there is an LAC in your area, LAC contributions will be transmitted via electronic funds and credited to your Local Expenditures.[8] See Item 11.
Renewal – Franchise Agreement	An amount equal to two-thirds of our then-current initial franchise fee (currently, $32,667)	Upon signing of renewal Franchise Agreement	See note 9.

Type of Fee	Amount	Due Date	Remarks
Training Fee	Currently, $5,000	As billed by us	If you are an entity and designate a new Managing Owner after the Franchised Business has commenced operation, the new Managing Owner will need to complete the initial training program to our satisfaction and you will be required to pay the training fee.
Additional Training/On-Site Assistance	$500 per day for our personnel plus lodging and meals estimated at $100 to $200 per day	After the CENTRAL BARK facility opens	See Item 11.
Operating Procedure Review and Inspection	$100 per hour	Immediately upon demand	If you ask us to use any operating procedure that does not strictly comply with System Standards, we may, at your expense, review materials and/or inspect the Franchised Business.
Supplier and Product Testing Fee	Application fee (currently $250)	As incurred	We may charge you a fee for evaluating a new supplier or new products that you propose to use.
Mystery Shopper Fee	Approximately $200, but subject to change	Immediately upon 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 make a purchase, ask questions, or seek customer service) and evaluate the services received at the Franchised Business
Fees We Charge Only Under Certain Circumstances			
Insurance	Reimbursement of actual costs and premiums incurred to obtain insurance	As incurred	If you fail to obtain or maintain the minimum required insurance, we may maintain the insurance on your behalf and you will be required to reimburse us.
Unauthorized Advertising Fee	Currently $500, but subject to change	Immediately upon demand	This fee is payable to the Marketing Fund if you use unapproved or disapproved advertising or promotional materials.
Interest	Maximum permitted by law or 1.5% per month	From date payment is due until paid in full	See note 10.

Type of Fee	Amount	Due Date	Remarks
Indemnification	Actual losses and expenses	From date payment is due until paid in full	Indemnify and hold us harmless with respect to losses and expenses arising out of your act.
Late Payments	$250 for each financial report that is past due	Immediately upon demand	Payable if you fail to submit financial reports when due
Audit	Actual cost of audit plus interest on overdue amount	Immediately upon demand	See note 11.
Costs and Attorneys' Fees	Actual costs and fees	Immediately upon demand	The prevailing party in any legal proceeding is entitled to reimbursement of costs and attorneys' fees under the Franchise Agreement or the MUFA.
Liquidated Damages	Will vary under the circumstances	As incurred	If the Franchise Agreement is terminated because of your (or any of your owner's) default or by you without cause, you will pay us the then net present value of Royalty Fees, Marketing Fund contributions, and LAC contributions that would have become due from the date of termination to the scheduled expiration date of the Franchise Agreement. See note 12.

Note 1: All fees are payable to us except as otherwise indicated.

Note 2: All fees are non-refundable and are uniformly imposed and collected.

Note 3: The term "Gross Sales" means the total revenues for all services rendered and for the sale of all merchandise including, but not limited to, sales from the CENTRAL BARK facility, kiosk, cart, vending machines, catalogues, cable television, any Online Presence (as defined in Item 11), or mail order, sold to or for your customers whether for cash or credit, after deducting credits for return, repair or replacement goods, all allowances expressly granted to such customers (such as trade and quantity discounts), excise taxes, sales and/or use and equivalent taxes paid by you, provided that such credits and taxes shall first have been included in the computation of Gross Sales for the same or prior periods. Any gift certificate and/or gift card payments shall be included in Gross Sales in accordance with our then-current guidelines for calculating Gross Sales; provided that such gift card and/or gift certificate payments shall only be included in Gross Sales, at our option, as either (i) the gross amount of such payments when such gift certificates or gift cards are redeemed from the Franchised Business or (ii) the face value of such gift certificates or gift cards at the time of the sale of such gift card or gift certificate and not upon redemption.

Note 4: You must remit Royalty Fees, advertising fund contributions, LAC contributions and any other amounts due to us via electronic funds transfer or other similar means. On or before the 10th day of the month, you must report to us, by electronic means, your true and correct Gross Sales for the immediately preceding month. You authorize us for direct debits from your business bank operating account. You must authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of Royalty Fees, advertising fund contributions, LAC contributions, any other amounts payable under the Franchise Agreement, and any interest charges. You must make the funds available to us for withdrawal by electronic transfer no later than the first business day following the 15th day of the month. In the event we are notified that the draft was returned for insufficient funds, we will immediately notify you; and, if sufficient funds are not available 3 business days after notification, interest will begin to accrue at the rate provided for in the Franchise Agreement, and the failure to have funds available will be considered an act of default under the Franchise Agreement. The amount transferred from your accounts will be based upon the Gross Sales indicated by your reports to us. If you have not reported the Gross Sales to us for any reporting period as required, then we will be authorized to debit your account in an amount equal to the fees transferred from your account for the last reporting period for which a report of Gross Sales was provided to us. If, at any time, we determine that you have under-reported the Gross Sales, or underpaid Royalty Fees, advertising fund contributions, LAC contributions or other amounts, we will be authorized to initiate immediately a debit to your account in the appropriate amount, plus interest as provided for in the Franchise Agreement. Any overpayment will be credited to your account through a credit effective as of the first reporting date after you and we determine that a credit is due.

Note 5: We may suspend contributions to and operations of the Fund (defined in Item 11) for 1 or more periods, and may terminate the Fund, upon 30 days' prior written notice to you. We will spend all remaining contributions prior to termination of the Fund. We will have the right to reinstate the Fund upon the same terms and conditions in the Franchise Agreement upon 30 days' prior written notice to you. (See Item 11)

Note 6: If you did not spend at least 2% of your annual Gross Sales on local advertising and promotion, then within 100 days after the close of your fiscal year you will also be required to pay the difference between 2% of your annual Gross Sales and the amount you spent on local advertising and promotion into the Fund, in addition to the monthly payments that must be made to the Fund.

Note 7: You will pay the LAC contribution to us and we will remit it to the LAC. Each CENTRAL BARK facility contributing to a particular LAC (including those owned by us or our affiliates) will have 1 vote on matters involving the activities of the LAC.

Note 8: After your initial opening period, you must spend 2% of your Gross Sales each year to advertise and promote your CENTRAL BARK facility. Amounts contributed to the LAC will be credited to your required minimum local advertising expenditure. (See Item 11)

Note 9: You are not granted any rights to renew the MUFA, subject to state law.

Note 10: We may assess interest at a rate up to the maximum rate allowed by law in any payments due us which are not timely paid by you from the date payment is due until paid in full. In the absence of a maximum interest rate permitted by law, the rate shall be 1.5% per month.

Note 11: We have the right to audit all your books and records at any time. If the audit shows that the amount of Gross Sales for any period exceeds the amount reported by you, then the total amount of the fees payable on account of the deficiency is immediately due together with interest at the maximum rate then permitted by law with commercial transactions. In addition, if the amount of the deficiency exceeds 2% of the Gross Sales reported by you, you must pay all costs and expenses incurred by us in connection with the audit and collection of the deficiency including, all accountants' and attorneys' fees as well as the amount of the deficiency.

Note 12: For this purpose, Royalty Fees, Marketing Fund contributions and LAC contributions shall be calculated based on Gross Sales of the CENTRAL BARK facility for the 12 months preceding the termination date. In the event the CENTRAL BARK facility has not operated at least 12 months preceding the termination date, Royalty Fees, Marketing Fund contributions and LAC contributions will be calculated based on the average monthly Gross Sales of all CENTRAL BARK facilities during the fiscal year immediately preceding the termination date.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Payable	To Whom Payment is to be Made
Initial Franchise Fee (1)	$49,000	Lump sum	On signing the Franchise Agreement	Us
Leasehold Improvements (2)	$280,000 – $575,000	Progress payments to contractors	Prior to opening	Contractors
Architectural Fee	$15,000 –$25,000	As incurred	Prior to Opening	Architectural Firm
Equipment, Fixtures (3)	$55,000 – $130,000	By agreement with vendors	Prior to opening	Vendors
Store Signage	$6,500 – $12,000	As incurred	Prior to opening	Supplier
Security Deposits (4)	$5,000 – $10,000	Lump sum	Prior to opening	Landlord, utilities, insurance
Opening Inventory (5)	$3,000 – $8,000	Lump sum	Prior to opening	Suppliers
Initial Launch Advertising (6)	$26,000	As incurred	90 days prior to opening to 180 days after opening	Us, Various Media, PR Vendors
Pre-Opening Promotional Package (7)	$3,500 – $6,500	As incurred	As incurred	Suppliers
Pre-Opening Training travel and lodging expense (8)	$2,000 – $5,000	As incurred	Prior to opening	Employees, Suppliers
Training Materials	$1,500	Lump Sum	Prior to opening	Vendors
Misc. (legal, permits) (9)	$5,000 – $10,000	As incurred	Prior to opening	Attorneys, local gov't

Type of Expenditure	Amount	Method of Payment	When Payable	To Whom Payment is to be Made
Supplies	$13,974 – $24,974	As incurred	Prior to opening	Vendors
Insurance	$3,000 – $8,000	As incurred	Prior to opening	Vendors
Computer Hardware and Software (10)	$5,000 – $8,000	As incurred	By agreement with supplier	Suppliers and Designated Supplier
Microsite Fees (11)	$4,000	Lump Sum	As incurred	Supplier
Lease Assignment Agreement Review Fee	$0 - $2,500	As incurred	As incurred	Us
Rent (12)	$5,000 – $8,000	Lump Sum	Prior to opening	Landlord
Additional Funds (3 mos.) (13)	$40,000 – $110,000	As incurred	Prior to opening to first 3 months	Contingency may be paid to various vendors
Vehicle	$0 – $22,000	As incurred	By agreement with supplier	Supplier
TOTAL	**$522,474 – $1,045,474**			
Multi-Franchise Totals	If you purchase a Multi-2 Franchise under the MUFA, you will incur all the costs listed above for each Central Bark Business you open except that the Initial Franchise Fee will total $80,000 and allow you to open up to two Central Bark Businesses. If you were to open a Multi-2 Franchise to operate two Central Bark Businesses, using the same estimated initial expenses above, we estimate this total cost to range between $1,049,948 and $2,099,948. If you purchase a Multi-3 Franchise under the MUFA, you will incur all the costs listed above for each Central Bark Business you open except that the Initial Franchise Fee will total $111,000 and allow you to open up to three Central Bark Businesses. If you were to open a Multi-3 Franchise to operate three Central Bark Businesses, using the same estimated initial expenses above, we estimate this total cost to range between $1,572,422 and $3,154,422. If you purchase a Multi-4 Franchise under the MUFA, you will incur all the costs listed above for each Central Bark Business you open except that the Initial Franchise Fee will total $142,000 and allow you to open up to four Central Bark Businesses. If you were to open a Multi-4 Franchise to operate four Central Bark Businesses, using the same estimated initial expenses above, we estimate this total cost to range between $2,094,896 and $4,208,896. If you purchase a Multi-5 Franchise under the MUFA, you will incur all the costs listed above for each Central Bark Business you open except that the Initial Franchise Fee will total $173,000 and allow you to open up to five Central Bark Businesses. If you were to open a Multi-5 Franchise to operate five Central Bark Businesses, using the same estimated initial expenses above, we estimate this total cost to range between $2,617,370 and $5,263,370.			

Unless specifically negotiated with vendor or specified in the footnotes, fees are not refundable.

NOTES:

1. As described in Item 5, the standard initial franchise fee is $49,000. If you sign a MUFA, the initial franchise fee for each Franchise Agreement after the first Franchise Agreement is $31,000. A portion of the initial franchise fee is refundable in certain circumstances. (See Item 5)

2. Leasehold improvements will vary depending upon the size of the premises, location, material cost, labor cost, amount of the leasehold improvements provided by the landlord, if any, and other economic factors.

3. Equipment and fixtures may vary based upon the size and design of your CENTRAL BARK facility.

4. The estimate includes deposits which may be refundable to you at a later time. In most cases, your lease will require you to pay electric, gas, water and other utilities directly; however, some landlords cover some utility charges through Common Area Maintenance fees or operating fees.

5. You will need an opening inventory. The approximate estimated cost is based upon the size of your CENTRAL BARK facility. Higher inventories will be required for larger facilities.

6. Promotion costs may vary due to the type of media you choose to use. Costs vary by location as well. Public relations event costs will also vary by type of event and location.

7. You must purchase a pre-opening promotional package consisting, at a minimum, of an event signage kit, stationery, collateral and branded promotional items that you will use to promote your CENTRAL BARK facility during the period before opening your franchised business. The low end of the range is the minimum you will spend.

8. The estimate includes payroll for time spent by employees for training. Your payroll expense may vary depending on a variety of factors, including the prevailing minimum wage rate in your jurisdiction. It also includes travel and living expenses (such as lodging and meals) for attendees of the initial training program.

9. The estimate includes attorneys' fees and local government permits.

10. See Item 11 for additional information about the required purchases for computer hardware and software.

11. This estimate includes development of your microsite and search engine optimization for six months.

12. Rent will vary depending on the size of the premises, location, and other economic factors. The typical size of a CENTRAL BARK facility is 5,000 to 7,500 square feet, plus adjoining outside space.

13. This is an estimate only of the range of initial start-up expenses you may incur during the first 3 months of operation. We estimate that, in general, you can expect to put additional cash into the business during at least the first year of operations and sometimes longer.

We have relied on our affiliates' and officers' over 25 years of experience in this business to compile these estimates and on information we have obtained from our franchisees. You should review these figures carefully with a business advisor before making a decision to purchase the

franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing will depend on factors such as availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. The estimate provided does not include any financing charges, taxes, interest or debt service obligations.

YOUR ESTIMATED INITIAL INVESTMENT
(Multi-Unit Franchise Agreement)

Type of Expenditure	Amount	Method of Payment	When Payable	To Whom Payment is to be Made
Multi-Unit Rights Fee (1)	$5,000 - $20,000	Lump sum	On signing the Multi-Unit Franchise Agreement	Us
Additional Funds (3 months) (2)	$0	Not applicable	Not applicable	Not applicable
TOTAL (3)	**$5,000 - $20,000**			

Explanatory Notes

(1) The actual amount of the Multi-Unit Rights Fee will depend on the number of CENTRAL BARK facilities you agree to develop, as the Multi-Unit Rights Fee is equal to $5,000 times the number of CENTRAL BARK facilities you agree to open, less one. For example, if you agree to open 2 CENTRAL BARK facilities, the Multi-Unit Rights Fee would be $5,000; if you agree to open 5 CENTRAL BARK facilities, the Multi-Unit Rights Fee would be $20,000. This fee is non-refundable.

(2) We estimate that you will not require any additional funds for the first three months of operating your development business. However, you will incur fees and expenses in opening each CENTRAL BARK facility you commit to develop under the MUFA. Those additional funds are reflected in the table above for the initial investment necessary to commence operation of a CENTRAL BARK facility.

(3) This investment is in addition to the fees and expenses you will incur in opening each CENTRAL BARK facility you commit to develop under the MUFA. You are required to sign your 1st Franchise Agreement when you sign the MUFA, so see the preceding chart for an explanation of the estimated investment associated with that agreement. We do not offer financing directly or indirectly for any part of the initial investment.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Neither we nor any of our affiliates is currently an approved supplier of services, supplies, equipment, inventory, or real estate relating to the establishment or operation of the Franchised Business. However, us and our affiliates may be the designated or an approved supplier in the

future. If you purchase any products or services from us, we will derive revenue from your purchase. During the fiscal year ended December 31, 2023, neither we, BVI, nor any of our or its affiliates derived any revenue from purchases by franchisees of products or services.

We own all information relating to clients such as client names, addresses, telephone numbers, e-mail addresses, buying habits, preferences, demographic information and related information ("Client Information").

You must purchase or lease certain equipment, fixtures, supplies, products, goods, and services required for the operation of a CENTRAL BARK facility either from suppliers designated or approved by us or from suppliers selected by you and approved in writing by us, such as a point-of-sale system, web-based client management and scheduling software, web-based accounting software, signs, search engine optimization, business forms, promotional items, private label clothing, advertising materials, website design services and online marketing. A list of the products and services that you can, or will be required to, purchase from approved and designated suppliers will be listed in our Operating Manual (defined below), which may be periodically updated. We may opt to collect fees due from you to an approved or designated supplier as part of the technology fee and remit payment to the supplier on your behalf. We require your purchases to be made from approved and designated vendors, but do not unreasonably withhold approval for any vendors who provide goods, services, supplies, equipment, inventory, computer hardware and software, relating to the operation of the Franchised Business. We may require you to discontinue the use or sale of any product or item which in our opinion does not meet our standards of quality.

If you would like to purchase items from another supplier, you may request to do so, but not until one year after the Franchised Business opens for business. You must submit your request to us in writing along with 3 samples from the proposed supplier for testing. We may charge an application fee (currently, $250) to approve proposed suppliers. We will evaluate requests to change suppliers once per quarter, and you must submit your request, samples and application fee to us by the end of the quarter in order for us to evaluate your request. We will notify you in writing of the approval or rejection of the proposed supplier before the next quarter. In order to make such determination, us and our affiliates may investigate the proposed supplier and require that samples from the proposed supplier be delivered for testing before approval and use. We and our affiliates may, for any reason whatsoever at our or their sole discretion, elect to withhold approval of the supplier. We are likely to reject your request for a new supplier without conducting any investigation if us or our affiliates already have designated an exclusive supplier for the goods and/or services proposed to be offered by the new supplier. us or our affiliates may from time to time inspect any supplier's facilities and products to ensure proper production, processing, storing, and transportation of goods and services to be purchased from the supplier by you. Permission for such inspection will be a condition of the continued approval of the supplier. We do not provide material benefits to you based on your use of designated or approved sources.

We currently require you to purchase or lease a desktop computer with screen and point-of-sale system ("POS system"); a laptop with required software and an external USB drive; a color multi-function device (printer, fax, scanner), a color monitor, and back-up system; and high speed internet service. You must also purchase 1 electronic cash drawer that is compatible with the approved POS system, 1 bar code scanner, 1 receipt printer, 1 touch screen flat panel monitor with magnetic card reader, and an iPad or equivalent tablet for the front desk POS system, all of which

must be compatible with the required hardware and software. You must obtain the POS system and web-based client management and scheduling software from our designated vendor. Finally, we require you to obtain QuickBooks Online.

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You are required to maintain in force, at your sole expense, comprehensive general liability insurance in respect to the Franchised Business providing coverage with a combined single occurrence limit of not less than $2,000,000, and an aggregate limit of not less than $2,000,000; business interruption and extra expense coverage for 12 months (actual loss sustained limit); hired and non-owned automobile coverage with a single occurrence limit of not less than $1,000,000; animal bailee coverage for any 1 animal with a limit of not less than $50,000 covering on-premises and in-transit; and pet groomers professional liability insurance in an amount of not less than $50,000. You must carry property insurance to keep the premises and its contents insured against loss or damage by fire and such other risks covered in the Standard Extended Coverage Endorsement in an amount not less than 100% of the full replacement cost of such assets. All insurance policies shall be issued by one or more insurance carriers acceptable to us. We may reasonably increase the minimum liability protection requirement and require at any time, on reasonable prior notice to you, different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product, or motor vehicle liability litigation or other relevant changes in circumstances. All liability coverage insurance policies must name us as an additional insured, using a form of endorsement that We have approved. All insurance policies must contain a waiver of the insurance company's right of subrogation against us and provide that we will receive 30 days' prior written notice of the termination, expiration or cancellation of any such policy.

We may negotiate purchase arrangements with suppliers (including price terms) for the benefit of the franchisees and we have the right to receive payments from suppliers based on franchisee purchases. Currently we do not have any purchase arrangements in place. During the fiscal year ended December 31, 2023, neither we nor any of our affiliates received revenue from suppliers based on franchisee purchases of products or services.

We have established, and may establish standards and specifications for equipment, fixtures, furnishings, signs, supplies, exterior and interior constructions, indoor and outdoor signs, displays, promotional materials, hours of operation, and other items bearing our trade names, slogans, and logos, as referenced in our Confidential Operations Manual (the “Operating Manual”) which is supplied to all franchisees and which may be changed by us.

You may not install or use any equipment, fixtures, furnishings, or other items in connection with your Franchised Business which fall below or deviate from the standards and specifications as we may direct in writing.

All labels, bags, containers, and paper goods must meet our specifications and bear our proprietary marks with appropriate trademark notices and be in a form, color, and substance as we require in the Operating Manual.

We estimate that 75% of your total purchases and leases to establish your CENTRAL BARK facility and 75% used in the operation of your CENTRAL BARK facility are subject to our specifications.

There are no purchasing or distribution cooperatives in existence.

Some of our officers own an interest in us and BVI. Otherwise, none of our officers own any interest in any approved supplier.

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 Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Franchise Agreement (FA) Sect. III. MUFA – Article 2, Sect. 6.1	Items 7 and 11
b. Pre-opening purchases/leases	FA Sect. III./V. MUFA – Sect. 6.1	Items 7 and 8
c. Site development and other pre-opening requirements	FA Sect. III./V. MUFA – Article 2	Items 7, 8 and 11
d. Initial and ongoing training	FA Sect. V./X. MUFA – Article 5	Items 6, 7 and 11
e. Opening	FA Sect. III./V. MUFA – Not Applicable	Item 11
f. Fees	FA Sect. I./VI./XII. MUFA – Article 4	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	FA Sect. VII./IX./X. MUFA – Not Applicable	Items 8 and 11
h. Trademarks and proprietary information	FA Sect. IV. MUFA – Not Applicable	Items 13 and 14

Obligation	Section in Franchise Agreement	Disclosure Document Item
i. Restrictions on products/services offered	FA Sect. X. MUFA – Not Applicable	Items 8, 11 and 16
j. Warranty and customer service requirements	FA Sect. X. MUFA – Not Applicable	Item 11
k. Territorial development and sales quotas	FA Sect. I. MUFA – Article 2	Item 12
l. Ongoing product/service purchases	FA Sect. X. MUFA – Not Applicable	Item 8 and 11
m. Maintenance, appearance and remodeling requirements	FA Sect. III./X. MUFA – Not Applicable	Item 7, 8, and 11
n. Insurance	FA Sect. X. MUFA – Not Applicable	Items 6, 7 and 8
o. Advertising	FA Sect. VI. MUFA – Not Applicable	Items 6, 7, and 11
p. Indemnification	FA Sect. XIII. Lease Assignment Agreement (LAA) Sec. 7 MUFA – Sect. 10.2	Item 6
q. Owners participation/ management/staffing	FA Sect. V./X. MUFA – Not Applicable	Items 11 and 15
r. Records and reports	FA Sect. IX. MUFA – Sect. 2.4	Item 6 and 11
s. Inspections and audits	FA Sect. IX./X. MUFA – Not Applicable	Items 6 and 11
t. Transfer	FA Sect. XVIII. MUFA – Article 7	Item 6 and 17
u. Renewal	FA Sect. II. MUFA – Not Applicable	Items 6 and 17

Obligation	Section in Franchise Agreement	Disclosure Document Item
v. Post-termination obligations	FA Sect. XVI. LAA Sect. 5 MUFA – Sect. 9.2	Item 17
w. Non-competition covenants	FA Sect. XIV./XVI. MUFA – Sect. 8.1	Item 17
x. Dispute resolution	FA Sect. XXX. MUFA – Sect. 10.16	Item 17

ITEM 10

FINANCING

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

ITEM 11

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

Except as listed below, we are not required to provide you with any assistance.

Our Pre-Opening Obligations – Franchise Agreement:

Before you open the CENTRAL BARK facility, we or our affiliates will provide the following assistance:

1. You are solely responsible for selecting the Location and signing a lease for the Location within 120 days after you sign the Franchise Agreement. In general, you will lease the site for your Location from a third party and not from us. If you are unable to acquire a site acceptable to us and open the Franchised Business within 300 days after you sign the Franchise Agreement, or during any extended period agreed to by us and you, we may at any time terminate the Franchise Agreement. (Franchise Agreement – Section XV.A.(9)) The Location must be approved by us. Factors to be considered in selecting a site include zoning, accessibility, traffic patterns, character of neighborhood, competition from other canine care facilities, kennels, boarding services, grooming services, training services, and retail outlets within the area, the proximity to other businesses and CENTRAL BARK facilities, the nature of other business in proximity to the site and premises and other commercial characteristics, and the size, appearance and other physical characteristics of the site and premises. You may be required, as a condition to our approval, to submit to us site analysis, maps, customer counts, completed checklists, photographs, copies of proposed leases, diagrams of the premises with measurements and further informational materials as we may reasonably require to evaluate your proposed location and We may conduct on-site

inspection of the proposed location (at our sole cost and expense). After review of the above information, we will approve or disapprove of your Location within a reasonable amount of time, not to exceed 30 days following our receipt of all requested information. Your Location should be 5,000 to 7,500 square feet, with adjoining outside space. The final lease agreement cannot be executed without the our prior written approval.

2. We will supply you with prototype plans and specifications which will reflect all requirements for dimensions, exterior design, interior design and layout, image, building materials, fixtures, equipment, furniture, signs and decor. You must ensure your premises complies with all required building, utility, sign, health, sanitation, business and other permits and licenses required to operate the Franchised Business. (Franchise Agreement - Section III.D.)

3. We will provide you with advice and guidance in preparing to open the Franchised Business, including standards and procedures for obtaining inventory and supplies, providing approved services, advertising and promoting the business and operating the business. (Franchise Agreement – Section V.C. and V.D.)

4. We will provide initial training for you or your Managing Owner (as defined below). We will also provide opening assistance. (See description below) (Franchise Agreement – Section V)

5. We will provide you with the use of the Operating Manual and other manuals and training aids we designate, as we may revised them. (Franchise Agreement – Section VII.)

Our Obligations to Franchisees During the Operation of the Franchised Business – Franchise Agreement

After the opening of your Franchised Business, we will provide you with the following assistance:

1. We will advise you of operating problems of the Franchised Business disclosed by reports submitted to or inspections we make. Operating assistance may include advice and guidance with respect to: (1) methods, standards and operating procedures utilized by a CENTRAL BARK facility; (2) products and services authorized for sale by a CENTRAL BARK facility; (3) selecting, purchasing, and displaying inventory; (4) advertising and promotional programs; and (5) administrative, bookkeeping, accounting, inventory control, sales and general operating procedures for the Franchised Business. (Franchise Agreement – Section V.D.)

2. Guidance is furnished in the form of our Operating Manual, bulletins, or other written materials, telephonic consultations and/or consultations at our offices or at your Location in connection with an inspection of the Franchised Business. (Franchise Agreement – Section V.D.)

3. We will administer a marketing fund. (Franchise Agreement – Section VI.A.)

4. We will maintain a Website to advertise, market and promote CENTRAL BARK facilities. (Franchise Agreement – Section VI.D.)

5. We may periodically set a maximum or minimum price that you charge for products and services offered by your CENTRAL BARK facility, though we are not obligated to do so. We also

may require you to comply with an advertising policy which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. (Franchise Agreement – Section X.I.)

Marketing Programs.

Marketing Fund

You must pay a monthly marketing fee in an amount equal to the greater of (i) 2% of the Gross Sales of your Franchised Business or (ii) $500 into a marketing fund (the "Fund"). We use the Fund for the creation and development of advertising, marketing, media placement and public relations programs, website development and maintenance, research and relative activities that we deem necessary and/or appropriate to advertise or promote CENTRAL BARK facilities. The Fund contributions are payable together with and for the same period, as the Royalty Fee due under the Franchise Agreement.

The Fund may be used to pay various costs and expenses, including preparing and producing video, audio and written advertising materials; interest on borrowed funds; reasonable salaries and expenses of employees of ours working for or on behalf of the Fund; or on advertising, marketing, public relation materials, programs or activities or promotions for the benefit of the Fund; website development and maintenance; administering online advertising and marketing campaigns (including search engine, social media, email, and display ad campaigns); developing and administering software, apps, and related integrations; and our administrative costs and overhead, incurred in activities originally intended for the administration and activities of the Fund. The Fund will furnish you with reasonable quantities of marketing, advertising and promotional formats and materials at the same cost, terms and conditions that materials are furnished to other franchised CENTRAL BARK facilities. We may use Fund contributions from the franchise system to place advertising in national or local media, as applicable, including print, radio, or television. Currently, we produce most marketing and advertising materials in-house, though we may opt to use an outside advertising agency to create and place advertising either locally or nationally.

We may spend in any fiscal year, an amount greater or less than the aggregate contribution of all CENTRAL BARK facilities to the Fund in that year. The Fund may borrow from us or other lenders to cover deficits of the Fund or cause the Fund to invest a surplus for future use by the Fund. It is anticipated and it is our intention that all contributions to the Fund are spent for advertising and promotional purposes during the fiscal year in which the contributions are made. Any funds not expended in the fiscal year contributed shall be applied and used for Fund expenses in the following year.

During the fiscal year ended December 31, 2023, the Fund spent 3.1% on production, 10.1% on website development and maintenance, 47.7% on administrative expenses, 27.6% on media placement and 11.5% on other expenses (including 8.8% on public relations and 2.7% on other miscellaneous expenses).

We assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the Fund. The Fund is intended to maximize the general public recognition and acceptance of the Marks for the benefit of the franchise system, patronage of

CENTRAL BARK facilities and the CENTRAL BARK brand generally, and that us and our designee make no representation and undertake no obligation in administering the Fund to make the expenditures for you, which are equivalent or proportionate to your contribution, or to insure that any particular franchisee benefits directly or pro rata from the Fund.

The Fund will not be our asset. The Fund will be accounted for separately from our other funds. The Fund is not a trust. We do not owe any fiduciary obligations to you for administering the Fund for any reason. The Fund will not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead as we may incur in activities related to administration of the Fund. An unaudited statement of monies collected and costs incurred by the Fund will be prepared annually by us and a copy of the statement will be furnished to you upon written request. We will not use any portion of the Fund principally for solicitation of franchisees. Our company-owned and/or affiliate-owned stores may not make contributions to the Fund on the same basis as the contributions required of franchisees. There are also franchisees who contribute on a different basis.

Initial Launch Advertising

You must deposit with us a grand opening deposit of $26,000 for use in connection with your initial launch advertising during the period commencing 90 days before and ending 180 days after the opening of the Franchised Business. We will administer payments from the grand opening deposit to our approved vendors and service providers in connection with your initial launch advertising expenses, such as digital marketing (Google AdWords, Google display ads and retargeting), social media (Facebook and Instagram ads), television, radio and print media (newspaper, magazines, billboards, classified directories, posters, and direct mail), development of your microsite, search engine optimization from our designated vendor for six months, a licensing fee for demographics software from the designated vendor, a grand opening event, and a public relations vendor. If your initial launch advertising expenses exceed the grand opening deposit, you will be solely responsible for the payment of such expenses. If, for any reason, applicable state law does not permit us to collect the grand opening deposit, then you must spend at least $26,000 on initial launch advertising during the period set forth above.

Local Expenditures

After this period, you must spend an amount equal to at least 2% of your annual Gross Sales. Expenditures will be made directly by you, subject to our approval. You must submit to us, within 90 days after the close of your fiscal year, an accurate accounting of the previous year's expenditures on local advertising and promotion. If you did not spend at least 2% of your annual Gross Sales on local advertising and promotion, then within 100 days after the close of your fiscal year you will be required to pay the difference between 2% of your annual Gross Sales and the amount you spent on local advertising and promotion into the Fund. Advertising and marketing expenditures must include amounts expended for advertising media such as television, radio, newspaper, billboards, magazines, classified directories, posters, direct mail, collateral, promotional and novelty items, digital media, advertising and promotional expenses required under the lease for the Franchised Business, advertising in public vehicles and the cost of producing approved materials necessary to participate in these media. We may require you to use certain designated suppliers (which may be us or our affiliate) to prepare local advertising and

promotional materials. Samples of all local advertising and promotional materials not prepared or previously approved by us must be submitted to us for our approval.

Local Advertising Cooperative

We or our affiliates or designees may establish a local advertising cooperative ("LAC") in geographical areas in which 2 or more CENTRAL BARK facilities are operating. The LAC will be organized and governed by written documents in a form and manner, and begin operating on a date, that we determine in advance. Such written documents will be available for participating franchisee review. We may change, dissolve and merge LACs. Each LAC's purpose is, with our approval, to administer advertising programs and develop advertising, marketing and promotional materials for the area that the LAC covers. If, as of the time you sign the Franchise Agreement, we have established an LAC for the geographic area in which your CENTRAL BARK facility is located, or if we establish an LAC in that area during the Franchise Agreement's term, you must sign the documents we require to become a member of the LAC and to participate in the LAC and contribute your share to such cooperative program as those documents require. The LAC contribution amount will be determined by the members of the LAC, which we currently anticipate will not exceed 2% of Gross Sales; however, a majority of the members of the LAC can approve a higher contribution rate. Your LAC contribution will be credited to your Local Advertising Expenditure described above and may be capped based on the provisions of the by-laws adopted by the LAC, subject to our approval. You will pay the LAC contribution electronically and we will remit such contributions periodically to the LAC. CENTRAL BARK facilities owned by us or our affiliates will contribute to the appropriate LAC on the same percentage basis as franchisees.

Each CENTRAL BARK facility contributing to the LAC's area will have 1 vote on matters involving the activities of the LAC. The LAC may not use any advertising, marketing or promotional plans or materials without our prior written consent. Subject to our approval, the LAC will have discretion over the creative concepts, materials and endorsements used by it. The LAC contributions may be used to pay the costs of preparing and producing video, audio and written advertising and direct sales materials for CENTRAL BARK facilities in the LAC's area; purchasing direct mail and other media advertising for CENTRAL BARK facilities in the LAC's area; implementing direct sales programs; and employing marketing, advertising and public relations firms to assist with the development and administration of marketing programs for CENTRAL BARK facilities in the LAC's area.

The monies collected by us on behalf of a LAC will be accounted for separately by us and will not be used to defray any of its general operating expenses. You must submit to us and the LAC any reports that we or the LAC requires. Each LAC must prepare financial statements annually, which will be subject to review by participating franchisees. Your CENTRAL BARK facility may not benefit directly or in proportion to its contribution to the LAC from the development and placement of advertising and the development of marketing materials. LACs for CENTRAL BARK facilities will be developed separately, and no cooperative will be intended to benefit the others. We will have the right, but not the obligation, to use collection agents and to institute legal proceedings to collect amounts owed to the LAC on behalf of and at the expense of the LAC and to forgive, waive, settle and compromise all claims by or against the LAC.

Franchise System Website

We have established a Website to advertise, market and promote CENTRAL BARK facilities, the products and services that they offer and sell, and/or CENTRAL BARK franchise opportunity (the "Franchise System Website"). Currently, we will provide you with a microsite on the Franchise System Website but are not obligated to continuously do so. So long as we provide you with a microsite, you must, among other things, pay us or our designated or approved third-party vendors' then-current initial fees (currently, you must pay a $1,500 fee to a designated vendor for the development of the microsite, and $2,500 to a different third-party vendor for the first six months' search engine optimization) and monthly maintenance fee for the microsite, if any.

You may not develop, maintain, or authorize any Website, domain name, email address, social media account, username, other online presence or any electronic medium of any kind ("Online Presence") that mentions or describes you or the Franchised Business or displays any of the Marks other than in accordance with our then-current social media policy, which we may modify periodically. If you are permitted to develop a website, you must maintain a privacy policy for such website that complies with all applicable laws, System Standards, and other requirements We may prescribe in writing.

Advertising Council

We have an advisory council, the National Franchise Advisory Board ("NFAB"). The NFAB was created by us. Potential members of NFAB are nominated by our franchisees and then elected by the franchisees and/or appointed by us. NFAB serves in an advisory capacity only and does not have operational or decision-making power. We have the power to change or dissolve the NFAB in our sole discretion.

Computer Systems. We currently require you to purchase or lease the following hardware and software: desktop computer with screen and point-of-sale system ("POS system"); a laptop with required software and an external USB drive; a color multi-function device (printer, fax, scanner), a color monitor, and back-up system; and high speed internet service. You must also purchase 1 electronic cash drawer that is compatible with the approved POS system, 1 bar code scanner, 1 receipt printer, 1 touch screen flat panel monitor with magnetic card reader, and an iPad or equivalent tablet for the front desk POS system, all of which must be compatible with the required hardware and software. We do not currently have independent access to the information and data collected on the electronic cash drawer, but may have such access in the future. Additionally, we may require Franchisee to give our designated vendors access to franchisee's computer system on our behalf. We estimate that the total cost of the computer hardware and software listed above is approximately $4,000.

You also must obtain the POS system and web-based client management and scheduling software from our designated vendor, currently Gingr. Currently, Gingr charges a monthly subscription fee of $139 per month (or, if you pay on an annual basis, they currently charge a discounted rate of $125 per month) for use of the POS system and web-based client management and scheduling software. These fees are subject to change by Gingr.

Additionally, you must obtain QuickBooks Online, which currently has a monthly subscription fee of $50, and Microsoft Office 365, which currently has an estimated annual subscription fee of $99, but may be higher depending on the options you choose. These fees are subject to change by the applicable third party vendor.

We require that you use in the development and operation of the Franchised Business only the approved POS system, approved web-based client management and scheduling software, and those brands, types, makes and/or models of computer hardware which We may specify or require for the computer system. (See Item 8) During the term of the Franchise Agreement, we may require you to obtain specified computer hardware and/or software. There are no contractual limitations on our right to require you to incur costs to purchase, update, lease and/or license new or modified computer hardware and/or software, and to obtain service and support for the computer system during the term of the Franchise Agreement.

Within 120 days after you receive notice from us, you must obtain the components of the computer system which we designate and require. We are not obligated to provide you with any ongoing maintenance, repairs, updates, upgrades or support services related to the computer system.

We require you to pay a monthly technology fee, currently in the amount of $150 per month ("Technology Fee"), for ongoing subscription, maintenance and support of various technology systems, platforms and resources. You must pay the Technology Fee at the times, and in the manner, we designate. We may increase the Technology Fee upon 30 days' notice to you.

Confidential Operations Manual: Table of Contents	**Number of Pages**
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Opening of Franchised Business. The typical length of time between the signing of your Franchise Agreement and the opening of your business varies according to the circumstances involved. Factors that may affect the time period between your signing the Franchise Agreement and opening the Franchised Business include, but are not limited to the following: finding a suitable location, negotiating lease terms, obtaining permits and licenses, build-out and renovations, securing financing, staff recruitment and training, and ordering and obtaining necessary fixtures, furniture, and equipment. You may not open the Franchised Business without

our prior written approval. You must complete all required development and open the Franchised Business for business within 300 days after the date you sign the Franchise Agreement, or we will have the right to terminate the Franchise Agreement.

Training. Before you open your CENTRAL BARK facility, you (or, if you are a corporation, partnership, or limited liability company, an individual with at least 51% ownership interest and voting power in you and who will have the authority of a chief executive officer (the "Managing Owner") must attend, and complete to our satisfaction, a 10 day training program on the operation of the Franchised Business in Franklin, Wisconsin, or any other place we designate, or virtually, at our determination. You (or your Managing Owner) must complete all phases of the initial training program to our satisfaction and must participate in all other activities required to open the Franchised Business. We have the right to determine the duration of and curriculum of the training program. You also may send managers or other key personnel to the initial training program. If such individuals have not signed the Franchise Agreement or Owner's Guaranty and Assumption of Obligations, they will be required to sign our then current form of confidentiality agreement. If you send additional persons to the initial training program, you must pay our then current per diem fees (currently, $500). You will be solely responsible for the compensation, travel, lodging and living expenses which you (or your Managing Owner) and your employees incur in connection with the initial training program or any supplemental or refresher training programs.

We also provide you (or your Managing Owner) with opening assistance for a period of 5 days, typically commencing at least 2 days prior to the scheduled opening of your Franchised Business. This assistance includes providing you with 1 member of our operational staff or store personnel to assist you during your first day of operation. We will provide you with this staff at your own expense. If you need additional assistance after the expiration of the 5-day period and provided our personnel are available for extended training, you must pay us $500 per day plus the cost of lodging and meals of our personnel for the period of time after the initial 5-day opening training period. If you are opening your Franchised Business under the third or subsequent Franchise Agreement signed pursuant to a MUFA, we will not offer, and you will not be required to complete, the initial training.

After the opening of your Franchised Business, we will provide training (subject to reasonable limitations we prescribe as to frequency and time) to any new manager of your Franchised Business. We will have the right to charge you reasonable fees for this training (currently $500 per day).

Unless you (or your Managing Owner) inform us that you (or your Managing Owner) do not feel completely trained in the operation of your Franchised Business, and if you (or your Managing Owner) complete all phases of the initial training program to our satisfaction, we will consider you (or your Managing Owner) sufficiently trained in the operation of your Franchised Business.

If, during the initial training program, we determine that you (or your Managing Owner) are unable to complete training to our satisfaction, we may terminate the Franchise Agreement. If we terminate the Franchise Agreement, provided that you have signed all releases, waivers or other documents that We may require, we will refund $10,000 of your initial franchise fee. If we terminate the Franchise Agreement, you will be bound by the terms and the covenant not to compete contained in Section XVI.D of the Franchise Agreement. In addition, we will have the

right, but not the obligation, to exercise the collateral assignment of your lease for the premises within 20 days after receiving all written agreements relating to the lease, and/or premises, including copies of all permits and licenses and any other documents that we request. If we exercise this option to take the collateral assignment of your lease, we will reimburse you for all reasonable out-of-pocket costs for developing the premises.

The initial training program is scheduled by advance written notice to you, and is provided on an as needed basis. We aim to schedule the initial training program as close to a franchisee's opening of its CENTRAL BARK facility as possible, but require only that it be completed prior to opening. As of the date of this Disclosure Document, we provided the following initial training:

TRAINING PROGRAM

Subject[1, 2]	Hours of Classroom Training[3]	Hours of On Job Training	Location
Corporate Mission and Structure	2 hours	1.5 hours	Franklin, Wisconsin or other location we designate
Running the Facility Day Care Retail Operations Sleepovers Grooming Training Canine Cab	17 hours	10.5 hours	Franklin, Wisconsin or other location we designate
Dog Handling Core Philosophy Behavior Assessments Day to Day Handling/Management	8 hours	26 hours	Franklin, Wisconsin or other location we designate
Customer Service Service Delivery Requirements Scripts and Methodology	2 hours	1 hour	Franklin, Wisconsin or other location we designate
Human Resources Recruitment and Retention HR Paperwork/Documentation Employee Training	1.5 hours	0 hours	Franklin, Wisconsin or other location we designate

Subject[1, 2]	Hours of Classroom Training[3]	Hours of On Job Training	Location
Marketing Grand Opening Branding / Public Relations Advertising Campaign Marketing 101 Research Training Marketing Plan Sales Funnel Training Social Media Marketing Operations Manual Dress Code	16 hours	0 hours	Franklin, Wisconsin or other location we designate
Computer System Software	1.5 hours	3 hours	Franklin, Wisconsin or other location we designate
Accounting and Financial General Information Mandatory Reporting	0 hours	2 hours	Franklin, Wisconsin or other location we designate
Emergencies Dog Employee Weather Building	1.5 hours	0 hours	Franklin, Wisconsin or other location we designate
Totals	**49.5 hours**	**44 hours**	

1/ Teresa Baker and/or Athena Olsen will supervise our training program. Carla Dusel and Karen Landwehr will also serve as one of the training instructors. Ms. Baker has 12 years of experience in the canine care business and has 12 years of experience with us and our predecessor BVI. Ms. Olsen has 16 years of experience in the canine care business (including with franchisees of BVI) and has over 6 years of experience with us and our predecessor BVI. Ms. Dusel has 15 years of experience in the canine care business and 4 years of experience with us and our predecessor BVI. Ms. Landwehr has over 14 years of experience in the canine care business and over 14 years of experience with us and our predecessor BVI.

2/ Our instruction materials consist of training videos, a training-specific website and related documents, and our Operating Manual.

3/ A portion of the classroom training may be completed remotely online.

We also may offer additional or refresher training courses and require you (or your Managing Owner) and other employees to attend these courses, including courses and programs provided by third-parties we designate. These courses may be conducted at our headquarters or at any other locations selected by us, or virtually, in our determination, and will be offered at the times we

designate. You must pay all costs and expenses you and your employees incur when attending the training courses, including, without limitation, costs of travel, living expenses, and wages.

ITEM 12

TERRITORY

Franchise Agreement:

During the term of the franchise, we will not, so long as the Franchise Agreement is in force and effect, and you are not in default under any of the terms of the Franchise Agreement, operate or grant a franchise for the operation of any other CENTRAL BARK facility within a designated area around the Location (the "Designated Area"). The Designated Area shall be determined by us and will contain approximately 20,000 households, and will be defined by a specified radius from the Location, or zip codes, county or city boundaries, or fixed geographical boundaries such as rivers or highways, and will be identified on a map attached to the Franchise Agreement. If you have not identified the Location prior to signing the Franchise Agreement, then the Designated Area will be determined after you have selected a site and signed a lease approved by us. Rights to your Designated Area do not depend on your achieving certain sales volume or other conditions.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We may:

(1) operate and grant others the right to operate, other CENTRAL BARK facilities anywhere outside the Designated Area;

(2) operate and grant to others the right to operate a canine care facility offering day care, boarding services, grooming services, training, and a specialty retail boutique for dogs using any trademark or service mark (other than the Marks) at any location (including the Designated Area) and on such terms and conditions as we deem appropriate;

(3) sell the products authorized for CENTRAL BARK facilities under the Marks, or under other trademarks and service marks, through similar or dissimilar channels of distribution and on such terms and conditions as we deem appropriate;

(4) solicit orders by means of a catalogue, direct mail, mail order, cable television sales, internet, or other means within or outside your Designated Area;

(5) acquire or be acquired (whether through an acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services the same as or similar to those provided at CENTRAL BARK facilities, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Designated Area; and

(6) engage in any activities not expressly prohibited under the Franchise Agreement.

We are not required to pay you if it exercises any of the rights specified above inside or outside your Designated Area.

You must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert your best efforts to promote and enhance the Franchised Business and not engage in any other business or activity that may conflict with your obligations under the Franchise Agreement. You may not solicit orders by means of a catalogue, direct mail, mail order, cable television sales, internet, or other means, without our written consent. You will operate the Franchised Business only at the site approved by us. You may not relocate or operate the Franchised Business at any other site, except as specified in the Franchise Agreement, without our prior written consent, which we will not unreasonably withhold. If you submit a request to relocate the Franchised Business, the new site will be subject to our approval in the same manner and in accordance with Section III of the Franchise Agreement and will be subject to a timetable to which we and you agree upon.

You do not have an option, right of first refusal, or similar right to acquire additional franchises within your Designated Area or contiguous areas. We do not operate, franchise, or have present plans to operate or franchise a business under a different trademark selling goods or services similar to those offered by you. However, we are not required to pay you if we exercise this right or any of the rights specified above inside or outside your Designated Area.

Multi-Unit Franchise Agreement

You will not receive an exclusive territory under the MUFA. You may face competition from other franchisees, from outlets that we or our affiliates own, or from other channels of distribution or competitive brands that we control.

However, while you are in compliance with the MUFA and each of your Franchise Agreements, we will not establish or license others to establish a CENTRAL BARK facility within your Multi-Unit Territory during the term of the MUFA, except as described below. You are not required to achieve certain sales volume, market penetration, or other contingencies in order to maintain your exclusivity for the Multi-Unit Territory, but your failure to comply with the Development Schedule will be a material breach of the MUFA, which may result in our terminating the MUFA.

The MUFA grants you the right to acquire franchises to develop, own and operate CENTRAL BARK facilities within the designated "Multi-Unit Territory" that will be described in Addendum 1 attached to the MUFA. The Multi-Unit Territory may be defined by zip codes, county or city boundaries, or fixed geographical boundaries such as rivers or highways, and will be identified on a map attached to the MUFA. We will determine the size and configuration of the Multi-Unit Territory we will offer to you, but we and you will mutually agree on the size and configuration of the Multi-Unit Territory prior to the execution of the MUFA. We determine the size and construction of the Multi-Unit Territory based on multiple factors, including demographics, traffic patterns, competition, your capacity to recruit and provide services in the Multi-Unit Territory, and our assessment of potential site availability, among other economic and market factors. When the MUFA expires or is terminated, the area protection conferred by the MUFA terminates. Your right to use the CENTRAL BARK franchise system will be limited to those Franchised Businesses

operating under Franchise Agreements you may have entered into before the expiration or termination of the MUFA.

We and our affiliates retain the right to:

(1) use, and to license other persons to use, the Marks and CENTRAL BARK system for the operation of CENTRAL BARK facilities at any location other than in the Multi-unit Territory;

(2) use, license and franchise the use of trademarks or service marks other than the Marks, whether in alternative channels of distribution or otherwise, at any location, including a location or locations inside of the Multi-unit Territory, in association with operations that are different from CENTRAL BARK facilities;

(3) offer, and license others to offer the products authorized for CENTRAL BARK facilities under the Marks, or under other trademarks and service marks, through similar or dissimilar channels of distribution and on such terms and conditions as we deem appropriate;

(4) maintain any websites utilizing a domain name incorporating the Marks or derivatives;

(5) establish, operate and allow others to establish and operate businesses that may offer products and services which are identical or similar to the products and services offered by CENTRAL BARK facilities, under trade names, trademarks, service marks and commercial symbols which are different from the Marks at any location (including in the Multi-unit Territory);

(6) operate or grant any third party the right to operate any CENTRAL BARK facility that we or our designee acquires as a result of the exercise of a right of first refusal or purchase right, including inside the Multi-unit Territory;

(7) acquire, merge, or combine with businesses that are the same as or similar to CENTRAL BARK facilities and operate such businesses regardless of where such businesses are located, including inside the Multi-unit Territory, and to be acquired by any third party which operates businesses that are the same as, or similar to, CENTRAL BARK facilities, regardless of where such businesses are located, including inside the Multi-unit Territory; and

(8) engage in any activities not expressly prohibited under the MUFA.

We are not required to pay you if we exercise any of the rights specified above inside or outside of your Multi-Unit Territory.

You may not engage in any promotional or similar activities, directly or indirectly, through or on the Internet, catalog sales, telemarketing or other direct marketing campaigns, without our consent.

The Multi-Unit Development Agreement does not give you any options, rights of first refusal, or similar rights to acquire additional franchises.

ITEM 13

TRADEMARKS

Under the Franchise Agreement, you are granted the right to operate under the Marks for the operation of the Franchised Business.

The following principal Marks are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
CENTRAL BARK	2,573,057	May 28, 2002
	3,043,863	January 17, 2006
	6,179,924	October 20, 2020

BV IP also has applied to register the following Mark on the Principal Register of the USPTO:

Mark	Serial Number	Application Date
	97,355,463	April 9, 2022

We do not have a federal registration for this principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

The Marks are owned by our affiliate BV IP. All required affidavits and renewals have been filed for these Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, and the trademark administrator of any State or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation involving the principal trademarks.

We and BV IP have entered into an Intellectual Property License Agreement effective as of March 31, 2022 (the "License Agreement"), in which BV IP granted a non-exclusive license to us to use and sublicense the use of the Marks. The License Agreement has a 99-year term, and may be terminated immediately upon a breach by us of a material term of the License Agreement, by either party upon 30 days' written notice, and without notice upon our bankruptcy or insolvency. Your rights to use the Marks under the Franchise Agreement will not be affected by the termination of the License Agreement.

Except for the License Agreement, no agreements limit our right to use or license the use of the Marks.

We will protect you against any claims of infringement or unfair competition brought against you and arising out of the use of the Marks and will defend you in any legal action arising therefrom provided you have promptly notified us in writing of the facts of the claim or challenge, and provided you have used the Marks in strict accordance with the provisions of the Franchise Agreement.

We and BV IP have the exclusive right to control or settle any legal actions or proceedings. we and BV IP may prosecute or defend any other actions or proceeding necessary or desirable for the protection of our trade names, logos, or future service marks and you agree not to contest our or BV IP's right, title, or interest in the Marks. If it becomes advisable at any time our discretion to substitute names or marks, you are obligated to do so at your expense. We and BV IP have no obligation to reimburse you for any expenses incurred to modify, discontinue or adopt additional or substitute names, service marks, logos or symbols.

Dogs Are Us, Inc., located at 710 Village Center Drive, Colorado Springs, Colorado, is currently doing business as Central Bark Dog Day Care. BVI and Dogs Are Us, Inc. entered into an agreement prohibiting Dogs Are Us, Inc.'s use of the trademark "CENTRAL BARK" outside of the Colorado Springs, Colorado metropolitan area.

We do not know of any infringing uses that could materially affect your use of the Marks.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise, nor have we filed any patent applications that are material to the franchise. We presently have proprietary rights in numerous items such as advertising designs and the like relating to the operation of our CENTRAL BARK facilities, which are suitable for copyright protection. We reserve all rights we have in those items.

Under the Franchise Agreement, we provide you one copy of the Operating Manual, on loan, at or before the time when you begin your initial training course. We have not filed an application for registration of our copyright in the Operating Manual, but we claim a copyright and treat the information in the Operating Manual as confidential trade secrets. You must promptly tell us when you learn about unauthorized use of this proprietary information.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your CENTRAL BARK facility must be managed by you or your Managing Owner (if you are an entity). You must hire all employees of your CENTRAL BARK facility, be responsible for the terms of their employment and compensation and must implement an employee training program that complies with our requirements. You must always maintain a staff of trained employees sufficient in number to operate your CENTRAL BARK facility so that it complies with our standards.

We require you, and if you are corporation, joint venture, limited liability company or partnership, any owner with a 20% or more interest in you to sign the Owner's Guaranty and Assumption of Obligations (which is attached to the Franchise Agreement) personally assuming and agreeing to perform all of your obligations and to be bound by the terms of the Franchise Agreement. The spouse of each owner will also be required to consent in writing to his or her spouse's execution of the Owner's Guaranty and Assumption of Obligations, which will serve to bind the assets of the marital estate to the guarantor's performance of the Owner's Guaranty and Assumption of Obligations.

The Franchised Business must always be under your direct, on premises supervision (or the Managing Owner) who must devote full time, energy and best efforts, to the management and operation of the Franchised Business and to maintain any and all applicable state, local or other registrations or licenses. You (or your Managing Owner) must complete all phases of the initial training to our satisfaction and must participate in all activities required to open the Franchised

Business. We may require you to obtain non-disclosure and non-competition agreements with employees who have access to confidential information.

If you and your affiliates own two or more CENTRAL BARK facilities, you may hire a designated manager to devote their full time to oversee the day-to-day operation of the Franchised Business. We must approve a designated manager subject to their satisfaction of our conditions, including but not limited to their completion of the initial training program and execution of a confidentiality agreement. A designated manager is not required to have an ownership interest in you.

If your Managing Owner ceases to own at least a 51% ownership interest in you, you must identify a new Managing Owner within 30 days of the change in ownership and submit the identity of the new Managing Owner to us for our review and approval. If you appoint a new Managing Owner after you begin operating the Franchised Business, the new Managing Owner must complete the initial training program within 30 days after the date of appointment. You must keep us informed at all times of the identity of the Managing Owner.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer all products and services that we designate as required for all franchisees. We may require you to remove products which we believe to be inconsistent with the system image. You are not restricted in the customers to whom you may sell approved products or services.

You must operate the Franchised Business in strict conformity with all System Standards, whether provided in the Operating Manual or otherwise in writing by us. You must use the Location only for the operation of the Franchised Business and may not operate any other business at or from the location without our prior written consent. You must participate in all gift card, loyalty, coupon, and discount programs as we require.

We may change or designate additional required or optional services. There are no limits on our right to do so.

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 agreement, multi-unit franchise agreement, or other agreement	Summary
a. Length of the term	Franchise Agreement (FA) - II.A. MUFA – 3.1	10 years Varies. The MUFA expires on the earlier of the signing of the last Franchise Agreement required to be executed under the agreement or the date by which the last Franchise Agreement is required to be executed as set forth on the Development Schedule.
b. Renewal or extension of the term	FA - II.B. MUFA – N/A	If you are in full compliance, you may acquire renewal franchises on our then-current terms (which may be materially different from existing terms) for an additional 10 year term. N/A
c. Requirements for franchisee to renew or extend	FA - II.B. MUFA – N/A	Give us timely notice; maintain possession of your Franchised Business or find acceptable substitute premises; remodel your Franchised Business according to our then-current standards (regardless of cost); pay renewal fee; and sign new franchise agreement and other documents we use to grant franchises. If you seek to renew your franchise at the expiration of the initial term, you will be required to sign a new franchise agreement that contains terms materially different from those in your previous franchise agreement, such as different fee requirements. N/A
d. Termination by franchisee	FA – N/A MUFA – N/A	You may terminate the Franchise Agreement on any grounds available by law. You may terminate the MUFA on any grounds available by law.
e. Termination by franchisor without cause	FA – N/A MUFA – N/A	We may not terminate the Franchise Agreement without cause. We may not terminate the MUFA without cause.
f. Termination by franchisor with cause	FA - XV.	We may terminate only if you or your owners commit one of several violations. We may not terminate the

Provision	Section in franchise agreement, multi-unit franchise agreement, or other agreement	Summary
	MUFA – Article 9	Franchise Agreement based on the termination of the MUFA. We may terminate only if you or your owners commit one of several violations. We may terminate the MUFA based on the termination of a Franchise Agreement.
g. "Cause" defined – curable defaults	FA – XV. MUFA – 9.1	Under Franchise Agreement, you have 30 days to cure operational defaults and other defaults not listed in (h) below Under MUFA, you have 30 days to cure operational defaults and other defaults not listed in (h) below
h. "Cause" defined – non-curable defaults	FA - XV. MUFA – 9.1(b)	Non-curable defaults under Franchise Agreement include: bankruptcy; assignment for the benefit of creditors, abandonment; failure to complete training; engaging in conduct likely to adversely affect reputation or impair goodwill of Marks; conviction of a felony; arrested or under the influence of drugs or alcohol while supervising the premises of the Franchised Business; unapproved transfer of control of Franchised Business; material misrepresentations or omissions; failure to select site and sign lease for Franchised Business within 120 days; failure to open for business within 300 days; failure to maintain possession of Franchised Business; unauthorized transfer of Franchised Business; unauthorized use or disclosure of the Operating Manual; understating Gross Sales; monetary defaults; repeated violations (even if cured); failure to comply with other agreements with us or our affiliates and do not correct such failure within the applicable cure period, if any; and failure to pay any third-party, including the lessor of the Location, any amounts owed in connection with the CENTRAL BARK facility when due. Non-curable defaults under MUFA include: assignment or attempted assignment without our consent; failure to satisfy the Development Obligation within each Development Period; failure to pay us or our affiliates any amounts when due, which failure is

Provision	Section in franchise agreement, multi-unit franchise agreement, or other agreement	Summary
		not cured within ten days of notice to you; opening a CENTRAL BARK facility except as permitted under the MUFA; breach of non-competition or confidentiality obligations; repeated violations (even if cured); bankruptcy or assignment for the benefit of creditors; failure to comply with other agreements with us or our affiliates and do not correct such failure within the applicable cure period, if any.
i. Franchisee's obligations on termination/non-renewal	FA - XVI.	Obligations include: payment of amounts due; payment of liquidated damages, if applicable; cease operating the business; cease all use of the Marks; cease identifying yourself as a franchisee and cancel any assumed name containing any of the Marks; cease using and return confidential information; return to us all items containing the Marks; assign telephone and other numbers and all Online Presences to us or our designee; complete de-identification; and comply with covenant not to compete.
	MUFA – Article 8, Section 9.2	Return all proprietary information; comply with post-term obligations regarding confidentiality and noncompetition
j. Assignment of contract by franchisor	FA - XVIII.A.	No restriction on our right to assign; We may assign without your approval.
	MUFA – 7.1	No restriction on our right to assign; We may assign without your approval.
k. "Transfer" by franchisee – defined	FA - XVIII.B.	Includes transfer of Franchise Agreement sale of Franchised Business' assets, transfer of ownership interest (in one transaction or a series of transaction) in you or your owners resulting in at least a 20% change in ownership interest of you
	MUFA – 7.3(a), 7.3(e)	Includes transfer of MUFA, sale of Developer's business assets, transfer of ownership interest (in one transaction or a series of transaction) in you or your owners resulting in at least a 20% change in ownership interest of you

Provision	Section in franchise agreement, multi-unit franchise agreement, or other agreement	Summary
l. Franchisor approval of transfer by franchisee	FA - XVIII.B. MUFA -7.3(b)	No transfer without our prior written consent No transfer without our prior written consent
m. Conditions for franchisor approval of transfer	FA - XVIII.C. MUFA – 7.3(c)	New franchisee qualifies; you provide us 90 days prior written notice; you pay us, our affiliates, and third party vendors all amounts due and submit all required reports; transferee agrees to complete training; transferee signs then-current franchise agreement (which terms may materially differ from the Franchise Agreement), guarantees, and other documents; you pay transfer fee; you or transferee pay additional training fee (if required); we approve purchase price and payment terms; you subordinate amounts due to you; you and your owners sign non-competes and general release (subject to state law); you agree not to identify yourself as our franchisee; lease transferred; you use our designated broker, if required, and pay broker's fees and expenses; transferee agrees to upgrade and remodel; you provide us with closing documents and all other information we request about the proposed transfer. You and any guarantors are in compliance with your or their obligations; your or the proposed assignee provide us all information and documents it requests regarding the proposed assignment, the proposed assignee, and its owners; you provide us with executed versions of all relevant documents to effect the assignment; if you or the transferor offer the assignee financing, all of assignee's obligations under the financing must be subordinate to assignee's obligations to pay all amounts due us, our affiliates, and third-party vendors; you and your owners sign non-competes and general release (subject to state law); you pay all amounts due to us, our affiliates, and third-party vendors; you and your owners have not violated any term of the MUFA or any other agreement during the 60 day period before your request and through the effective date of the assignment; the assignee signs our then-current form of multi-unit franchise agreement and related

Provision	Section in franchise agreement, multi-unit franchise agreement, or other agreement	Summary
		documents; you or the transferee pays the assignment fee; the assignment is not made separate from the assignment of all franchise agreements under the MUFA
n. Franchisor's right of first refusal to acquire franchisee's business	FA - XVIII.G. MUFA – 7.3(d)	We can match any offer for the franchise business We can match any offer for the franchise business
o. Franchisor's option to purchase franchisee's business	FA - XVI.E. MUFA – N/A	We may buy your Franchised Business, after the Franchise Agreement is terminated or expires (without renewal) N/A
p. Death or disability of franchisee	FA - XVIII.E. MUFA – 9.1(b)(i)	Assignment of franchise or an ownership interest in you to approved party within 6 months Assignment of development obligations or an ownership interest in you to approved party within 60 days
q. Non-competition covenants during the term of the franchise	FA - XIV.A. MUFA - 8.1	No diverting business; no appropriating the System Standards for use in other business endeavors; no ownership interest in, or performing services for, or leasing premises to, competitive businesses anywhere ("competitive business" means any business operating, or granting franchises or licenses to others to operate, (i) a facility offering day care, boarding, grooming, or training for canines, or any other related canine services, or (ii) a retail facility whose gross receipts from the sale of canine related products represent, at any time, at least 10% of the business' total gross receipts) No diverting business; no appropriating the System Standards for use in other business endeavors; no ownership interest in, or performing services for, or leasing premises to, competitive businesses anywhere ("competitive business" means any business operating, or granting franchises or licenses to others to operate, (i) a facility offering day care, boarding, grooming, or training for canines, or any other related canine services, or (ii) a retail facility whose gross receipts from the sale of canine related products represent, at

Provision	Section in franchise agreement, multi-unit franchise agreement, or other agreement	Summary
		any time, at least 10% of the business' total gross receipts)
r. Non-competition covenants after the franchise is terminated or expires	FA - XVI.D. MUFA - 8.1	No direct or indirect ownership interest in, or performing services for, or leasing premises to, or diverting business to, competing businesses for 2 years at your Franchised Business, within 10 mile radius of your Franchised Business or 10 mile radius of any CENTRAL BARK facility (same restrictions apply after transfer) No direct or indirect ownership interest in, or performing services for, or leasing premises to, or diverting business to, competing businesses for 2 years within the Multi-Unit Territory or within a 10 mile radius of any CENTRAL BARK facility (same restrictions apply after transfer)
s. Modification of the agreement	FA - XXV. MUFA – 10.12	No modifications except in writing, but We may change Operating Manual No modifications except in writing
t. Integration/merger clause	FA - XXV. MUFA – 10.12	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises might not be enforceable. However, nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in the Disclosure Document. Only the terms of the MUFA are binding (subject to state law). Any other promises might not be enforceable. However, nothing in the MUFA or any related agreement is intended to disclaim our representations made in the Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA - XXX. and MUFA – 10.16	We and you must arbitrate all disputes at a location within 50 miles of our or, as applicable, its successor's or assign's then-current principal place of business (currently Oakland Park, Florida) (subject to state law)
v. Choice of forum	FA - XXVIII. and	Subject to arbitration requirement, litigation generally must be in courts nearest our or, as applicable, its successor's or assign's then-current principal place of

Provision	Section in franchise agreement, multi-unit franchise agreement, or other agreement	Summary
	MUFA -10.8	business (currently Oakland Park, Florida) (subject to state law)
w. Choice of law	FA - XXVII. and MUFA – 10.7	Except for U.S. Federal Arbitration Act and other federal laws in the U.S., laws of the State of Florida (subject to state law)

Applicable state law might require additional disclosures related to the information in this Item 17. These additional disclosures, if any, appear in Exhibit J.

ITEM 18

PUBLIC FIGURES

We do not use any public figures 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 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.

A. Average Gross Sales – CENTRAL BARK Facilities

This Section A includes information regarding Gross Sales of CENTRAL BARK facilities during our 2023 fiscal year, which began on January 1, 2023 and ended on December 31, 2023. As of the fiscal year beginning on January 1, 2023 there were 35 franchised CENTRAL BARK facilities open and operating and are included in the data below (the "Sales Group").

Methodology: The results shown in this Section A reflect the historical Gross Sales and EBITDA of each of the CENTRL BARK facilities included in the Sales Group. Gross Sales are determined in the same manner you will determine your CENTRAL BARK facility's Gross Sales under your Franchise Agreement for purposes of calculating royalties and other fees that are based on your CENTRAL BARK facility's Gross Sales.

The Franchise Agreement defines "Gross Sales" as the total revenues for all services rendered and for the sale of all merchandise including, but not limited to, sales from the CENTRAL BARK facility, kiosk, cart, vending machines, catalogues, cable television, any Online Presence (as defined in Item 11), or mail order, sold to or for your customers whether for cash or credit, after deducting credits for return, repair or replacement goods, all allowances expressly granted to such customers (such as trade and quantity discounts), excise taxes, sales and/or use and equivalent taxes paid by you, provided that such credits and taxes shall first have been included in the computation of Gross Sales for the same or prior periods. Any gift certificate and/or gift card payments shall be included in Gross Sales in accordance with our then-current guidelines for calculating Gross Sales; provided that such gift card and/or gift certificate payments shall only be included in Gross Sales, at our option, as either (i) the gross amount of such payments when such gift certificates or gift cards are redeemed from the Franchised Business or (ii) the face value of such gift certificates or gift cards at the time of the sale of such gift card or gift certificate and not upon redemption.

Results:

Using the information and methodology described above we provide the following information:

Gross Sales of Sales Group During 2023 Fiscal Year

	Gross Sales
Average	$767,776
CENTRAL BARK facilities ("facilities") exceeding Average	16 (46%)
High	$1,094,861
Median	$733,841
Low	$464,863

Range of Average Gross Sales of Sales Group During 2023 Fiscal Year, by Tercile

	Top Tercile		**Middle Tercile**		**Low Tercile**	
	Low	**High**	**Low**	**High**	**Low**	**High**
Gross Sales	$926,075	$1,480,971	$635,756	$922,427	$208,014	$630,067

1. The top tercile for the 2023 Sales Group includes 11 CENTRAL BARK facilities. The median Gross Sales for the top tercile of the 2023 Sales Group was $1,094,861. Five of eleven (or 45.5%) CENTRAL BARK facilities met or exceeded the average Gross Sales.

2. The middle tercile for the 2023 Sales Group includes 12 CENTRAL BARK facilities. The median Gross Sales for the middle tercile of the 2023 Sales Group was $733,841. Six of twelve (or 50%) CENTRAL BARK facilities met or exceeded the average Gross Sales.

3. The low tercile for the 2023 Sales Group includes 12 CENTRAL BARK facilities. The median Gross Sales for the low tercile of the 2023 Sales Group was $464,863. Six of twelve (or 50 %) CENTRAL BARK facilities met or exceeded the average Gross Sales.

B. Average Profit – CENTRAL BARK Facilities

This Section B includes information regarding average Profit of the Sales Group during the 2023 fiscal year. The Sales Group and fiscal year is defined in the same manner as Section A above.

Methodology: The results shown in this Section B reflect the historical Profit of the Sales Group for the 2023 fiscal year. For purposes of this Section B, "Profit" means the Adjusted EBITDA of each CENTRAL BARK facility. Adjusted EBITDA is calculated as follows: the earnings before interest, income taxes, depreciation, and amortization of each CENTRAL BARK facility as a percentage of Gross Sales, as reported to us by our franchisees.

Results:

Using the information and methodology described above, we provide the following information:

Profit of Sales Group During 2023 Fiscal Year

	EBITDA
Average	$110,991
CENTRAL BARK facilities ("facilities") exceeding Average	19 (54%)
High	$215,772
Median	$114,643
Low	$16,657

Average Profit of Sales Group During 2023 Fiscal Year, by Tercile[1]

	Top Tercile	**Middle Tercile**	**Low Tercile**
Sales Group	25.78% [2]	15.72% [3]	5.17% [4]

1. The Top Tercile, Middle Tercile, and Low Tercile in this chart are comprised of the same CENTRAL BARK facilities that make up the Top Tercile, Middle Tercile, and Low Tercile groups in the Average Gross Sales of the Sales Group during the 2023 fiscal year, by Tercile chart in Section A of this Item 19.

2. The top tercile for the 2023 Sales Group includes 11 CENTRAL BARK facilities. The median Profit for the top tercile of the 2023 Sales Group was $215,772. 6 of 11 (or 55%) CENTRAL BARK facilities met or exceeded the average Profit.

3. The middle tercile for the 2023 Sales Group includes 12 CENTRAL BARK facilities. The median Profit for the middle tercile of the 2023 Sales Group was $114,643. 5 of 12 (or 42 %) CENTRAL BARK facilities met or exceeded the average Profit.

4. The low tercile for the 2023 Sales Group includes 12 CENTRAL BARK facilities. The median Profit for the low tercile of the 2023 Sales Group was $16,657. 8 of 12 (or 75 %) CENTRAL BARK facilities met or exceeded the average Profit.

*****

We will provide written substantiation for these financial performance representations to prospective franchisees upon reasonable request. The Gross Sales, revenue and expense data presented above is based on information reported to us by franchisees.

Some CENTRAL BARK facilities have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representation, we do 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 receive any other financial performance information or projection of your future income, you should report it to our management by contacting Jacqueline Jordan at (866) 398-1349, P.O. Box 14217, west Allis, Wisconsin 53214; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEMWIDE FACILITY SUMMARY FOR YEARS 2021 to 2023[1]

Outlet Type	Year	Facilities at the Start of the Year	Facilities at the End of the Year	Net Change
Franchised	2021	31	33	+2
	2022	33	35	+2
	2023	35	38	+3
Company-Owned[2]	2021	1	0	-1
	2022	0	0	0
	2023	0	0	0
Total Outlets	**2021**	**32**	**33**	**+1**
	2022	**33**	**35**	**+2**
	2023	**35**	**38**	**+3**

1/ The above figures are as of December 31st of each year.

2/ In November 2022, following NSF Bark's acquisition of a majority ownership in BVI, the entity operating the company-owned location signed a franchise agreement and became a franchised location but is still owned and operated by Chris Gaba, an officer of ours.

TABLE NO. 2

TRANSFERS OF FACILITIES FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 2021 to 2023[1]

State	Year	Number of Transfers
Florida	2021	0
	2022	1
	2023	1
Illinois	2021	1
	2022	0
	2023	0
Ohio	2021	0
	2022	1
	2023	0
Texas	2021	0
	2022	1
	2023	0
Wisconsin	2021	4
	2022	0
	2023	2
Total	**2021**	**5**
	2022	**3**
	2023	**3**

1/ The numbers in this table are as of December 31st of each year.

TABLE NO. 3

STATUS OF FRANCHISED FACILITIES FOR YEARS 2021 to 2023[1]

State	Year	Facilities at Start of Year	Facilities Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Facilities at End of Year
Florida	2021	4	1[2]	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Georgia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1

State	Year	Facilities at Start of Year	Facilities Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Facilities at End of Year
Illinois	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Maryland	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Minnesota	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New York	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
North Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Oregon	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Pennsylvania	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Texas	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Wisconsin	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	0	15

State	Year	Facilities at Start of Year	Facilities Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Facilities at End of Year
Totals	**2021**	**31**	**2**	**0**	**0**	**0**	**0**	**33**
	2022	**33**	**2**	**0**	**0**	**0**	**0**	**35**
	2023	**35**	**3**	**0**	**0**	**0**	**0**	**38**

1/ The figures above are as of December 31st of each year.

2/ In November 2022, following NSF Bark's acquisition of a majority ownership in BVI, the entity operating the company-owned location signed a franchise agreement and became a franchised location but is still owned and operated by Chris Gaba, an officer of ours.

TABLE NO. 4

STATUS OF COMPANY-OWNED FACILITIES
FOR YEARS 2021 to 2023[1]

State	Year	Facilities at Start of Year	Facilities Opened	Facilities Reacquired from Franchisee	Facilities Closed	Facilities Sold to Franchisee	Facilities at End of Year
Florida	2021	1	0	0	0	1[2]	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	**2021**	**1**	**0**	**0**	**0**	**1**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**

1/ The above figures are as of December 31st of each year.

2/ In November 2022, following NSF Bark's acquisition of a majority ownership in BVI, the entity operating the company-owned location signed a franchise agreement and became a franchised location but is still owned and operated by Chris Gaba, an officer of ours.

TABLE NO. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, 2023 FOR 2024

State	Franchise Agreements Signed But Facility Not Opened	Projected New Facilities in the Next Fiscal Year	Projected New Company-Owned Facilities in the Next Fiscal Year
Arizona	1	1	0
Connecticut	3	2	0
Florida	3	2	0
Illinois	3	2	0
Nevada	3	1	0
New Jersey	3	2	0
New York	6	3	0
North Carolina	1	1	0
Texas	1	1	0
Totals	**24**	**15**	**0**

Exhibit F is a list of names, addresses and telephone numbers of our franchisees as of December 31, 2023. Exhibit F also includes a list of the names, cities, states and telephone numbers (or, if unknown, the last known home telephone numbers) of each franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, current and former franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us and the CENTRAL BARK franchise system. You may wish to speak with current and former franchisees but be aware that not all of those franchisees will be able to communicate with you.

We have created an advisory council, the "National Franchise Advisory Board" or "NFAB," comprised of franchisee representatives. The NFAB can be reached at:

National Franchise Advisory Board
c/o Barkley Ventures Franchising, LLC
a Delaware limited liability company
3699 N. Dixie Hwy.
Oakland Park, Florida 33334
Phone: (866) 799-BARK

The following independent franchisee organization has asked to be included in this disclosure document:

Barkley Franchisee Association (BFA)
c/o American Association of Franchisees & Dealers
276 Hazard Ave, Suite 11
Enfield, CT 06082
Phone: 619.290.3775
Email:BFA@aafdchapters.org

ITEM 21

FINANCIAL STATEMENTS

Attached as Exhibit E is our audited financial statements for fiscal year end December 31, 2023. We are also attaching non-audited financial statements dated April 30, 2024. We have not been in business for three years or more, so it cannot include the historical financial statements required by the FTC Rule. Our fiscal year end is December 31.

ITEM 22

CONTRACTS

Attached are copies of the following agreements relating to the offer of the franchise:

Exhibit B	Franchise Agreement
Exhibit C	Multi-Unit Franchise Agreement
Exhibit D	Lease Assignment Agreement
Exhibit G	Representations and Acknowledgment Statement
Exhibit H	Form of Consent to Transfer
Exhibit I	Form of General Release
Exhibit J	State Addenda and Agreement Riders

ITEM 23

RECEIPTS

Our and your copies of the Disclosure Document receipts are attached as Exhibit K.

EXHIBIT A
(TO DISCLOSURE DOCUMENT)

LIST OF STATE AGENCIES/
AGENTS FOR SERVICE OF PROCESS

LIST OF STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. Barkley Ventures Franchising, LLC may not be registered to sell franchises in any or all of these states.

California

Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90005
(213) 576-7500

Sacramento

2101 Arena Blvd.
Sacramento, California 95834
(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 610-2093

San Francisco

One Sansone Street, Suite 600
San Francisco, California 94104
(415) 972-8559

Hawaii

(state administrator)
Business Registration Division
Securities Compliance Branch
Department of Commerce and Consumer Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2727

(agent for service of process)

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2744

Illinois

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

Indiana

(for service of process)
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)
Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

Maryland

(state agency)
Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(for service of process)
Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

Michigan

(state agency)
Michigan Attorney General's Office
Consumer Protection Division
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

(for service of process)
Michigan Department of Commerce,
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, MI 48909

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

New York

(state administrator)

Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236 Phone
(212) 416-6042 Fax

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

North Dakota

(state administrator)

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

(agent for service of process)

Securities Commissioner
600 East Boulevard Avenue
State Capitol - Fifth Floor
Bismarck, North Dakota 58505
(701) 328-4712

Oregon

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

Rhode Island

Department of Business Regulation
Division of Securities
John O. Pastore Complex
Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia

(for service of process)
Clerk, State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington

(state administrator)

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

(agent for service of process)

Director
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501

Wisconsin

(state administrator)

Securities and Franchise Registration
Wisconsin Department of Financial Institutions
4022 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-1064

(agent for service of process)

Office of the Secretary
Wisconsin Department of Financial Institutions
P.O. Box 8861
Madison, Wisconsin 53708-8861
(608) 261-9555

FRANCHISE AGREEMENT

BARKLEY VENTURES FRANCHISING, LLC

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EXHIBITS

Exhibit A	Owner's Guaranty and Assumption of Franchisee's Obligations
Exhibit B	Designated Area

FRANCHISE AGREEMENT

THIS AGREEMENT, made as of _____, by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "Franchisor"), and _____ _____, whose principal address is _____ (hereinafter referred to as "Franchisee").

WHEREAS, Franchisor and its affiliates, as the result of the expenditure of time, skill, effort, and money, have developed and own a unique system (hereinafter "System") relating to the establishment, development and operation of a canine care facility offering day care, boarding services, grooming services, training, a specialty retail boutique for dogs, and other products and services authorized by Franchisor ("Central Bark Facility") the distinguishing characteristics of which System include, without limitation, marketing and advertising methods and techniques, operating procedures and materials, training and supervision, management assistance, administrative systems, business and reporting forms, staffing procedures, and product and equipment specifications; all of which may be periodically modified by Franchisor; and

WHEREAS, Franchisor uses and licenses certain trademarks and service marks, including "CENTRAL BARK" and associated logos, and may hereafter adopt, use and license other service marks, trademarks and trade names in connection with the operation of Central Bark Facilities (collectively, hereinafter referred to as the "Marks"), and Franchisor continues to use and control such Marks for the benefit and exclusive use of itself, its affiliates, and its franchisees, in order to identify for the public the source of services marketed thereunder and the System, and to represent the System's high standards of quality and service; and

WHEREAS, Franchisee desires to enter into the business of operating a Central Bark Facility under Franchisor's System (the "Franchised Business") using Franchisor's mandatory specifications, standards, operating procedures, and rules Franchisor periodically prescribes for operating Central Bark Facilities ("System Standards") and wishes to obtain a franchise for that purposes; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality and service, and the necessity of operating the Franchised Business in conformity with Franchisor's standards and specifications; and

WHEREAS, Franchisee represents to Franchisor, as an inducement to its entry into this Agreement, that all statements in Franchisee's application for the franchise are accurate and complete and that Franchisee has made no misrepresentations or material omissions in obtaining the franchise.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

I GRANT OF FRANCHISE AND FRANCHISE FEE

A. GRANT OF FRANCHISE

Franchisor hereby grants unto Franchisee the right to use the Marks and the System for the operation of the Franchised Business continuously and without interruption throughout the term of this Agreement.

Franchisor will not, so long as this Agreement is in force and effect, and Franchisee is not in default under any of the terms hereof, operate or grant a franchise for the operation of any other Central Bark Facility located within the area described on Exhibit B attached hereto (hereinafter "Designated Area"). If Franchisee has not identified a site, and Franchisor has not approved a site and lease, by the time this Agreement is executed, then Exhibit B must be completed and signed by Franchisor and Franchisee after Franchisee has selected a site and signed a lease approved by Franchisor.

Franchisor retains the right, in Franchisor's sole discretion, and without granting any right to Franchisee:

1. To operate and grant others the right to operate Central Bark Facilities anywhere outside the Designated Area;

2. To operate and grant to others the right to operate a canine care facility offering day care, boarding services, grooming services, training, and a specialty retail boutique for dogs using any trademark or service mark (other than the Marks) at any location (including within the Designated Area) and on such terms and conditions as Franchisor deems appropriate;

3. To sell the products authorized for Central Bark Facilities under the Marks, or under other trademarks and service marks, through similar or dissimilar channels of distribution and on such terms and conditions as Franchisor deems appropriate;

4. To solicit orders by means of a catalogue, direct mail, mail order, cable television sales, internet, or other means within or outside Franchisee's Designated Area;

5. To acquire or be acquired (whether through an acquisition of assets or ownership interests, regardless of the form of transaction), by a business providing products and services the same as or similar to those provided at Central Bark Facilities, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Designated Area; and

6. To engage in any activities not expressly prohibited under this Agreement.

Franchisee agrees that Franchisee will at all times faithfully, honestly and diligently perform Franchisee's obligations hereunder, continuously exert Franchisee's best efforts to promote and enhance the Franchised Business and not engage in any other business or activity that may conflict with Franchisee's obligations hereunder. Franchisee may not operate the Franchised

Business at any other site, except as set forth herein, without Franchisor's prior written consent. Franchisee may not solicit orders by means of a catalogue, direct mail, mail order, cable television sales, internet, or other means, without the prior written consent of Franchisor, which consent may be withheld at Franchisor's sole and exclusive discretion.

B. FRANCHISE FEE

In consideration of the franchise granted herein, Franchisee shall pay to Franchisor an initial franchise fee of Forty Nine Thousand Dollars ($49,000). The initial franchise fee shall be payable in a lump sum when Franchisee signs this Agreement. The initial franchise fee shall be deemed fully earned upon execution hereof and, except as provided in Section V.A. below, the initial franchise fee shall be nonrefundable.

II TERM AND RENEWAL FRANCHISE

A. TERM

This Agreement shall be effective and binding from the date of its execution and shall continue for a period of ten (10) years thereafter.

B. GRANT OF RENEWAL FRANCHISE

When this Agreement expires:

1. if Franchisee (and each of its owners) have substantially complied with this Agreement during its term; and

2. if Franchisee (and each of its owners) are, both on the date Franchisee give Franchisor written notice of Franchisee's election to acquire a renewal franchise (as provided below) and on the date on which the term of the renewal franchise would commence, in full compliance with this Agreement and all System Standards; and

3. provided that (a) Franchisee maintains possession of and agrees (regardless of cost) to remodel and/or expand the Franchised Business, add or replace improvements, furniture, fixtures and equipment, and otherwise modify the Franchised Business as Franchisor requires to comply with System Standards then applicable for new Central Bark Facilities, or (b) at Franchisee's option, Franchisee secures a substitute premises that Franchisor approves and Franchisee develops those premises according to System Standards then applicable for Central Bark Facilities;

then Franchisee may acquire a renewal franchise to operate the Franchised Business as a Central Bark Facility for one (1) additional ten (10) year term. Franchisee agrees to sign the franchise agreement Franchisor then uses to grant franchises for Central Bark Facilities (modified as necessary to reflect the fact that it is for a renewal franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement; provided that Franchisor will waive the initial franchise fee. However, Franchisee must pay a renewal fee in an amount equal to two-thirds (2/3) of Franchisor's then current initial franchise fee. If Franchisee (and each

of its owners) are not, both on the date Franchisee gives Franchisor written notice of Franchisee's election to acquire a renewal franchise and on the date on which the term of the renewal franchise commences, in full compliance with this Agreement and all System Standards, Franchisee acknowledges that Franchisor need not grant Franchisee a renewal franchise, whether or not Franchisor had, or chose to exercise, the right to terminate this Agreement during its term under Section XV.

Franchisee agrees to give Franchisor written notice of Franchisee's election to acquire a renewal franchise no more than two hundred twenty (220) days and no less than one hundred eighty (180) days before this Agreement expires. Franchisor agrees to give Franchisee written notice ("Franchisor's Notice"), not more than sixty (60) days after Franchisor receives Franchisee's notice, of Franchisor's decision:

1. to grant Franchisee a renewal franchise;

2. to grant Franchisee a renewal franchise on the condition that Franchisee corrects existing deficiencies of the Franchised Business or in Franchisee's operation of the Franchised Business;

3. not to grant Franchisee a renewal franchise based on Franchisor's determination that Franchisee and its owners have not substantially complied with this Agreement during its term or were not in full compliance with this Agreement and all System Standards on the date Franchisee gave Franchisor written notice of Franchisee's election to acquire a renewal franchise; or

4. not to grant Franchisee a renewal franchise because Franchisor is no longer granting franchises for Central Bark Facilities.

If applicable, Franchisor's Notice will:

(a) describe the remodeling, expansion, improvements, and/or modifications required to bring the Franchised Business into compliance with then applicable System Standards for new Central Bark Facilities; and

(b) state the actions Franchisee must take to correct operating deficiencies and the time period in which Franchisee must correct these deficiencies.

If Franchisor elects not to grant Franchisee a renewal franchise, Franchisor's Notice will describe the reasons for its decision. If Franchisor elects to grant Franchisee a renewal franchise, Franchisee's right to acquire a renewal franchise is subject to Franchisee's full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to Franchisee's compliance with the obligations described in the Franchisor's Notice.

If Franchisor's Notice states that Franchisee must cure certain deficiencies of the Franchised Business or its operation as a condition to Franchisor granting Franchisee a renewal franchise, Franchisor will give Franchisee written notice of Franchisor's decision not to grant a renewal franchise, based upon Franchisee's failure to cure those deficiencies, not less than sixty

(60) days before this Agreement expires, provided, however, that Franchisor need not give Franchisee this sixty (60) days' notice if Franchisor decides not to grant Franchisee a renewal franchise due to Franchisee's breach of this Agreement during the sixty (60) day period before it expires. If Franchisor fails to give Franchisee:

1. notice of deficiencies in the Franchised Business, or in Franchisee's operation of the Franchised Business, within ninety (90) days after Franchisor receives Franchisee's timely election to acquire a renewal franchise (if Franchisor elect to grant Franchisee a renewal franchise under subparagraphs (2) and (b) above); or

2. notice of Franchisor's decision not to grant a renewal franchise at least sixty (60) days before this Agreement expires, if this notice is required,

Franchisor may extend this Agreement's term for the time period necessary to give Franchisee either reasonable time to correct deficiencies or the sixty (60) days' notice of Franchisor's refusal to grant a renewal franchise. If Franchisee fails to notify Franchisor of its election to acquire a renewal franchise within the prescribed time period, Franchisor need not grant Franchisee a renewal franchise.

C. AGREEMENTS/RELEASES

If Franchisee satisfies all of the other conditions for a renewal franchise, Franchisee and its owners agree to execute the form of franchise agreement and any ancillary agreements Franchisor then customarily uses in granting franchises for Central Bark Facilities (modified as necessary to reflect the fact that it is for a renewal franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement. Franchisee and its owners further agree to sign general releases, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its owners, officers, directors, employees, agents, successors, and assigns. Franchisor will consider Franchisee or its owners' failure to sign these agreements and releases and to deliver them to Franchisor for acceptance and execution (together with the successor franchise fee) within thirty (30) days after their delivery to Franchisee to be an election not to acquire a successor franchise.

III SITE SELECTION, LEASE OF PREMISES AND DEVELOPMENT OF FRANCHISED BUSINESS

A. SITE SELECTION

Franchisee acknowledges that Franchisor must approve the site at which Franchisee operates the Franchised Business (the "Franchise Location"). Franchisee must select a site and sign a lease approved by Franchisor for the Franchise Location within one hundred twenty days (120) days after the date of this Agreement. Franchisee acknowledges and understands that Franchisor's engaging in site selection activities, Franchisor's suggestions, Franchisor's approval of the Franchise Location, and any information communicated to Franchisee regarding the Franchise Location do not constitute a representation or warranty of any kind, express or implied, as to the suitability of the Franchise Location for the Franchised Business or for any other purpose and shall in no way give rise to any liability of Franchisor with regard to the viability of any

location selected. Franchisor's approval of the premises indicates only that Franchisor believes that the Franchise Location falls within the acceptable criteria established by Franchisor as of the time period encompassing the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and premises and that, subsequent to Franchisor's approval of a site and premises, demographic and/or economic factors, including competition from other canine care facilities, kennels, boarding services, grooming services, training services, and retail outlets, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a site and premises. The uncertainty and instability of such criteria are beyond Franchisor's control, and Franchisor shall not be responsible for the failure of a site and premises approved by Franchisor to meet expectations as to potential revenue or operational criteria. Franchisee further acknowledges and agrees that Franchisee's acceptance of a franchise for the operation of the Franchised Business at the Franchise Location is based on Franchisee's own independent investigation of the suitability of the site.

The Franchise Location shall be used for no purpose other than the operation of the Franchised Business. Franchisee shall not assign Franchisee's lease or sublet the Franchise Location, or any portion of the Franchise Location, without the prior written consent of Franchisor.

B. LEASE OF FRANCHISE LOCATION

Franchisee acknowledges that Franchisor must approve the lease for the Franchise Location prior to the execution of the lease by Franchisee. The lease for the Franchise Location must contain certain provisions that Franchisor requires, including, without limitation, collateral assignment of the lease, pursuant to the form of lease assignment agreement we require. The lease assignment agreement is intended to provide Franchisor certain protections under Franchisee's lease, and may not benefit Franchisee or the landlord. It is Franchisee's sole responsibility to obtain a fully-executed lease assignment agreement in connection with the execution of the lease. If Franchisee or the landlord request that Franchisor consider any modifications to the lease assignment agreement, and Franchisor elects to do so, Franchisor may also require Franchisee to reimburse Franchisor all expenses Franchisor incurs (including attorneys' fees) in connection with such review. Franchisor may also reject any request for modifications to the lease assignment agreement for any reason. Franchisee agrees that Franchisee will not execute a lease which Franchisor has disapproved. Franchisee acknowledges that Franchisor's approval of the lease for the Franchise Location does not constitute a guarantee or warranty by Franchisor, express or implied, of the successful operation or profitability of the Franchised Business. Such approval indicates only that Franchisor believes that the Franchise Location and the terms of the lease fall within the acceptable criteria established by Franchisor as of the time period encompassing the evaluation. Franchisee shall deliver a copy of the signed lease to Franchisor within fifteen (15) days after its execution and shall duly and timely perform all of the terms, conditions, covenants and obligations imposed upon Franchisee under the lease.

C. DEVELOPMENT OF FRANCHISED BUSINESS

Franchisor will furnish to Franchisee prototype or protostyle plans and specifications for the Franchised Business which reflect Franchisor's requirements for dimensions, exterior design,

interior design and layout, image, building materials, fixtures, equipment, furniture, signs and decor. Promptly after obtaining possession of the premises and having been furnished with these plans and specifications, Franchisee will do or cause to be done the following at Franchisee's sole expense:

1. Prepare and submit to Franchisor for Franchisor's prior approval (which may be granted or withheld in Franchisor's sole discretion) detailed drawings for the subject premises, acceptable to Franchisee's landlord. Such plans and specifications shall be modified only to the extent necessary to comply with applicable ordinances, building codes, permit requirements and lease or deed requirements and restrictions;

2. Obtain all required building, utility, sign, health, sanitation, business and other permits and licenses required for construction and operation of the Franchised Business;

3. Construct all required improvements to the Franchise Location, purchase and install all required fixtures and equipment and decorate the Franchise Location in compliance with the plans and specifications Franchisor approves and all applicable ordinances, building codes, permit requirements and lease or deed requirements and restrictions;

4. Purchase in accordance with Franchisor's specifications and requirements an opening inventory and supplies required for the Franchised Business;

5. Establish filing, accounting and inventory control systems conforming to the requirements prescribed by Franchisor; and

6. Use a licensed general contractor reasonably satisfactory to Franchisor to perform construction work at the site. If Franchisor shall request, Franchisee shall immediately furnish to Franchisor prior to commencement of construction and/or remodeling and/or refurbishing of Franchisee's location, and from time to time thereafter upon request, the names and addresses of any subcontractor and/or supplier to be involved in such construction, remodeling, refurbishing, or design activity; copies of all permits, licenses, contractor's liability insurance certificates or other items required for the lawful construction, equipping and operation of the Franchised Business; and copies of all construction contracts and documents. Franchisor shall not be responsible for delays in the construction, equipping or decoration of the premises, or for any loss resulting from the location design or construction.

Franchisor will provide such consultation in connection with the development of the Franchised Business as Franchisor deems appropriate.

Franchisee specifically agrees not to hold Franchisor liable for any defects or alleged defects in the premises, plans and specifications and the equipment specifications to be furnished by Franchisor to Franchisee. Franchisee shall indemnify Franchisor and hold Franchisor harmless from any damage occurring to third parties should there be any defect in said plans and specifications.

D. FIXTURES, EQUIPMENT, FURNITURE AND SIGNS

Franchisee agrees to use in constructing and operating the Franchised Business only those brands or types of fixtures, equipment, furniture and signs (collectively, "Operating Assets") that Franchisor has approved as meeting Franchisor's specifications and standards for appearance, function and performance. Franchisor may require Franchisee to purchase Operating Assets from suppliers approved or designated by Franchisor. Franchisor may designate a single supplier for any product, which may be Franchisor or its affiliate. If Franchisee proposes to purchase any brand or type, or to purchase a brand or type from any supplier, which Franchisor has not approved, Franchisee must submit its request in writing before purchasing any such product, or from any such supplier. Franchisor will not be obligated to respond to Franchisee's request, and any actions Franchisor takes in response to Franchisee's request will be at its discretion, including the assessment of a fee to compensate Franchisor for the time and resources Franchisor spends in evaluating the proposed product or supplier. Franchisor may, with or without cause, revoke its approval of any product or supplier at any time.

All signs to be used in connection with the Franchised Business, both exterior and interior, must conform to Franchisor's sign criteria as to type, color, size, design, and location. All signs must be approved in writing by Franchisor prior to installation or display.

E. LIQUIDITY

Franchisee acknowledges and agrees that Franchisee will, at all times, maintain sufficient working capital reserves as necessary and appropriate to comply with Franchisee's obligations under this Agreement. On Franchisor's request, Franchisee will provide Franchisor with evidence of working capital availability. Franchisor reserves the right, from time to time, to establish certain levels of working capital reserves, and Franchisee will comply with such requirements. Franchisor may from time to time designate the maximum amount of debt that Central Bark Facilities may service, and Franchisee will ensure that Franchisee will comply with such limits. Franchisee agrees to apply for and diligently pursue any government-issued, government-sponsored, or government-guaranteed grants, non-recourse loans, or bail-outs for which Franchisee qualifies and that are made available to small businesses as an economic stimulus, if necessary to comply with Franchisee's obligations under this Agreement.

F. PRE-OPENING ENROLLMENT

Franchisee must commence marketing activities ninety (90) days before opening of the Franchised Business, as further detailed in Section VI.B. During that time, it is highly recommended and encouraged that Franchisee acquire at least one hundred (100) completed customer enrollment forms, unless prohibited by applicable law. All enrollment activities must comply with the standards and specifications described in the Operating Manual (defined below) or otherwise in writing. Franchisee is responsible for ensuring that its enrollment activities comply with all applicable laws and other legal requirements.

G. OPENING

Franchisor shall be permitted, at Franchisor's option, to conduct a final inspection of the premises and may require such corrections and modifications as Franchisor deems necessary to bring the premises into compliance with approved plans and specifications. Franchisee agrees that the Franchised Business will not open for business until Franchisee has satisfied all of its pre-opening obligations under this Agreement (including Section III.F), and Franchisee has obtained Franchisor's prior written approval. Franchisee agrees to complete all required development and open the Franchised Business for business within three hundred (300) days after the date of this Agreement. Once Franchisee has commenced operation of the Franchised Business, Franchisee must actively and continuously operate the Franchised Business for the entire duration of the term.

IV **PROPRIETARY MARKS**

A. OWNERSHIP AND GOODWILL OF MARKS

Franchisee's right to use the Marks and the System is derived solely from this Agreement, does not give Franchisee any ownership interest therein, and is limited to the conduct of the Franchised Business pursuant to and in compliance with this Agreement and the System Standards. Franchisor, and/or Franchisor's assignees, reserves the right to change, improve, discontinue, and substitute Franchisor's trade names, trademarks, service marks and logotypes, and may require Franchisee to change, discontinue, and substitute trade names, trademarks, service marks and logotypes being used in the Franchised Business, at Franchisee's expense. All provisions of this Agreement applicable to the Marks shall apply to any additional trademarks, service marks, and trade names Franchisor hereafter authorizes or designates Franchisee to use.

Franchisee acknowledges that Franchisor and its licensor are the owner of all right, title and interest in and to the System and the Marks and the identification schemes, standards, specifications, operating procedures, and other concepts embodied in the System. Franchisee accordingly agrees that any unauthorized use of the System and the Marks is, and shall be deemed, an infringement of Franchisor's and its licensor's intellectual property rights; that, except as expressly provided by this Agreement, Franchisee acquires no right, title or interest therein; that any and all goodwill associated with the System and the Marks shall inure exclusively to Franchisor's and its licensor's benefit; and that, upon the expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System and the Marks.

B. LIMITATIONS ON FRANCHISEE'S USE OF MARKS

Franchisee acknowledges that the use of the Marks outside of the scope of this Agreement, without Franchisor's prior written consent, is an infringement of Franchisor's license to the right, title and interest in and to the Marks, and expressly covenants that during the term of this Agreement, and after the expiration or termination hereof, Franchisee shall not, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of Franchisor's Marks, or take any other action in derogation thereof.

Franchisee shall operate the Franchised Business under the trade name, "CENTRAL BARK," or any name designated by Franchisor and shall use no other name.

Franchisee shall not use the Marks: (a) as part of Franchisee's corporate or other legal name, nor hold out or otherwise employ the Marks to perform any activity, or to incur any obligation or indebtedness, in such a manner as could reasonably result in making Franchisor liable therefor; (b) as part of any website, domain name, email address, social media account, user name, other online presence or identification of Franchisee in any electronic medium of any kind ("Online Presence"), except in accordance with Franchisor's guidelines set forth in the Operating Manual or otherwise in writing from time to time; or (c) in advertising any prospective transfer that would require Franchisor's approval under XVIII.

Franchisee understands and acknowledges that each and every detail of Franchisor's System is important in order to develop and maintain high and uniform standards of quality and service and hence to protect and enhance the reputation and goodwill of Franchisor. Franchisee accordingly agrees:

1. Except as provided herein, to refrain from using any of the Marks in conjunction with any other word or symbol without Franchisor's prior written consent;

2. To adopt and use the Marks licensed hereunder solely in the manner prescribed by Franchisor;

3. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identifications of Franchisee as Franchisor may direct in writing from time to time; and

4. To execute and convey all documents requested by Franchisor or Franchisor's counsel that are necessary to obtain protection for the Marks or to maintain their continued validity or enforceability, and to take no action that would jeopardize the validity or enforceability thereof.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

Franchisee shall promptly notify Franchisor of any use by any person or legal entity other than Franchisor, or another of Franchisor's franchisees, of any Marks licensed hereunder, any colorable variation thereof, or any other mark in which Franchisor has or claims a proprietary interest. Franchisee further agrees to notify Franchisor promptly of any litigation instituted by any person or legal entity against Franchisor or Franchisee involving the Marks. In the event Franchisor, in Franchisor's sole discretion, undertakes the defense or prosecution of any litigation relating to the Marks, Franchisee agrees to execute and convey to Franchisor any and all documents, and to render such assistance as may, in the opinion of Franchisor's counsel, be reasonably necessary to carry out such defense or prosecution. Franchisor alone has the right to control or settle any litigation or proceedings relating to the Marks.

D. INDEMNIFICATION OF FRANCHISEE/DISCONTINUANCE OF USE OF MARKS

Franchisor agrees to indemnify Franchisee against and to reimburse Franchisee for all damages for which Franchisee is held liable in any proceeding in which Franchisee's proper use of any Mark in compliance with this Agreement is held to constitute trademark infringement, unfair competition or dilution, and for all costs Franchisee reasonably incurs in defending any such claim brought against Franchisee or any proceeding in which Franchisee is named as a party, provided that Franchisee has timely notified Franchisor of such claim or proceeding and has complied with this Agreement. Franchisor, at Franchisor's option, shall be entitled to defend and control the defense of any proceeding arising out of Franchisee's use of any Mark pursuant to and in compliance with this Agreement.

If it becomes advisable at any time, in Franchisor's sole discretion, for Franchisor and/or Franchisee to modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply with Franchisor's directions to modify or discontinue the use of such Mark and/or use one or more additional or substitute trademarks or service marks within a reasonable time after notice thereof by Franchisor. Franchisor's sole obligation in any such event shall be to reimburse Franchisee for Franchisee's reasonable out-of-pocket costs of changing signage. Franchisor shall not be obligated to reimburse Franchisee for any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute trademark or service mark.

E. OWNERS BOUND.

Unless otherwise specified, each and every one of Franchisee's obligations to take or refrain from taking specific actions, or to engage or refrain from engaging in specific activities, as set forth in this Section IV, shall also apply to each of Franchisee's owners.

V TRAINING AND ASSISTANCE

A. TRAINING

Prior to the opening of the Franchised Business, Franchisee (or, if Franchisee is a partnership, limited liability company, or corporation, an individual with at least 51% ownership interest and voting power in Franchisee and who will have the authority of a chief executive officer ("Managing Owner")) and Franchisee's Designated Manager (defined in Section X.F), if applicable, shall attend, and complete to Franchisor's satisfaction, a ten (10) day training program on the operation of the Franchised Business in Franklin, Wisconsin, or such other location, at such time as Franchisor designates, or virtually, as Franchisor determines in its discretion. Franchisee (or its Managing Owner) and the Designated Manager, if applicable, shall be required to complete all phases of the initial training program to Franchisor's satisfaction and to participate in all other activities required to open the Franchised Business. The training program shall cover all aspects of the operation of the Franchised Business, including, financial controls, set-up and maintenance of chart of accounts, income, marketing techniques, purchasing, animal care, customer service, and maintenance of quality standards. Franchisor shall have the sole and exclusive right to determine the duration of and curriculum of the training program. Franchisee shall be solely

responsible for the compensation, travel, lodging and living expenses which Franchisee (or its designated person) incurs in connection with the initial training program or any supplemental or refresher training programs.

Subsequent to the opening of the Franchised Business, Franchisor will provide training (subject to reasonable limitations Franchisor prescribes as to frequency and time) to any new manager of the Franchised Business. Franchisor shall have the right to charge Franchisee reasonable fees for such training. Franchisor shall also have the right to require that Franchisee (or its designated person) and/or any managers complete supplemental and refresher training programs at such times and places or virtually as Franchisor may designate, including courses and programs provided by third-parties Franchisor designates.

Franchisee acknowledges that, unless Franchisee (or Managing Owner) or the Designated Manager, if applicable, expressly informs Franchisor at the end of Franchisor's initial training program that Franchisee does not feel completely trained in the operation of the Franchised Business, if Franchisee completes all phases of the initial training program to Franchisor's satisfaction, Franchisee shall be deemed to have been sufficiently trained in the operation of the Franchised Business.

If, during the initial training program, Franchisor determines, in Franchisor's sole discretion, that Franchisee (or its Managing Owner) or the Designated Manager, if applicable, is unable to complete the initial training program to Franchisor's satisfaction, Franchisor may terminate this Agreement. If this Agreement is terminated, and provided that Franchisee executes all releases, waivers and other documents prescribed by Franchisor, Franchisor shall refund Ten Thousand Dollars ($10,000) of Franchisee's initial franchise fee provided for in Paragraph I.B. above. Franchisee agrees and acknowledges that, in the event of such termination, Franchisee is bound by the terms and conditions of Paragraph XVI.D. of this Agreement. Moreover, Franchisor shall have the option, but not the obligation, to exercise Franchisor's right to a collateral assignment of Franchisee's lease for the premises within twenty (20) days after receiving all written agreements relating to the lease, and/or the premises, including copies of all permits and licenses and such other documents that Franchisor requests. If Franchisor exercises Franchisor's option to take a collateral assignment of the lease, Franchisor shall reimburse Franchisee for all of Franchisee's reasonable out-of-pocket costs of developing the premises.

Franchisor may require Franchisee (or its Managing Owner), the Designated Manager, if applicable, and/or previously trained and experienced employees to attend and satisfactorily complete various training courses that Franchisor periodically chooses to provide at the times and locations that Franchisor designates, or virtually, if Franchisor so determines. Franchisee agrees to pay all costs to attend.

B. HIRING AND TRAINING OF EMPLOYEES BY FRANCHISEE

Franchisee shall hire all employees of the Franchised Business, be exclusively responsible for the terms of their employment, including hiring, firing, compensation, work hours and schedules, work assignments, safety and security, discipline, supervisions and training. Franchisee will implement an employee training program for the handling and care of canines that complies with Franchisor's requirements. Franchisee agrees to maintain at all times a staff of trained

employees sufficient in number to operate the Franchised Business in compliance with Franchisor's standards. Franchisee agrees that any employee, agent or independent contractor that Franchisee hires will be its employee or contractor, and not Franchisor's employee or contractor. Franchisee agrees to manage the human resource function of the business in compliance with both Federal and State employment laws.

C. OPENING ASSISTANCE

Franchisor shall provide Franchisee with such supervisory assistance and guidance in connection with the Franchised Business's opening and initial operation for a period of five (5) days commencing at least two (2) days prior to opening the Franchised Business. This assistance includes the providing, by Franchisor, of one (1) member of Franchisor's operational staff or store personnel to assist Franchisee. Franchisor shall provide such staff at Franchisor's expense. During this period, such representative will assist Franchisee in establishing and standardizing procedures and techniques essential to the operation of a canine care facility offering day care, boarding services, grooming services, training, and a specialty retail boutique for dogs and shall assist in training personnel. Notwithstanding the foregoing, Franchisor will not be required to send any of its representatives to the Franchised Business to provide training or assistance, whether pursuant to this Section V.C, or pursuant to Section V.D, if in Franchisor's sole determination it is unsafe to do so. Such determination by Franchisor will not relieve Franchisee from its obligations under this Agreement (including, without limitation, to pay monies owed) and will not serve as a basis for Franchisee's termination of this Agreement.

D. OPERATING ASSISTANCE

Franchisor shall advise Franchisee from time to time of operating problems of the Franchised Business disclosed by reports submitted to or inspections made by Franchisor. Further, Franchisor shall furnish to Franchisee such guidance and assistance in connection with the operation of the Franchised Business as Franchisor deems appropriate. Operating assistance may consist of advice and guidance with respect to:

1. Methods, standards and operating procedures utilized by the Franchised Business;

2. Products and services authorized for sale by the Franchised Business;

3. Selecting, purchasing and displaying inventory;

4. Advertising and promotional programs; and

5. Administrative, bookkeeping, accounting, inventory control, sales and general operating procedures for the Franchised Business.

Such guidance shall, in Franchisor's discretion, be furnished in the form of Franchisor's Operating Manual, bulletins or other written materials, telephonic consultations and/or consultations at Franchisor's offices or at the Franchised Business in conjunction with an inspection of the

Franchised Business. Additional guidance and assistance may, in Franchisor's discretion, be made available to Franchisee.

E. NATIONAL CONVENTION

Franchisee (or the Managing Owner) shall attend annually the National Convention for the System, if held, and wherever held, or virtually, as Franchisor determines. One (1) additional manager of the Franchised Business may also attend. Franchisee shall bear all costs and expenses for travel, lodging and meals for all attendees of the National Convention. Franchisor reserves the right to charge a fee for the National Convention. Franchisee shall not be required to attend more than one (1) annual convention in any calendar year.

F. DELEGATION OF PERFORMANCE

Franchisee acknowledges and agrees that Franchisor has the right to delegate the performance of any portion or all of its obligations under this Agreement to third-party designees, whether these designees are Franchisor's agents or independent contractors with whom Franchisor has contracted to perform these obligations.

VI **ADVERTISING**

A. CREATION OF MARKETING PROGRAMS BY FRANCHISOR

Recognizing the value of advertising and marketing to the goodwill and public image of the Franchised Business, Franchisor will institute, maintain and administer a marketing fund (the "Fund") for the creation and development of such advertising, marketing, media placement, media and public relations programs, research, and relative activities that Franchisor deems necessary or appropriate to advertise or promote the Franchised Business. Franchisee shall pay Franchisor, for deposit into the Fund, an advertising fee in an amount equal to the greater of (i) two percent (2%) of the Franchised Business's Gross Sales or (ii) five hundred dollars ($500), which sum shall be payable monthly together with the Royalty Fee due under this Agreement. Such payment shall be made in addition to and exclusive of any sums that Franchisee may be required to spend in local advertising and promotion. Franchisor is not required to make contributions to the Fund equivalent to the contributions required of franchisees within the System for each of Franchisor's company-owned and/or affiliate-owned stores. Not all franchisees contribute to the Fund on the same basis.

Franchisor will direct all advertising, media placement, marketing and public relations programs and activities financed by the Fund, with sole discretion over strategic direction, creative concepts, materials and endorsements used therein, and the geographic, market and media placement and allocation thereof. The Fund may be used to pay various costs and expenses, including preparing and producing video, audio and written advertising materials; interest on borrowed funds; reasonable salaries and expenses of employees of Franchisor or Franchisor's affiliates working for or on behalf of the Fund; or on advertising, marketing, public relations materials, programs or activities or promotions for the benefit of the Fund; website development and maintenance; administering online advertising and marketing campaigns (including search engine, social media, email, and display ad campaigns); developing and administering software, apps, and related integrations; administering advertising programs, including, without limitation,

purchasing direct mail and other media advertising and employing advertising agencies to assist therewith; and supporting public relations, market research and other advertising; promotional and marketing activities, including testing and test market programs, fulfillment charges, and development, implementation and testing of trade dress and design prototypes. Franchisee must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Fund. The Fund shall furnish Franchisee with reasonable quantities of marketing, advertising and promotional formats and materials at the same cost, terms, and conditions that such materials are furnished to other franchisees.

The Fund will not be Franchisor's asset. All sums paid by the Franchisee to the Fund shall be accounted for separately from Franchisor's other funds. The Fund is not a trust. Franchisor does not owe any fiduciary obligations to Franchisee for administering the Fund for any reason. The Fund shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable salaries, administrative costs and overhead as Franchisor or its affiliates may incur in activities related to the administration of the Fund and its marketing programs, including, without limitation, conducting market research, preparing advertising and marketing materials and collecting and accounting for contributions to the Fund. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions to the Fund in that year, and the Fund may borrow from Franchisor or other lenders to cover deficits of the Fund or cause the Fund to invest any surplus for future use by the Fund. It is anticipated, and it is the intent of Franchisor that all contributions to the Fund shall be expended for advertising and promotional purposes during the Franchisor's fiscal year within which year contributions are made. Any funds not expended in the fiscal year contributed shall be applied and used for Fund expenses in the following year. All interest earned on monies contributed to the Fund will be used to pay advertising costs incurred by the Fund before other assets of the Fund are expended. An unaudited statement of monies collected and costs incurred by the Fund shall be prepared annually by Franchisor and a copy of the statement shall be furnished to Franchisee upon written request to Franchisor. Franchisor will have the right to cause the Fund to be incorporated or operated through an entity separate from Franchisor at such time as Franchisor deems appropriate, and such successor entity shall have all rights and duties of Franchisor pursuant to this Paragraph VI.A. Except as expressly provided in this Paragraph VI.A., Franchisor assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the Fund. Franchisee agrees and acknowledges that the Fund is intended to maximize the general public recognition and acceptance of the Marks for the benefit of the System, patronage of Central Bark Facilities and the CENTRAL BARK brand generally, and that Franchisor makes no representations and undertakes no obligations in administering the Fund to make the expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to insure that any particular Franchisee benefits directly or pro rata from the Fund. Franchisee further acknowledges and agrees that the failure of any other Franchisee to make the appropriate amount of contributions to the Fund shall not in any way release Franchisee from, or reduce, Franchisee's obligations under this Paragraph VI.A., such obligations being separate and independent obligations of Franchisee under this Agreement.

Franchisor reserves the right to suspend contributions to and operations of the Fund for one or more periods, and the right to terminate the Fund, upon thirty (30) days' prior written notice to Franchisee. If Franchisor terminates the Fund, Franchisor will spend all remaining contributions

prior to its termination. Franchisor shall have the right to reinstate the Fund upon the same terms and conditions set forth herein upon thirty (30) days' prior written notice to Franchisee.

B. LOCAL ADVERTISING BY FRANCHISEE

Franchisee must spend Twenty Six Thousand Dollars ($26,000) during the period commencing ninety (90) days before and ending one hundred eighty (180) days after the opening of the Franchised Business on local advertising and promotion including the amounts Franchisor designates for digital marketing, social media, television, radio, print media, a grand opening event, development of Franchisee's website, search engine optimization, demographics software, and as otherwise directed by Franchisor.

After this initial period, Franchisee must spend an amount equal to at least two percent (2%) of Franchisee's annual Gross Sales. Such expenditures shall be referred to as "Local Expenditures" and shall be made directly by Franchisee, subject to approval by Franchisor. The Franchisee shall submit to Franchisor, within ninety (90) days after the close of Franchisee's fiscal year, in a manner approved by Franchisor, an accurate accounting of the previous year's expenditures, on local advertising and promotion. If Franchisee did not spend at least 2% of Franchisee's annual Gross Sales on Local Expenditures, then within 100 days after the close of Franchisee's fiscal year Franchisee will pay the difference between 2% of Franchisee's annual Gross Sales and the Local Expenditures into the Fund. Amounts spent for local advertising and promotion of the Franchised Business shall not be credited towards Franchisee's Local Expenditures under this Agreement to the extent that Franchisee is reimbursed for such expenditures by, or such expenditures are made by, a supplier of the Franchised Business. In the event Franchisee does not spend the required local expenditures, the difference between the required amount and what Franchisee spends shall be contributed to the Fund within ninety (90) days after the close of Franchisee's fiscal year.

For purposes of Franchisee's local advertising and promotion requirements, advertising and marketing expenditures shall include amounts individually expended for advertising media such as television, radio, newspaper, billboards, magazines, classified directories, posters, direct mail, collateral promotional and novelty items (e.g., pens, pencils, bumper stickers), digital media, advertising and promotional expenses required under the lease for the Franchised Business, advertising on public vehicles, such as cabs and buses, and, if not provided by Franchisor, the cost of producing approved materials necessary to participate in these media, including advertising agency commissions related to the production of such advertising. Advertising expenditures shall not include payments for items which Franchisor, in Franchisor's reasonable judgment, deems inappropriate for the advertising requirements, including, without limitation, payments for permanent on-premises signs, lighting, and contributions, sponsorships, premiums or similar offers, such as discounts, price reductions, free offers, sweepstakes, employee incentive programs and other similar payments.

In Franchisor's discretion, Franchisee may be required to use Franchisor's designated supplier (which may be Franchisor or an affiliate) to prepare local advertising or promotional materials. Franchisee must obtain Franchisor's written approval before using any advertising or promotional materials Franchisor has not prepared or previously approved. Franchisee must

submit samples of these materials to Franchisor for Franchisor's prior written approval. If Franchisee does not receive written approval within fifteen (15) days after Franchisor receives these materials, the materials are deemed disapproved. Franchisee shall not use any advertising or promotional materials that Franchisor has not approved or has disapproved. Franchisor, in Franchisor's sole discretion, may disapprove on a prospective basis material that Franchisor had previously approved. If Franchisee uses unapproved or disapproved advertising or promotional materials, Franchisor may charge Franchisee the then-current unauthorized advertising fee.

Franchisor shall have the right to conduct market research in Franchisee's Designated Area.

Franchisee, if requested by Franchisor, agrees to display at front counter Franchisor's franchise promotional brochure.

C. LOCAL ADVERTISING COOPERATIVE

Subject to the terms and conditions of this Section, Franchisee agrees that Franchisor or its affiliates or designees may establish or direct the establishment of a local advertising cooperative ("LAC") in geographical areas (as determined by Franchisor) in which two (2) or more Central Bark Facilities are operating. The LAC will be organized and governed by written documents in a form and manner, and begin operating on a date, that Franchisor determines in advance. Such written documents will be available for participating LAC members to review. Franchisor may change, dissolve and merge LACs. Each LAC's purpose is, with Franchisor's approval, to administer advertising programs and develop advertising, marketing and promotional materials for the area that the LAC covers. If, as of the time Franchisee signs this Agreement, Franchisor has established an LAC for the geographic area in which Franchisee's Central Bark Facility is located, or if Franchisor establishes an LAC in that area during this Agreement's term, Franchisee agrees to sign the documents required by Franchisor to become a member of the LAC and to participate in the LAC as those documents require.

If Franchisor establishes an LAC in Franchisee's geographic area pursuant to this Section, Franchisee agrees to participate and contribute its share to such LAC. Franchisee's contributions to an LAC will be credited to its Local Expenditures described in Section VI.B and are payable monthly together with the Royalty Fee due under this Agreement. Franchisee's contributions to an LAC may also be capped based on the provisions of the by-laws adopted by the LAC, subject to Franchisor's approval. Franchisee will pay these monies to Franchisor electronically and Franchisor will remit them periodically to the LAC. Central Bark Facilities owned by Franchisor or its affiliates will contribute to their respective LAC on the same basis as the franchisees.

Each Central Bark Facility contributing to an LAC will have one (1) vote on matters involving the activities of the particular LAC. The LAC may not use any advertising, marketing or promotional plans or materials without Franchisor's prior written consent. Franchisor may assist in the formulation of marketing plans and programs, which will be implemented under the direction of the LAC. Franchisee acknowledges and agrees that, subject to Franchisor's approval and subject to availability of funds, the LAC will have discretion over the creative concepts, materials and endorsements used by it. Franchisee agrees that the LAC assessments may be used to pay the costs of preparing and producing video, audio and written advertising and direct sales materials for Central Bark Facilities in the LAC's area; purchasing direct mail and other media

advertising for Central Bark Facilities in the LAC's area; implementing direct sales programs; and employing marketing, advertising and public relations firms to assist with the development and administration of marketing programs for Central Bark Facilities in the LAC's area.

The monies collected by Franchisor on behalf of an LAC will be accounted for separately by Franchisor from its other funds and will not be used to defray any of Franchisor's general operating expenses. Franchisee agrees to submit to Franchisor and the LAC any reports that Franchisor or the LAC require.

Franchisee understands and acknowledges that its Central Bark Facility might not benefit directly or in proportion to its contribution to the LAC from the development and placement of advertising and the development of marketing materials. LACs for Central Bark Facilities will be developed separately and no cooperative will be intended to benefit the others. Franchisor will have the right, but not the obligation, to use collection agents and to institute legal proceedings to collect amounts owed to the LAC on behalf of and at the expense of the LAC and to forgive, waive, settle and compromise all claims by or against the LAC. Except as expressly provided in this Section, Franchisor assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the LAC.

D. ONLINE PRESENCE

Franchisor has established a website to advertise, market, and promote Central Bark Facilities, the products and services that they offer and sell, and/or CENTRAL BARK franchise opportunity (a "Franchise System Website"). Currently, Franchisor will provide Franchisee with a microsite on the Franchise System Website that references the Franchised Business, but is not obligated to continuously do so. As long as Franchisor provides Franchisee with a microsite on the Franchise System Website, Franchisee must: (i) provide Franchisor the information and materials Franchisor requests to develop, update, and modify Franchisee's microsite; (ii) notify Franchisor whenever any information on Franchisee's microsite is not accurate; (iii) if Franchisor gives Franchisee the right to modify Franchisee's microsite, notify Franchisor whenever Franchisee changes the content of its microsite; and (iv) pay Franchisor or its designated or approved third-party supplier's then current initial fee and monthly maintenance fee for the microsite. Franchisor will own all intellectual property and other rights in the Franchise System Website, including Franchisee's microsite, and all information they contain (including, without limitation, the domain name or URL for Franchisee's microsite, the log of "hits" by visitors, and any personal or business data that visitors supply).

Franchisor will maintain the Franchise System Website and may use the Fund's assets to develop, maintain, and update the Franchise System Website. Franchisor may also charge Franchisee a website fee for ongoing development and maintenance of the Franchise System Website. Franchisor periodically may update and modify the Franchise System Website (including Franchisee's microsite). Franchisee acknowledges that Franchisor has final approval rights over all information on the Franchise System Website (including Franchisee's microsite). Franchisor may implement and periodically modify System Standards relating to the Franchise System Website.

Even if Franchisor provides Franchisee a microsite on the Franchise System Website, Franchisor will only maintain such microsite while Franchisee is in full compliance with this Agreement and all System Standards Franchisor implements (including, without limitation, those relating to the Franchise System Website). If Franchisee is in default of any obligation under this Agreement or the System Standards, then Franchisor may, in addition to its other remedies, temporarily remove Franchisee's microsite from the Franchise System Website until Franchisee fully cures the default. Franchisor will permanently remove Franchisee's microsite from the Franchise System Website upon this Agreement's expiration or termination.

All advertising, marketing, and promotional materials that Franchisee develops for the Franchised Business must contain notices of the Franchise System Website's domain name in the manner Franchisor designates. Franchisee may not develop, maintain, or authorize any other Online Presence that mentions or describes Franchisee or the Franchised Business or displays any of the Marks.

If Franchisor approves the use of any Online Presences (such as LinkedIn®, twitter®, Facebook®, Instagram® or YouTube®) in the operation of the Franchised Business or the posting of any messages relating to the Franchised Business on such Online Presences, Franchisee will do so only in accordance with Franchisor's guidelines and the then-current Online Presence policy. Franchisor reserves the right to require its approval of any message Franchisee composes for an Online Presence or commentary for any third-party Online Presence, before Franchisee posts such message or commentary. Franchisee must remove any posting at the request of Franchisor. If Franchisee is permitted to maintain its own website, Franchisee must prepare and maintain a privacy policy for such website, which policy must be linked to the website. The privacy policy must comply with all applicable laws, System Standards, and other requirements Franchisor may prescribe in writing. Franchisor will own the rights to each Online Presence. At Franchisor's request, Franchisee agrees to grant Franchisor access to each such Online Presence, and to take whatever action (including signing assignment or other documents) Franchisor requests to evidence its ownership of such Online Presence, or to help Franchisor obtain exclusive rights in such Online Presence.

Franchisee shall continuously list its Central Bark Facility in such online directories and subscriptions Franchisor periodically prescribes (such as Yelp® and Google®), and/or establish any other Online Presence Franchisor requires or authorizes.

VII **CONFIDENTIAL OPERATIONS MANUAL**

In order to protect the reputation and goodwill associated with the Marks and to maintain the uniform standards of operation thereunder, Franchisee shall conduct the Franchised Business in strict accordance with Franchisor's System Standards, whether set forth in the Confidential Operations Manual (the "Operating Manual") or otherwise in writing.

Franchisor will loan to Franchisee during the term of this Agreement one (1) copy of the Operating Manual which may consist of one or more manuals and other written materials. The Operating Manual shall contain mandatory System Standards and suggested specifications, standards and operating procedures that Franchisor prescribes and information relating to Franchisee's other obligations hereunder. Franchisor shall have the right to add to and otherwise

modify the Operating Manual to reflect changes in the System Standards, provided that no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement. Franchisee shall keep Franchisee's copy of the Operating Manual current, and the master copy that Franchisor maintains at Franchisor's principal office shall be controlling in the event of a dispute relating to the contents of the Operating Manual.

Franchisee shall at all times treat as confidential, and shall not at any time disclose, copy, duplicate, record or reproduce, in whole or in part, or otherwise make available to any unauthorized person or source, the contents of the Operating Manual. The Operating Manual shall at all times remain the sole property of Franchisor and shall promptly be returned upon the expiration or other termination of this Agreement.

At Franchisor's option, Franchisor may make some or all of the Operating Manual available through an Online Presence. If Franchisor does so, Franchisee agrees to monitor and access that Online Presence for any updates to the Operating Manual or System Standards. Any passwords or other digital identifications necessary to access the Operating Manual on any Online Presence will be deemed to be part of Confidential Information.

VIII **CONFIDENTIAL INFORMATION**

Franchisee and its owners and personnel may from time to time be provided and/or have access to certain confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"), relating to developing and operating Central Bark Facilities, whether or not marked confidential, including (without limitation): (1) site and premises selection criteria; (2) training and operations materials and manuals, including, without limitation, the Operating Manual; (3) the System Standards and other plans, methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating the Franchised Business; (4) market research, promotional, marketing and advertising programs for the Franchised Business; (5) knowledge of specifications for, and suppliers of, Operating Assets and other products, materials, supplies equipment and furnishings; (6) any computer software or similar technology which is proprietary to Franchisor, its affiliates, or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; (7) knowledge of the operating results and financial performance of Central Bark Facilities, other than Franchisee's Franchised Business; and (8) information generated by, or used or developed in, Franchisee's Franchised Business' operation, including information relating to clients such as client names, addresses, telephone numbers, e-mail addresses, buying habits, preferences, demographic information and related information.

All Confidential Information furnished to Franchisee by Franchisor or on Franchisor's behalf, whether orally or by means of written material (i) shall be deemed proprietary, (ii) shall be held by Franchisee in strict confidence, (iii) shall not be copied, disclosed or revealed to or shared with any other person except to Franchisee's employees or contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Franchisee's obligations hereunder, or to individuals or

entities specifically authorized by Franchisor in advance, and (iv) shall not be used in connection with any other business or capacity. Franchisee will not acquire any interest in Confidential Information other than the right to use it as Franchisor specifies in operating the Franchised Business during this Agreement's term. Franchisee agrees to adopt and implement reasonable procedures to prevent unauthorized access, use or disclosure of the Confidential Information, including by establishing reasonable security and access measures and restricting its disclosure to key personnel. Franchisor may require Franchisee to have its employees and contractors execute individual undertakings and shall have the right to regulate the form of and to be a party to or third-party beneficiary under any such agreements. Franchisee acknowledges that any form of agreement that Franchisor requires Franchisee to use, provides to Franchisee, or regulates the terms of may or may not be enforceable in a particular jurisdiction. Franchisee agrees that it is solely responsible for obtaining its own professional advice with respect to the adequacy of the terms and provisions of any agreement that Franchisee's employees and contractors sign.

Franchisee acknowledges and agrees that, as between Franchisor and Franchisee, Franchisor is the sole owner of all right, title, and interest in and to the System and any Confidential Information. All improvements, developments, derivative works, enhancements, or modifications to the System and any Confidential Information (collectively, "Innovations") made or created by Franchisee, its employees or its contractors, whether developed separately or in conjunction with Franchisor, shall be owned solely by Franchisor. Franchisee represents, warrants, and covenants that its employees and contractors are bound by written agreements assigning all rights in and to any Innovations developed or created by them to Franchisee. To the extent that Franchisee, its employees or its contractors are deemed to have any interest in such Innovations, Franchisee hereby agrees to assign, and does assign, all right, title and interest in and to such Innovations to Franchisor. To that end, Franchisee shall execute, verify, and deliver such documents (including, without limitation, assignments) and perform such other acts (including appearances as a witness) as Franchisor may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof. Franchisee's obligation to assist Franchisor with respect to such ownership rights shall continue beyond the expiration or termination of this Agreement. In the event Franchisor is unable for any reason, after reasonable effort, to secure Franchisee's signature on any document needed in connection with the actions specified in this Section VIII, Franchisee hereby irrevocably designates and appoints Franchisor and its duly authorized officers and agents as Franchisee's agent and attorney in fact, which appointment is coupled with an interest and is irrevocable, to act for and on Franchisee's behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section VIII with the same legal force and effect as if executed by Franchisee. The obligations of this Section VIII shall survive any expiration or termination of the Agreement.

Confidential Information does not include information, knowledge, or know-how which Franchisee can demonstrate lawfully came to its attention before Franchisor provided it to Franchisee directly or indirectly; which, at the time Franchisor disclosed it to Franchisee, already had lawfully become generally known through publication or communication by others (without violation an obligation to Franchisor or its affiliates); or which, after Franchisor discloses it to Franchisee, lawfully becomes generally known through publication or communication by others (without violating an obligation to Franchisor or its affiliates). However, if Franchisor includes

any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled. Notwithstanding anything to the contrary contained in this Agreement and provided Franchisee shall have obtained Franchisor's prior written consent, which shall not be unreasonably withheld, the restrictions on Franchisee's disclosure and use of Confidential Information shall not apply todisclosure of Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose such information, provided Franchisee shall have used Franchisee's best efforts and afforded Franchisor the opportunity to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be disclosed.

IX **RECORDS AND REPORTS**

A. ACCOUNTING AND RECORDS

During the term of this Agreement, Franchisee shall maintain and preserve, for at least three (3) years from the dates of their preparation, full, complete and accurate books, records (including invoices and records relating to advertising expenditures) and accounts (utilizing the standard chart of accounts furnished and required by Franchisor), copies of sales tax returns and copies of such portions of Franchisee's State and Federal income tax returns as reflect Franchisee's operation. The financial statements and/or other periodic reports described below must be prepared to segregate the income and related expenses of the Franchised Business from those of any other business which may be conducted by Franchisee, and for which Royalty Fees are not payable to Franchisor.

B. REPORTS AND TAX RETURNS

During the term of this Agreement, Franchisee shall establish and maintain, at Franchisee's expense, a bookkeeping, accounting, record keeping and data processing system conforming to the requirements and formats that Franchisor prescribes from time to time. Franchisee shall furnish to Franchisor in such forms that Franchisor prescribes the following:

1. By the tenth (10th) day of each month, a correct statement of Gross Sales. Each statement shall report Gross Sales made during the immediately preceding calendar month;

2. Within sixty (60) days after the end of each of the Franchisee's quarters, a profit and loss statement for such quarter, a year-to-date profit and loss statement, and a balance sheet of financial condition as of the end of such quarter;

3. Within ninety (90) days after the end of Franchisee's fiscal year, a balance sheet, profit and loss statement and statement of financial condition for the Franchised Business as of the end of such fiscal year; and

4. Within ten (10) days after Franchisor's request, exact copies of Federal and State income, service, sales and any other tax returns and such other forms, records, books and other information as Franchisor may periodically require.

Each report and financial statement shall be signed and verified by Franchisee in the manner Franchisor prescribes. Franchisor shall have the right to disclose data derived from such sales reports. Franchisor reserves the right to require Franchisee to have audited or reviewed financial statements prepared on an annual basis. If Franchisee fails to submit any report required by Franchisor by date prescribed above, Franchisor may charge a late fee of $250 for each report that is past due.

Further, at Franchisor's request, Franchisee will provide financial information of Franchisee's owners and guarantors sufficient to demonstrate such owners' and guarantors' ability to satisfy their financial obligations under this Agreement and their individual guaranties.

C. FRANCHISOR'S RIGHT TO AUDIT

Franchisor, or Franchisor's designated agents, shall have the right at any time during business hours, with prior notice to Franchisee, to examine, audit, and copy, or cause to be examined, audited, and copied, at Franchisor's expense, the books, records, cash control devices, bookkeeping and accounting records, bank statements, sales and income tax records and returns, and other books and records and the books and records of any corporation, partnership or limited liability company which holds the franchise. Franchisor shall also have the right, at any time, to have an independent audit made of the books of the Franchisee. If an inspection should reveal that any payments due Franchisor have not been paid or have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount previously unreported or understated upon demand. Upon the discrepancy in the report of gross receipts of two percent (2%) or more, Franchisee shall pay and reimburse Franchisor for any and all expenses connected with said inspection, including, but not limited to, reasonable accounting and legal fees, as well as interest on the unreported receipts at the maximum rate permitted by law. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

D. FRANCHISOR'S RIGHT TO COMPUTERIZE

Franchisor may, partially or completely, computerize facets of the franchise system operations which, in the sole discretion of Franchisor, will benefit the System. Franchisor may develop, or contract for development, "licensed programs", defined as computer software programs which may include, without limitation, point-of-sale bookkeeping, inventory, training, marketing, employee selection, operations and financial information collection or retrieval systems for use in connection with the operation of the Franchised Business. Franchisee agrees, when available, to use in the development and operation of the Franchised Business only the licensed program and those brands, types, makes and/or models of computer hardware which Franchisor may specify or require for the computer system. During the term of this Agreement, Franchisor may require Franchisee, at its sole expense, to obtain specified computer hardware and/or software, including, without limitation, a license to use the licensed program from Franchisor, or Franchisor's designee, under a separate Agreement. Franchisor's development and/or modification of such specifications for the components of the computer system may require Franchisee to incur costs to purchase, lease and/or license new or modified computer hardware and/or software, and to obtain service and support for the computer system during the term of this Agreement. Within one hundred twenty (120) days after Franchisee receives notice from the Franchisor, Franchisee

shall obtain the components of the computer system which Franchisor designates and requires. Franchisee shall install and use the computer system at the Franchised Business, when use of the computer system is available, and transmit information to Franchisor through use of the computer system. Franchisee, at Franchisee's own expense, shall establish and maintain, at the Franchised Business: (a) a high speed internet connection that Franchisor may use to access the computer system and data maintained in such system, (b) full and complete corporate records and reports, and (c) if required by Franchisor, computer diskettes, databases in the form specified by Franchisor pertaining to the operation of the store, supervisory reports relating to store operations and accounting, record keeping and record retention system conforming to the requirements prescribed by Franchisor (including, requirements for a general ledger system which includes the standard chart of accounts required by Franchisor and for timely entry of information in the data bases of the computer system and periodic printouts of reports generated from the computer system, information relating to employee turnover and such other reports and information as Franchisor may require). Each transaction of the Franchised Business shall be processed on the computer system in the manner prescribed by Franchisor. Franchisor, either directly or indirectly through its affiliates or designated representatives or vendors, shall have at all times, the right to retrieve information from any data processed on the computer system with respect to the Franchised Business, and Franchisee shall take such action as may be necessary to provide such access to Franchisor.

X **STANDARDS OF QUALITY**

A. CONDITION, APPEARANCE AND REBUILDING OF PREMISES

Franchisee agrees to maintain the premises in a condition and appearance consistent with the image of a Central Bark Facility as an attractive, clean and efficiently operated canine care facility offering day care, boarding services, grooming services, training, and a specialty retail boutique for dogs. Franchisee agrees to effect such maintenance of the Franchised Business and such modifications and additions to its layout, decor and general theme as Franchisor requires to maintain its condition, appearance, efficient operation, ambience and overall image, including, without limitation, replacement of worn out or obsolete fixtures, equipment, flooring, signs and lighting fixtures, repair of the interior and exterior, and periodic cleaning and redecorating. If at any time, in Franchisor's reasonable judgment, the general state of repair, appearance or cleanliness of the premises (including parking areas), or its fixtures, equipment, flooring, signs or lighting fixtures, does not meet Franchisor's standards, Franchisor so shall notify Franchisee and specify the action that Franchisee must take to correct such deficiency. If Franchisee fails or refuses, within ten (10) days after receiving such notice, to initiate and thereafter continue in good faith and with due diligence a bona fide program to complete such required maintenance, Franchisor shall have the right (in addition to its rights under Section XV hereof), but not the obligation, to enter upon the premises and effect such maintenance on behalf and at the expense of Franchisee.

Franchisee shall, at its expense, upgrade and/or remodel the Franchise Location during the term of this Agreement pursuant to plans and specifications provided by Franchisor. Franchisor's representatives shall be allowed to supervise any construction, repair or refixturing in connection with such upgrading or remodeling.

If the Franchised Premises is damaged or destroyed by fire or other casualty, Franchisee shall within thirty (30) days thereof initiate (and continue until completion) all repairs or reconstruction to restore the premises to their original condition. If, in Franchisor's reasonable judgment, the damage or destruction is of such a nature that it is feasible for Franchisee, without incurring substantial additional costs, to repair or reconstruct the premises in accordance with Franchisor's then-standard decor specifications. Franchisee shall repair or reconstruct the premises in accordance with those decor specifications.

B. ALTERATIONS TO THE PREMISES

Franchisee shall make no alterations of the premises, nor any unapproved replacements or alterations of fixtures, equipment, flooring, or signs, without Franchisor's prior written approval. Franchisor shall have the right, in Franchisor's sole discretion, and at Franchisee's sole expense, to rectify any alterations not previously approved by Franchisor.

C. UNIFORM IMAGE

Presentation of a uniform image to the public is an essential element of a successful franchise system. Franchisee therefore agrees that the Franchised Business will (1) offer and sell all products and services that Franchisor periodically specifies; (2) offer for sale only such services and products as shall meet the reasonable specifications and standards designated in the Operating Manual, or in writing, by Franchisor; and (3) discontinue selling and offering for sale any products or services that Franchisor from time to time disapproves. Franchisee further agrees that the Franchised Business will not, without Franchisor's prior written approval, offer any services or products not then authorized by Franchisor. Franchisee agrees to participate in all mandatory programs Franchisor periodically may implement, including paying any fees associated with such program, whether designated in the Operating Manual or otherwise in writing by Franchisor.

D. PRODUCTS, SUPPLIES AND MATERIALS

The reputation and goodwill of the Franchised Business is based upon and can only be maintained by the sale of distinctive high quality services and products. Franchisee shall purchase products and supplies from reputable and fully-authorized manufacturers, suppliers or distributors who shall meet all of Franchisor's specifications and standards as to quality, durability, performance, and warranties, and who shall, where appropriate, adequately demonstrate their ability to properly display Franchisor's Marks and their capacity and facility to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation. Franchisor may require Franchisee to purchase products, supplies and services from only approved suppliers or a single designated supplier (which may be Franchisor or its affiliates). Franchisee agrees to participate in quality assurance and customer satisfaction programs if Franchisor so requires.

If Franchisee desires to purchase or use products, equipment, supplies, materials, or services from suppliers other than those previously approved by Franchisor or its affiliates, Franchisee must obtain Franchisor's prior written approval to change supplier before purchasing any goods or services from non-approved suppliers; provided, however, that Franchisee may not propose new products or services until one (1) year after the Franchised Business opens for

business. Franchisee shall submit to Franchisor a written request, on a form designated by Franchisor, and three (3) samples from the proposed supplier for testing. Franchisor reserves the right to charge an application fee to evaluate proposed suppliers. Franchisor will evaluate requests to change suppliers once per quarter, and Franchisee must submit both the request and samples to Franchisor by the end of the quarter in order for Franchisor to evaluate Franchisee's request. Franchisor shall notify Franchisee in writing of the approval or rejection of the proposed supplier before the next quarter. In order to make such determination, Franchisor and its affiliates may investigate the proposed supplier. Franchisee acknowledges and agrees that Franchisor and its affiliates may, for any reason whatsoever at its or their sole discretion, elect to withhold approval of the supplier. Franchisee further acknowledges and agrees that Franchisor and its affiliates are likely to reject Franchisee's request for a new supplier without conducting any investigation if Franchisor or its affiliates already have designated an exclusive supplier for the goods and/or services proposed to be offered by the new supplier as permitted in this Paragraph X.D. Franchisor and its affiliates may from time to time inspect any supplier's facilities and products to ensure proper production, processing, storing, and transportation of goods and services to be purchased from the supplier by Franchisee. Permission for such inspection shall be a condition of the continued approval of such supplier. Franchisor may change its supplier approval process at any time, in its discretion.

E. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee shall secure and maintain in force all required licenses, permits and certificates relating to the Franchised Business's operation and operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including but not limited to those relating to: truth in lending; truth in advertising; occupational hazards, health, and anti-discrimination laws; anti-terrorist activities (including the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations); and data sharing and privacy. Unless any order issued by any federal, state or local authority requires closure of the Franchised Business, Franchisee will not close the Franchised Business unless it obtains Franchisor's prior written consent.

Franchisee shall at all times give prompt, courteous and efficient service to Franchisee's customers. The Franchised Business shall in all dealings with customers, suppliers and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, including the ethical treatment of animals.

Promptly upon receipt, and in any event no more than five (5) days following receipt of notice, Franchisee agrees to provide Franchisor a copy of any and all notices Franchisee receives from any person, entity or governmental authority claiming that Franchisee (or Franchisee's affiliates or representatives) has violated any laws, regulations, permits, licenses, agreements or committed any other breach, default or violation in connection with the operation of the Central Bark Facility or that may adversely affect the operation or financial condition of the Central Bark Facility, including (i) the commencement of any action, suit or proceeding, or any audit, investigation, or similar proceeding with respect to threatened actions, suits or proceedings relating to the Central Bark Facility; (ii) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality; (iii) any default notices from any landlord or

supplier; (iv) any violation notices from a health or safety regulatory board; and (v) any customer complaints alleging violation of law.

All advertising and promotion by Franchisee shall be completely factual and conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice which may injure Franchisor's business and the goodwill associated with the Marks of Franchisor.

Franchisee agrees to comply with the Franchise System Website privacy policy, as it may be amended periodically; Franchisee further agrees to comply with any requests to return or delete client personal information, whether requested by Franchisor or directly by the customer, as required by applicable data sharing and privacy laws.

F. MANAGEMENT OF THE FRANCHISED BUSINESS/CONFLICTING INTERESTS

The Franchised Business shall at all times be under the direct, on-premises supervision of the Franchisee (or the Managing Owner) who shall devote full time, energy and best efforts, to the management and operation of the business licensed hereunder and to maintain any and all applicable, state, local or other registrations or licenses; however, if Franchisee and its affiliates own two (2) or more Central Bark Facilities, Franchisee may hire a designated manager (the "Designated Manager") to oversee the operation of the Franchised Business, subject to Franchisor's approval. Franchisee must obtain Franchisor's written consent prior to changing the Managing Owner or Designated Manager, if applicable. Franchisee (or the Managing Owner) shall not engage directly or indirectly in any business or other activity requiring substantial management responsibility or time commitments or which otherwise may conflict with Franchisee's (or Managing Owner's) obligations hereunder. Franchisor reserves the right to establish conditions for approving any Designated Manager, in its discretion, which may include the completion of training, confirmation that it will have no competitive business activities, and/or execution of a non-disclosure agreement or other covenants Franchisor requires. The Designated Manager must devote their full time and best efforts to supervise the day-to-day operations of the Franchised Business.

Franchisee acknowledges that any change in ownership interest in Franchisee is subject to Section XVIII of this Agreement. Further, if Franchisee is an entity and its Managing Owner ceases to own at least a 51% ownership interest in Franchisee, Franchisee must identify a new Managing Owner within 30 days of the change in ownership and submit the identity of the new Managing Owner to Franchisor for its review and approval. If Franchisee appoints a new Managing Owner after it begins operating the Franchised Business, the new Managing Owner must complete the initial training program to Franchisor's satisfaction within 30 days after the date of appointment. Franchisor may charge an additional training fee of Five Thousand Dollars ($5,000) for the new Managing Owner to attend the initial training program. Franchisee must keep Franchisor informed at all times of the identity of the Managing Owner.

Franchisor requires Franchisee, and if Franchisee is a corporation, joint venture, limited liability company or partnership, any owner with a 20% or more interest in Franchisee (and his/her spouse) to sign the Owner's Guaranty and Assumption of Obligations (which is attached to the

Franchise Agreement) personally assuming and agreeing to perform all of Franchisee's obligations and to be bound by the terms of the Franchise Agreement. Franchisee's (or any owner's) spouse will also be required to sign the Owner's Guaranty and Assumption of Obligations, which will serve as acknowledgment and consent to the Guaranty given, which will bind the assets of the marital estate.

G. FRANCHISOR'S RIGHT TO INSPECT THE FRANCHISED BUSINESS

To determine whether Franchisee and the Franchised Business are complying with this Agreement and Franchisor's mandatory standards, specifications and operating procedures, Franchisor, or Franchisor's designated agents, shall have the right at any reasonable time and without prior notice to Franchisee to:

1. Inspect the facility from time to time to enhance uniformity and quality control including inspection of the operation and items sold in the facility, and all other purposes in connection with the determination that the facility is being operated in accordance with the terms of this Agreement and Franchisor's System Standards;

2. Observe, photograph and videotape the site, premises and operations of the Franchised Business for such consecutive or intermittent periods as Franchisor deems necessary;

3. Interview personnel of the Franchised Business;

4. Interview customers of the Franchised Business;

5. Utilize mystery shoppers or other marketing research techniques at Franchisee's expense;

6. Inspect your computer system, including hardware, software, security, configurations, connectivity, and data access; and

7. Inspect and copy any books, records and documents relating to the Franchised Business's operation.

Franchisee agrees to cooperate fully with Franchisor in connection with any such inspections, observations, photographing, videotaping and interviews. Franchisee shall present to Franchisee's customers such evaluation forms as Franchisor periodically prescribes and participate and/or request Franchisee's customers to participate in any surveys performed by or on behalf of Franchisor. Franchisee agrees to remedy any defects, deficiencies, or unsatisfactory conditions discovered at the store by Franchisor's personnel immediately upon being advised of such deficiencies. Franchisee must reimburse all of Franchisor's costs (including supplier fees, travel expenses, room and board, and compensation of Franchisor's employees) associated with re-inspections or follow-up visits that Franchisor conducts after any audit or inspection of the Franchised Business identifies one or more failures of the System Standards, and/or if any follow-up visit is necessary because Franchisor or its designated representatives were for any reason

prevented from properly inspecting any or all of the Franchised Business (including because Franchisee or its personnel refuse entry to the Franchised Business).

H. INSURANCE

Franchisee shall at all times during the term of this Agreement maintain in force, at Franchisee's sole expense, comprehensive general liability insurance in respect to the Franchised Business providing coverage with a combined single occurrence limit of not less than $2,000,000, and an aggregate limit of not less than $2,000,000; business interruption and extra expense coverage for twelve (12) months (actual loss sustained limit); hired and non-owned automobile coverage with a single occurrence limit of not less than $1,000,000; animal bailee coverage for any one (1) animal with a limit of not less than Fifty thousand Dollars ($50,000.00) covering on-premises and in-transit; and pet groomers professional liability insurance in an amount of not less than Fifty thousand Dollars ($50,000.00). Franchisee shall carry property insurance to keep the premises and its contents insured against loss or damage by fire and such other risks covered in the Standard Extended Coverage Endorsement in an amount not less than One hundred percent (100%) of the full replacement cost of such assets. All insurance policies shall be issued by one (1) or more insurance carriers acceptable to Franchisor.

All liability coverage insurance policies shall name Franchisor as an additional insured, using a form of endorsement that Franchisor has approved. All insurance policies must contain a waiver of the insurance company's right of subrogation against Franchisor and provide that Franchisor will receive thirty (30) days' prior written notice of the termination, expiration or cancellation of any such policy.

Franchisor may reasonably increase the minimum liability protection requirement and require at any time, on reasonable prior notice to Franchisee, different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product, or motor vehicle liability litigation or other relevant changes in circumstances.

A certificate of insurance shall be submitted by Franchisee, for Franchisor approval, within thirty (30) days of the signing of this Agreement, but in no event later than three (3) weeks before the date on which the Franchisee first opens for business. Franchisee shall submit to Franchisor annually a copy of the certificate or other material evidencing the renewal or extension of each insurance policy. If Franchisee at any time fails or refuses to maintain in effect any insurance coverage Franchisor requires or to furnish satisfactory evidence thereof, Franchisor may, at Franchisor's option, and in addition to any of Franchisor's rights and remedies, obtain such insurance coverage on Franchisee's behalf. Franchisee shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay Franchisor on demand any costs and premiums Franchisor incurs.

Franchisee's obligation to obtain and maintain the insurance described herein shall not be limited in any way by reason of any insurance which Franchisor maintains, nor shall Franchisee's performance of such obligations relieve Franchisee of any obligations under Paragraph XIII. of this Agreement.

Franchisor's requirements for minimum insurance coverage are not representations or warranties of any kind that such coverage is sufficient against any and all insurable risks of loss which may or can arise out of or in connection with the operation of the Franchised Business. Such requirements represent only the minimum coverage that Franchisor deems acceptable to protect Franchisor's interests. It is Franchisee's sole responsibility to obtain insurance coverage for the Franchised Business that Franchisee deems appropriate, based on Franchisee's own independent investigation. Franchisor is not responsible if Franchisee sustains losses that exceed Franchisee's insurance coverage under any circumstances.

I. PRICING

Unless prohibited by applicable law, Franchisor may periodically set a maximum or minimum price that Franchisee may charge for products and services offered by Central Bark Facilities. If Franchisor imposes a maximum price for any product or service, Franchisee may charge any price for the product or service up to and including the maximum price Franchisor imposes, but may not charge any price in excess of the maximum price set by Franchisor. If Franchisor imposes a minimum price for any product or service, Franchisee may charge any price for the product or service down to and including the minimum price Franchisor imposes but may not charge any price below the minimum price set by Franchisor. For any product or service for which Franchisor does not impose a maximum or minimum price, Franchisor may require Franchisee to comply with an advertising policy adopted by Franchisor which will prohibit Franchisee from advertising any price for a product or service that is different than Franchisor's suggested retail price. Although Franchisee must comply with any advertising policy Franchisor adopts, Franchisee will not be prohibited from selling any product or service at a price above or below the suggested retail price unless Franchisor imposes a maximum price or minimum price for such product or service.

J. PAYMENT METHODS AND GIFT CARDS

Franchisee must at all times have arrangements in existence with a full range of credit and debit card issuers or sponsors, check verification services and electric fund transfer systems as Franchisor designates, in Franchisor's sole discretion, during the term of this Agreement, in order that the Franchised Business may accept customers' credit and debit cards, checks and other methods of payment. Franchisee may use and accept only such methods of payment and currencies which Franchisor authorizes or approves in writing. Franchisee is required to purchase loyalty and gift cards from Franchisor's approved suppliers and may use and honor loyalty and gift cards only in the manner Franchisor designates and requires.

K. INFORMATION SECURITY

Franchisee must implement all administrative, physical and technical safeguards necessary to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, email addresses, employee identification numbers, signatures, passwords, financial information, credit card information, government-issued identification numbers and credit report information ("Personal Information") in accordance with applicable law and industry best practices. It is entirely Franchisee's responsibility (even if Franchisor provides Franchisee with any assistance or guidance in that regard) to confirm that the safeguards Franchisee uses to

protect Personal Information comply with all applicable laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of Personal Information. If Franchisee becomes aware of a suspected or actual breach of security or unauthorized access involving Personal Information, Franchisee will notify Franchisor immediately and specify the extent to which Personal Information was compromised or disclosed. Franchisee also agrees to follow Franchisor's instructions regarding curative actions and public statements relating to the breach.

XI MODIFICATION OF THE SYSTEM

Franchisee recognizes and agrees that Franchisor may change or modify the System presently identified by the Marks including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new services, or new techniques. Franchisor also reserves the right, at any time, to discontinue the use of trade names, trademarks, service marks, copyrighted materials, products, services, or techniques Franchisor offers during the term of the Agreement. Franchisee will accept, use and provide to the public for the purpose of this Agreement any such changes in System Standards, including new, modified, or discontinued trade names, trademarks, service marks or copyrighted materials, products, services or techniques, as if they were part of this Agreement at the time of execution hereof. Franchisee shall make such expenditures as such changes or modifications in the System Standards are reasonably called for by Franchisor. Franchisor will provide Franchisee with reasonable notice of any modification to be made in the Franchised Business.

XII FEES

A. ROYALTY FEE

Franchisee agrees to pay Franchisor a monthly fee (hereinafter "Royalty Fee") in the amount of six percent (6%) of the facility's Gross Sales on the first business day after the 15th day of each month following the end of the preceding month.

B. DEFINITION OF "GROSS SALES"

As used in this Agreement, the term "Gross Sales" shall mean the total revenues for all services rendered and for the sale of all merchandise including, but not limited to, sales from the facility, kiosk, cart, vending machines, catalogues, cable television, any Online Presence, or mail order derived by Franchisee after the date hereof, sold to or for Franchisee's customers, whether for cash or credit, after deducting credits for return, repair or replacement goods, all allowances expressly granted to such customers (such as trade and quantity discounts), excise taxes, sales and/or use and equivalent taxes, provided that the foregoing credits and taxes shall first have been included in the computation of Gross Sales for the same or prior periods. For purposes of the foregoing, revenues shall be treated as having been derived at the time the goods or services are first sold or billed irrespective of the time when payment for the same (whether full or partial) shall be received by Franchisee. Any gift certificate and/or gift card payments shall be included in Gross Sales in accordance with Franchisor's then-current guidelines for calculating Gross Sales; provided that such gift card and/or gift certificate payments shall only be included in Gross Sales, at Franchisor's option, as either (i) the gross amount of such payments when such gift certificates or gift cards are redeemed from the Franchised Business or (ii) the face value of such gift

certificates or gift cards at the time of the sale of such gift card or gift certificate and not upon redemption.

C. TECHNOLOGY FEE.

Franchisee must pay Franchisor a monthly technology fee, currently in the amount of $150 per month ("Technology Fee"), for ongoing subscription, maintenance and support of various technology systems, platforms and resources. Franchisee agrees to pay Franchisor the Technology Fee at the time and in the manner that Franchisor requires. The Technology Fee will be subject to change by Franchisor upon thirty (30) days' notice to Franchisee.

D. INTEREST ON LATE PAYMENTS

Required payments or reports not actually received by Franchisor during regular business hours on the due date shall be deemed delinquent. All Royalty Fees, advertising fund contributions, LAC contributions, amounts due for purchases by Franchisee from Franchisor, or Franchisor's affiliates, and other amounts which Franchisee owes Franchisor, or Franchisor's affiliates, shall bear interest after their due date at the highest applicable legal rate for open account business credit, not to exceed One and one-half percent (1.5%) per month. Franchisee acknowledges that this Paragraph shall not constitute Franchisor's, or Franchisor's affiliates', agreement to accept such payments after they are due or a commitment by Franchisor, or Franchisor's affiliates, to extend credit to or otherwise finance Franchisee's operation of the Franchised Business. Further, Franchisee acknowledges that Franchisee's failure to pay all amounts when due shall constitute grounds for termination of this Agreement.

E. APPLICATION OF PAYMENTS

Notwithstanding any designation by Franchisee, Franchisor shall have sole discretion to apply any payments by Franchisee to any of Franchisee's past due indebtedness for Royalty Fees, advertising fund contributions, purchases from Franchisor or Franchisor's affiliates, interest or any other indebtedness.

F. ELECTRONIC FUNDS TRANSFER

Franchisee shall remit Royalty Fees, advertising fund contributions, LAC contributions and any other amounts due to Franchisor hereunder via electronic funds transfer or other similar means in United States dollars. Franchisee agrees to comply with procedures specified by Franchisor in this Paragraph and the Operating Manual, and/or perform such acts and deliver and execute such documents as may be necessary to assist in or accomplish payment by the method described in this Paragraph. On or before the 10th day of the month, Franchisee shall report to Franchisor by electronic means the true and correct Gross Sales of the Franchisee for the immediately preceding month. Franchisee shall give Franchisor authorization, in the form prescribed by Franchisor, for direct debits from Franchisee's business bank operating account. Franchisee shall authorize Franchisor to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of Royalty Fees, advertising fund contributions, LAC contributions, any other amounts payable under this Agreement, and any interest charges due thereon. Franchisee shall make the funds available to Franchisor for withdrawal by electronic transfer no later than the

first business day after the 15th day of the month. Franchisor shall make the withdrawals as set forth herein on the first business day after the 15th day of the month. In the event Franchisor is notified that the draft was returned for insufficient funds, Franchisor shall immediately notify Franchisee; and, if sufficient funds are not available three (3) business days after such notification, interest will begin to accrue at the rate provided for in this Agreement, and such failure to have funds available will be considered an act of default under this Agreement. The amount actually transferred from Franchisee's accounts shall be based upon the Gross Sales indicated by Franchisee's reports to Franchisor as required hereunder. If Franchisee has not reported the Gross Sales to Franchisor for any reporting period as required above, then Franchisor shall be authorized to debit Franchisee's account in an amount equal to the fees transferred from Franchisee's account for the last reporting period for which a report of Gross Sales was provided to Franchisor. At Franchisor's option, Franchisee agrees that Franchisor may base the amount of such debit information retrieved from Franchisee's computer system, if any. If, at any time, Franchisor determines that Franchisee has under-reported the Gross Sales, or underpaid Royalty Fees, advertising fund contributions, LAC contributions or other amounts due hereunder, Franchisor shall be authorized to initiate immediately a debit to Franchisee's account in the appropriate amount in accordance with the foregoing procedure, plus interest as provided for in this Agreement. Any overpayment shall be credited to Franchisee's account through a credit effective as of the first reporting date after Franchisee and Franchisor determine that such credit is due.

XIII **INDEMNIFICATION**

Franchisee agrees to indemnify, defend, and hold harmless Franchisor, its affiliates, and Franchisor’s and their respective owners, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the operation of the Franchised Business, the business Franchisee conducts under this Agreement, or Franchisee’s breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by Franchisor’s intentional misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may control the defense of any claim against it at Franchisee’s expense (including choosing and retaining its own legal counsel) and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Franchisee under this paragraph. Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this paragraph. The obligations of this Section XIII shall survive any expiration or termination of the Agreement.

XIV **COVENANTS**

A. EXCLUSIVE RELATIONSHIP

Franchisee acknowledges and agrees that Franchisor would be unable to protect Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among other franchisees of Franchisor if such franchisees were permitted to hold interests in or perform services for a Competitive Business. The term "Competitive Business" as used in this Agreement shall mean any business operating, or granting franchises or licenses to others to operate, (i) a facility offering day care, boarding, grooming, or training for canines, or any other related canine services, or (ii) a retail facility whose gross receipts from the sale of canine related products represent, at any time, at least 10% of the business' total gross receipts. Notwithstanding the foregoing, Franchisee shall not be prohibited from owning securities in a company if such securities are listed on a stock exchange or traded on the over-the-counter market and represent five percent (5%) or less of that class of securities. Franchisee therefore agrees that, during the term of this Agreement, and any extension thereof, neither Franchisee, any of Franchisee's owners, nor any member of such person's immediate family shall:

1. Have any direct or indirect interest, as a disclosed or beneficial owner, in a Competitive Business, except a canine care facility offering day care, boarding services, grooming services, training, or a specialty retail boutique for dogs operated under Franchise Agreements with Franchisor;

2. Communicate or divulge to any other person, persons, partnership or corporation, except as such of Franchisee's employees, agents, or contractors, as must know for purposes of operating the Franchised Business, any information or knowledge concerning the suppliers or methods of sale or distribution used in the Franchised Business, nor shall Franchisee disclose or divulge, in whole or in part, any trade secrets, proprietary information or private processes of Franchisor;

3. Perform services as a director, officer, manager, employee, consultant, lessor, representative, or agent for a Competitive Business, except Central Bark Facilities operated under Franchise Agreements with Franchisor;

4. Divert or to attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Marks and the System;

5. Directly or indirectly, appropriate, use or duplicate the System or System Standards, or any portion thereof, for use in any other business or endeavor; or

6. Disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor and/or their predecessors, affiliates, agents, successors, and assigns (and their respective officers, directors, owners, and employees), the CENTRAL BARK brand, the System, any Central Bark Facility, any business using the Marks, or which would subject the CENTRAL BARK brand to ridicule, scandal, reproach, scorn, or indignity, which

would negatively impact the goodwill of Franchisor or the CENTRAL BARK brand, or would constitute an act of moral turpitude.

Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of said covenants not to compete was accomplished by and through Franchisee's unlawful utilization of Franchisor's Confidential Information, know how, methods and procedures. Franchisee acknowledges that any violation of the terms of said covenants not to compete will cause irreparable damage to Franchisor, the exact amount of which may not be subject to reasonable or accurate ascertainment, and therefore, Franchisee does hereby consent that in the event of such violation, Franchisor shall be entitled to injunctive relief to restrain Franchisee, or anyone acting for or on Franchisee's behalf, from violating said covenants, or any of them. Such remedies, however, shall be cumulative and in addition to any other remedies to which Franchisor may then be entitled. Franchisee represents and acknowledges that in the event of the termination of this Agreement for whatever cause, Franchisee's experience and capabilities are such that Franchisee can obtain employment in business engaged in other lines or of a different nature than that of the operation of a canine care facility offering day care, boarding services, grooming services, training, and a specialty retail boutique for dogs, and that the enforcement of a remedy by way of injunction will not prevent Franchisee from earning a livelihood. In the event Franchisor brings suit to enforce any provision hereof, Franchisor shall be entitled to receive, in addition to any relief or remedy granted, the cost of bringing such suit, including reasonable attorney's fees.

B. INTERPRETATION

The parties agree that the foregoing covenants shall be construed as severable and independent of any other covenant or provision of this Agreement and shall be interpreted and applied consistent with the requirements of reasonableness and equity. Any judicial reformation of these covenants consistent with this interpretation shall be enforceable as though contained herein and shall not affect any other provisions or terms of this Agreement. If all or any portion of a covenant in this Paragraph XIV is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Paragraph.

C. SCOPE OF COVENANT

For purposes of construing the covenants contained in this Paragraph XIV., "Franchisee" shall be deemed to include not only the individuals or entity which is defined as Franchisee in the introductory paragraph of this Agreement, but if Franchisee is an individual, shall also include Franchisee's spouse, children, grandchildren, or parents; if Franchisee is a joint venture, limited liability company, or partnership, the foregoing restrictions shall apply to each partner, member, or venturer who, individually or collectively, through himself, his spouse, his children, his grandchildren, or his parents, owns a five percent (5%) or greater interest in such joint venture, limited liability company, or partnership; or if Franchisee is a corporation, the foregoing restrictions shall apply to officers, directors, and to each shareholder, who individually or collectively, through himself, his spouse, his children, his grandchildren, or his parents, owns a

five percent (5%) or greater interest in the outstanding capital stock of such corporation. Franchisor shall have the right to require all of Franchisee's personnel to execute similar covenants in a form satisfactory to Franchisor. The covenants set forth in this Paragraph XIV shall survive the termination or expiration of this Agreement. Franchisee acknowledges that the covenant not to compete set forth in this Paragraph XIV is fair and reasonable, and will not impose any undue hardship on Franchisee, since Franchisee has other considerable skills, experience and education which afford Franchisee the opportunity to derive income from other endeavors.

D. REDUCTION OF SCOPE OF COVENANT

Franchisee understands and acknowledges that Franchisor shall have the right, in Franchisor's sole discretion, to reduce the scope of any covenant set forth in Paragraph XIV of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that Franchisee shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding any other provisions of this Agreement.

XV **TERMINATION AND DEFAULTS**

A. TERMINATION WITHOUT RIGHT TO CURE

Franchisee shall be deemed to be in default under this Agreement and all rights granted to Franchisee hereunder shall thereupon terminate, effective upon delivery of notice of termination to Franchisee where the grounds for such termination are:

1. Franchisee becomes insolvent; makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy; files any pleading seeking any reorganization, liquidation or dissolution under any law; admits or fails to contest the material allegations of any such pleading filed against Franchisee; is adjudicated a bankrupt; a receiver is appointed for a substantial part of Franchisee's assets; or the claims of creditors of Franchisee or the Franchised Business are abated or subject to a moratorium under any law;

2. Franchisee makes an assignment for the benefit of creditors or a similar disposition of the assets of the Franchised Business;

3. Franchisee voluntarily abandons or fails to actively operate the Franchised Business for three (3) days, unless the Franchised Business has been closed for a purpose approved by Franchisor or because of fire, flood or other casualty or government order;

4. Franchisee (or the Managing Owner, or Designated Manager, if applicable) fails to complete the initial training program to Franchisor's satisfaction;

5. Franchisee (or any of its owners) engages in any conduct that, in Franchisor's opinion, impairs the goodwill associated with the Franchisor's trademark, service mark, trade name or commercial symbol, including, without limitation, intentionally disparaging Franchisor and/or the System;

6. Franchisee (or any of its owners) is or has been convicted by a trial court of, or plead or has pleaded no contest or guilty to, a felony;

7. Franchisee (or any of its owners) has been arrested or is under the influence of drugs or alcohol while supervising the premises of the Franchised Business;

8. Franchisee surrenders or transfers control of the Franchised Business's operation without Franchisor's prior written consent;

9. Franchisee has made any material misrepresentation or omission in the application for the Franchise;

10. Franchisee fails to select a site and sign a lease for the Franchise Location approved by Franchisor within one hundred twenty (120) days of the date hereof;

11. Franchisee fails to open the Franchised Business for operations within three hundred (300) days of the date hereof;

12. If the lease or sub-lease for the Franchise Location is terminated or cancelled and Franchisee is unable to renew or extend the lease or sub-lease, or Franchisee fails to maintain possession of the Franchise Location;

13. Franchisee (or any of its owners) makes an unauthorized assignment of this Agreement, an ownership interest in Franchisee or the Franchised Business or fails to assign this Agreement or the interest in Franchisee of a deceased or disabled principal owner thereof as herein required;

14. Franchisee makes any unauthorized use or disclosure of any Confidential Information or uses, duplicates or discloses any portion of the Operating Manual in violation of this Agreement;

15. Franchisee intentionally understates the Franchised Business's Gross Sales in any report or financial statement;

16. Franchisee (or its owners or affiliates) fails to pay Franchisor (or its affiliate) any amounts due and does not correct such failure after Franchisor delivers written notice of that failure to Franchisee;

17. Franchisee fails on three (3) or more separate occasions within any period of twelve (12) consecutive months to submit when due reports or other data, information or supporting records or to pay when due the Royalty Fees, advertising fund contributions, LAC contributions or other payments due to Franchisor or Franchisor's affiliates, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

18. If Franchisee submits to Franchisor on two (2) or more separate occasions at any time during the term of the franchise, any reports or other data, information or

supporting records which understate by more than two percent (2%) the Gross Sales for any period;

19. Franchisee (or any of its owners or affiliates) fails to comply with any other agreement with Franchisor or its affiliate and does not correct such failure within the applicable time period, if any;

20. Franchisee (a) fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not Franchisor notifies it of the failures, and, if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice to Franchisee; or (b) fails on two (2) or more separate occasions within any twelve (12) consecutive month period to comply with the same obligation under this Agreement, whether or not Franchisor notifies Franchisee of the failures, and, if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice to Franchisee.

21. Franchisee fails to comply with any other provision of this Agreement or any of Franchisor's mandatory standards, specifications or operating procedures and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered to Franchisee; or

22. Franchisee (or any of its owners) fails to pay any third-party, including the lessor of the premises of the Central Bark Facility, any amounts owed in connection with the Central Bark Facility when due, and does not cure such failure within any applicable cure period granted by such third-party.

B. OTHER MATTERS

The foregoing notwithstanding, to the extent that the provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation, non-renewal or the like other than in accordance with applicable law, such provisions shall, to the extent such are not in accordance with applicable law, not be effective, and Franchisor shall comply with applicable law in connection with each of these matters.

Termination shall not relieve Franchisee of any obligation to Franchisor that shall have matured under or survived this Agreement or under any other written agreement of the parties.

XVI RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION

A. PAYMENT OF AMOUNTS OWED TO FRANCHISOR AND OTHERS

Franchisee shall, within fifteen (15) days after the effective date of termination or expiration of this Agreement, pay Franchisor (or Franchisor's parent, subsidiaries, affiliates or designees) all sums owing from Franchisee to Franchisor under the terms of this Agreement. Said sums shall include Royalty Fees, Fund contributions, LAC contributions, amounts owed for purchases by Franchisee from Franchisor or Franchisor's affiliates, and interest due on any of the

foregoing. Franchisee shall promptly pay all sums due and owing to any lessor, employees, taxing authorities, advertising agencies and all other third parties.

If this Agreement is terminated because of Franchisee's (or any of its owner's) default or by Franchisee without cause, the parties agree that it would be difficult if not impossible to determine the amount of damages that Franchisor would suffer due to the loss or interruption of the revenue stream Franchisor otherwise would have derived from Franchisee's continued payment of Royalty Fees and that the Fund and LAC would have otherwise derived from Franchisee's continued contributions to those funds, less any cost savings, through the remainder of the term of this Agreement (the "Damages"). Therefore, the parties agree that a reasonable estimate of the Damages is, and Franchisee agrees to pay Franchisor as compensation for the Damages, an amount equal to the net present value of Royalty Fees, Fund contributions, and LAC contributions that would have become due from the date of termination to the scheduled expiration date of this Agreement. For this purpose, Damages shall be calculated based on Gross Sales of the Franchised Business for the twelve (12) months preceding the termination date. In the event the Franchised Business has not been in operation for at least twelve (12) months preceding the termination date, then Damages will be calculated based on the average monthly gross sales of all Central Bark Facilities during Franchisor's fiscal year immediately preceding the termination date. Franchisee and Franchisor agree that the calculation described in this Section is a calculation only of the Damages and that nothing herein shall preclude or limit Franchisor from proving and recovering any other damages caused by Franchisee's breach of the Agreement.

B. MARKS

Franchisee agrees that, upon termination or expiration of this Agreement:

1. Franchisee shall close the Franchised Business for business to customers and cease to directly or indirectly sell products and services of any kind and in any manner from the Franchised Business and/or using the Marks, unless Franchisor directs Franchisee otherwise in connection with Franchisor's exercise of its options to purchase pursuant to Section XVI.E;

2. Franchisee shall immediately thereafter cease to use, by advertising or in any manner whatsoever, the Marks or any forms, manuals, slogans, signs, marks, symbols, or devices used in connection with the operation of the Franchised Business;

3. Franchisee shall cease to directly or indirectly identify itself or its business as a current or former Central Bark Facility or as one of Franchisor's former franchisees (except in connection with other Central Bark Facilities Franchisee operates in compliance with the terms of a valid franchise agreement with Franchisor) and Franchisee shall take such action as shall be necessary to change Franchisee's sole proprietorship/corporate/limited liability company/partnership name or cancel any assumed name or equivalent registration which contains the name "CENTRAL BARK" or any other Mark of Franchisor. If Franchisee fails or refuses to do so, Franchisor may, in Franchisee's name and on Franchisee's behalf and, at Franchisee's expense, execute any and all documents necessary to cause discontinuance of Franchisee's use of the name

"CENTRAL BARK", or any related name used hereunder, and Franchisor is hereby irrevocably appointed by Franchisee as Franchisee's attorney-in-fact to do so;

4. Franchisee shall not thereafter use, communicate or divulge, in any manner, or for any purpose, directly or indirectly, any of Franchisor's Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including Franchisor's services, programs and products; specifications or descriptions of Franchisor's services and products; lists of customers and lists of employees and independent contractors; any and all of the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques and products/service techniques; and all other components, specifications and standards which comprise part of Franchisor's system;

5. Franchisee shall immediately turn over to Franchisor all manuals, including the Operating Manual, records, files, instructions, correspondence, and any and all materials relating to the operation of the Franchised Business in Franchisee's possession, and all copies thereof (all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, excepting only Franchisee's copy of this Agreement and of any correspondence between the parties, and any other documents which the Franchisee reasonably needs for compliance with any provision of law;

6. Franchisee shall return to Franchisor all signs, sign faces, sign cabinets, advertising materials, forms, invoices and other materials and supplies containing any Mark or otherwise identifying or relating to the Franchised Business and allow Franchisor, without liability, to remove all such items from the Franchised Business;

7. Franchisee shall assign to Franchisor all of Franchisee’s right, title and interest in and to all telephone and facsimile numbers, directory listings, and any other type of contact information used by or that is associated with the Franchised Business (collectively, “Contact Identifiers”) and Online Presences. Franchisee shall notify the telephone company, all directory publishers and registrars of the termination or expiration of Franchisee's right to use any Contact Identifiers or Online Presences associated with any Mark and to authorize transfer thereof to Franchisor or at Franchisor’s direction to a third-party. Franchisee acknowledges that, as between Franchisee and Franchisor, Franchisor has the sole rights to and interest in all Contact Identifiers and Online Presences associated with any Mark. Franchisee authorizes Franchisor, and hereby appoints Franchisor, and any of Franchisor’s officers, as Franchisee's attorney in fact, to direct the telephone company, all directory publishers and all registrars to transfer any Contact Identifier or Online Presence relating to the Franchised Business to Franchisor, or at Franchisor’s direction to a third-party, should Franchisee fail or refuse to do so, and the telephone company, all directory publishers and all registrars may accept such direction or this Agreement as conclusive of Franchisor's exclusive rights in such Contact Identifiers and Online Presences and Franchisor's authority to direct their transfer;

8. If Franchisor does not purchase the Franchised Business as provided in Paragraph XVI.E., Franchisee shall make such changes to the appearance of the Franchised

Business in order that it does not resemble a Central Bark Facility. If Franchisee fails to initiate immediately or complete such alterations within such period of time that Franchisor deems appropriate, Franchisee agrees that Franchisor, or Franchisor's designated agents, may enter the premises and adjacent areas at any time, without prior notice, and forcibly, if necessary, make such alteration at Franchisee's sole risk and expense. Franchisor shall not be responsible for any actual or consequential damages to Franchisee's property or be liable for any trespass or other tort or criminal act;

9. Franchisee, at Franchisor's option, shall assign to Franchisor any interest which Franchisee has in any lease, sublease, right or entry or easement for the Franchise Location, and vacate the Franchise Location promptly and completely, rendering all necessary assistance to Franchisor to enable Franchisor to take prompt possession thereof. Franchisor shall not be liable for any back rent owed by the Franchisee to the Lessor;

10. Franchisee shall immediately execute any and all agreements necessary to effectuate such termination in a prompt and timely manner;

11. Comply with all other System Standards Franchisor establishes from time to time (and all applicable laws) in connection with the closure and de-identification of the Franchised Business, including as it relates to disposing of Personal Information, in any form, in Franchisee's possession or the possession of any of Franchisee's employees; and

12. Franchisee shall furnish Franchisor, within thirty (30) days after the effective date of termination or expiration, with evidence satisfactory to Franchisor, of Franchisee's compliance with the foregoing obligations.

C. CONFIDENTIAL INFORMATION

Franchisee agrees that, upon termination or expiration of this Agreement, Franchisee will immediately cease to use any Confidential Information of Franchisor, and Franchisor's affiliates, disclosed to Franchisee pursuant to this Agreement in any business or otherwise, take any such action necessary to turn over control of any electronic medium containing Client Information to Franchisor and return to Franchisor all copies of the Operating Manual and any other confidential materials which have been loaned to Franchisee by Franchisor.

D. COVENANT NOT TO COMPETE

Upon termination of this Agreement by Franchisor in accordance with its terms and conditions, or by Franchisee without cause, or upon expiration of this Agreement, Franchisee agrees that, for a period of two (2) years commencing on the effective date of termination or expiration, or the date on which Franchisee ceases to conduct business, whichever is later, that Franchisee shall not have any direct or indirect interest (through a member of the immediate families of Franchisee, or Franchisee's owners) as disclosed or beneficial owner, investor, partner, member, director, officer, manager, employee, consultant, lessor, representative or agent in any other capacity in any Competitive Business located or operating within ten (10) miles of the Franchised Business or ten (10) miles of any Central Bark Facility operated by Franchisor, Franchisor's affiliates, or other franchisees of Franchisor as of the effective date of termination or

expiration, nor will Franchisee divert or to attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement. For purposes of construing the covenants contained in this Paragraph XVI., "Franchisee" shall be deemed to include not only the individuals or entity which is defined as Franchisee in the introductory paragraph of this Agreement, but if Franchisee is an individual, shall also include Franchisee's spouse, children, grandchildren, or parents; if Franchisee is a joint venture, limited liability company, or partnership, the foregoing restrictions shall apply to each partner, member, or venturer who, individually or collectively, through himself, his spouse, his children, his grandchildren, or his parents, owns a five percent (5%) or greater interest in such venture, limited liability company, or partnership; or if Franchisee is a corporation, the foregoing restrictions shall apply to officers, directors, and to each shareholder, who individually or collectively, through himself, his spouse, his children, his grandchildren, or his parents, owns a five percent (5%) or greater interest in the outstanding capital stock of such corporation. By their signatures hereto, all partners, members, shareholders, officers and directors of the entity which signed this Agreement as Franchisee acknowledges and accepts the duties and obligations imposed upon each and every one of them, individually, by the terms of this Paragraph. Franchisor shall have the right to require all of Franchisee's personnel to execute similar covenants in a form satisfactory to Franchisor. The covenants set forth in this Paragraph XVI. shall survive the termination or expiration of this Agreement. Franchisee acknowledges that the covenant not to compete set forth in this Paragraph XVI. is fair and reasonable, and will not impose any undue hardship on Franchisee, since Franchisee has other considerable skills, experience and education which afford Franchisee the opportunity to derive income from other endeavors. If the aforementioned shall be deemed unenforceable by law, then the period shall be reduced to such period as shall be legally enforceable.

No sale, assignment, transfer, conveyance, encumbrance or gift of any interest in this Agreement or in the Franchise granted thereby shall relieve Franchisee and its owners participating in any transfer, of the obligations of the covenants contained herein, except where Franchisor shall expressly authorize in writing.

E. FRANCHISOR HAS RIGHT TO PURCHASE FRANCHISED BUSINESS

Upon termination of this Agreement by Franchisor in accordance with its terms and conditions or by Franchisee without cause, or upon expiration of this Agreement, Franchisor, or Franchisor's assignee, shall have the option, but not the duty, exercisable by giving written notice thereof within thirty (30) days from the date of such expiration or termination, to purchase from Franchisee all the tangible assets (including, without limitation, usable inventory, supplies, leasehold improvements, fixtures, furnishings, equipment and signs, but excluding any unamortized portion of the initial franchise fee) and to receive an assignment of the lease or sub-lease for the Franchise Location (or, if assignment is prohibited), a sublease for the full remaining term and on the same terms and conditions as Franchisee's lease or sublease). Franchisor shall have the unrestricted right to assign this option to purchase. Franchisor, or Franchisor's assignee, shall be entitled to all customary warranties and representations in connection with Franchisor's asset purchase, including, without limitation, representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements and liabilities inuring to Franchisor or affecting the assets, contingent or otherwise.

The purchase price shall be the fair market value and shall be paid in cash at the closing of the purchase, which shall take place no later than one hundred twenty (120) days after the determination of the purchase price, at which time Franchisee shall deliver instruments transferring to Franchisor, or Franchisor's assignee, good and merchantable title to the assets purchased, free and clear of all liens and encumbrances with all sales and other transfer taxes paid by Franchisee, and all leases which may be assigned or transferred. If the parties cannot agree on the fair market value within a reasonable time, the fair market value of the property shall be determined by three (3) appraisers chosen in the following manner: Franchisee shall select one (1), and Franchisor shall select one (1), and the two appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties. If Franchisor elects to exercise any option to purchase herein provide, Franchisor shall have the right to set off all amounts due from Franchisee under this Agreement against payment therefor. In the event that Franchisee cannot deliver clear title to all of the purchased assets as aforesaid, or in the event there shall be other unresolved issues, at Franchisor's or Franchisor's assignee's option, the closing of the sale shall be accomplished through an escrow. Prior to closing, Franchisee and Franchisor, or Franchisor's assignee, shall comply with the applicable Bulk Sales provisions of the Uniform Commercial Code as enacted in the state in which the Franchised Business is located.

If Franchisor, or Franchisor's assignee, exercises this option to purchase, pending determination of the purchase price and the closing of such purchase, Franchisor, or Franchisor's assignee, may appoint a manager to maintain the operation of the Franchised Business or, at Franchisor's option, require Franchisee to close the Franchised Business during such time period without removing any assets. Franchisee shall maintain in force all insurance policies required for the Franchised Business until the date of closing.

F. CONTINUING OBLIGATIONS

The expiration or termination of this Agreement shall be without prejudice to the rights of Franchisor against Franchisee, and such expiration or termination shall not relieve Franchisee of any of his obligations to Franchisor existing at the time of expiration or termination, or terminate those obligations of Franchisee which by their nature survive the expiration or termination of this Agreement.

No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder.

XVII **HOURS OF OPERATION**

Franchisee recognizes that continuous and daily availability of service to the public is essential to the adequate promotion of the Franchised Business and that any failure to provide such availability affects Franchisor both locally and nationally. Franchisee shall make itself available to provide the franchise services during the hours specified or approved in writing by Franchisor, except where prohibited or otherwise regulated by governmental authority, and shall conduct the business in accordance with generally accepted business standards. These requirements may be changed by Franchisor.

XVIII **ASSIGNMENT**

A. BY FRANCHISOR

This Agreement and all rights hereunder may be assigned and transferred by Franchisor and, if so, shall be binding upon and inure to the benefit of Franchisor's successors and assigns. Franchisor may sell Franchisor's assets, Marks, or System outright to a third party; may go public; may engage in a private placement of some or all of Franchisor's securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leverage buy-out or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of Franchisor.

B. FRANCHISEE MAY NOT ASSIGN WITHOUT APPROVAL OF FRANCHISOR

Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee (or, if Franchisee is a corporation, limited liability company, or partnership, to its owners) and that Franchisor has granted the Franchise to Franchisee in reliance upon Franchisor's perceptions of the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee (or its owners). Accordingly, neither this Agreement (or any interest herein) nor any part or all of the ownership of Franchisee or the Franchised Business (or any interest therein) may be transferred without Franchisor's prior written approval. Any transfer, or attempt to transfer, without such approval shall constitute a breach of this Agreement and be void and of no effect. As used in this Agreement, the term "transfer" shall mean and include the voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by Franchisee (or any of its owners) of any interest in:

1. This Agreement;

2. The ownership of Franchisee; or

3. The Franchised Business.

An assignment, sale, gift or other disposition shall include the following events:

1. Transfer of ownership of capital stock or a partnership interest;

2. Merger or consolidation or issuance of additional securities representing an ownership interest in Franchisee;

3. Any sale of capital stock of Franchisee or any security convertible to capital stock of Franchisee;

4. Transfer of an interest in Franchisee, this Agreement, or the Franchised Business in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law;

5. Transfer of an interest in Franchisee, this Agreement, or the Franchised Business in the event of the death of Franchisee, or an owner of Franchisee, by will, declaration of or transfer in trust, or under the laws of intestate succession; or

6. The pledge or encumbrance of this Agreement (to someone other than Franchisor) or an ownership interest in Franchisee or its owners.

If Franchisee intends to list the Franchised Business for sale with any broker or agent, Franchisee shall do so only after obtaining Franchisor's written approval of the broker or agent and of the listing agreement; provided, that, Franchisor may withhold its consent and require Franchisee to use Franchisor's designated broker, in its sole discretion. Franchisee further acknowledges and agrees that, if Franchisee intends to list the Franchised Business for sale, Franchisee may list the Franchised Business only on such platforms as Franchisor elects or approves. Franchisee acknowledges that Franchisor may provide any information regarding the Franchised Business to any third-party prospective buyers. Franchisee may not use or authorize the use of any Mark in advertising the transfer or other disposition of the Franchised Business or of any ownership in Franchisee without Franchisor's prior written consent. Franchisee shall not use or authorize the use of, and no third party shall on Franchisee's behalf use, any written materials to advertise or promote the transfer of the Franchised Business or of any ownership interest in Franchisee without Franchisor's prior written approval of such materials.

C. CONDITIONS FOR APPROVAL OF TRANSFER

If Franchisee is in full compliance with this Agreement (and, if Franchisee is a corporation, limited liability company, or partnership, its owners are in full compliance with this Agreement), Franchisor may approve, in Franchisor's sole discretion, a transfer that meets all the requirements in this Section. The proposed transferee and its owners must be individuals of good moral character, have sufficient business experience, aptitude and financial resources to operate the Franchised Business, and meet Franchisor's then applicable standards for franchisees. A transfer of ownership in the Franchised Business may only be made in conjunction with a transfer of this Agreement. If the transfer is of this Agreement or a controlling interest in Franchisee, or is one of a series of transfers which in the aggregate constitute the transfer of this Agreement or a controlling interest in Franchisee, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

1. Franchisee shall have paid all Royalty Fees, advertising fund contributions, LAC contributions, amounts owed for purchases by Franchisee from Franchisor, or Franchisor's affiliates, and all other amounts owed to Franchisor, Franchisor's affiliates, and third-party creditors, and shall have submitted to Franchisor all required reports and statements;

2. The transferee (or its approved owner and Designated Manager, if applicable) shall have agreed to complete Franchisor's training program to Franchisor's satisfaction;

3. The transferee shall have executed Franchisor's then-current standard Franchise Agreement (the terms of which may materially differ from those contained in this Agreement);

4. Franchisee shall have paid Franchisor a transfer fee equal to two-thirds (2/3) of Franchisor's then-current initial franchise fee;

5. Franchisee (and its transferring owners) shall have executed a general release, in form satisfactory to Franchisor, of any and all claims against Franchisor, and Franchisor's affiliates, and their officers, directors, employees and agents;

6. Franchisee shall have provided Franchisor all information or documents Franchisor requests about the proposed transfer, the transferee, and its owners;

7. Franchisor shall have approved the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to affect adversely the transferee's operation of the Franchised Business;

8. If Franchisee finances any part of the sale price of the transferred interest, Franchisee and/or Franchisee's owners shall have agreed that all obligations of the transferee under or pursuant to any promissory notes, agreements or security interests reserved by Franchisee or Franchisee's owners in the assets of the Franchised Business shall be subordinate to the transferee's obligations to pay Royalty Fees, Fund contributions, LAC contributions and other amounts due to Franchisor, and Franchisor's affiliates, and otherwise to comply with this Agreement;

9. Franchisee and Franchisee's owners shall have executed a noncompetition covenant in favor of Franchisor and the transferee agreeing that, for a period of two (2) years commencing on the effective date of the transfer, Franchisee, Franchisee's owners and members of the immediate families of Franchisee, and each of Franchisee's owners, will not hold any direct or indirect interest as a disclosed or beneficial owner, investor, partner, member, stockholder, director, officer, manager, employee, consultant, representative or agent, or in any other capacity, in a Competitive Business located or operating within the Designated Area or within ten (10) miles of any Central Bark Facility operated by Franchisor, Franchisor's affiliates, or other franchisees of Franchisor;

10. Franchisee shall have agreed that Franchisee will not directly or indirectly at any time or in any manner (except with respect to a Central Bark Facility owned and operated by Franchisee) identify himself or any business as a current or former Central Bark Facility, or as a Franchisee, licensee or dealer of Franchisor, or Franchisor's affiliates, use any Mark, any colorable imitation thereof or other indicia of "CENTRAL BARK" in any manner or for any purpose or utilize for any purpose any trade name, trademark or

service mark or other commercial symbol that suggests or indicates a connection or association with Franchisor or Franchisor's affiliates;

11. The lessor or sublessor of the premises shall have consented to the assignment or sublease of the Franchise Location to the transferee or the transferee must have secured substitute premises for the Franchised Business approved by Franchisor;

12. Franchisee and/or transferee shall make reasonable capital expenditures to remodel, modernize and redecorate the Franchise Location so that the Franchise Location will reflect the current image intended to be portrayed by the Franchised Business. All remodeling, modernization, redecoration of the franchised premises must be done in accordance with the standards and specifications prescribed by Franchisor and all replacements must conform to Franchisor's then-current quality standards and specifications and must be approved by Franchisor in writing;

13. Franchisee must give Franchisor ninety (90) days written notice prior to any sale or assignment by Franchisee. The purpose of this paragraph is to enable Franchisor to comply with any applicable state or federal franchise disclosure laws. Franchisee agrees to indemnify and hold Franchisor harmless for Franchisee's failure to comply with this Paragraph;

14. Franchisee must use Franchisor's designated broker, if Franchisor so requires, and shall be responsible for the payment of all fees and expenses in connection with the broker's services;

15. If transferee is a corporation:

(a) Each stock certificate of the transferee corporation shall have conspicuously endorsed upon it a statement that it is held subject to, and if further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; and

(b) No new shares of common or preferred voting stock in a transferee corporation shall be issued to any person, partnership, limited liability company, trust, foundation, or corporation without obtaining Franchisor's prior written consent;

16. Transferee and all owners, members, partners, officers and directors of transferee shall execute such guaranties and other documents as may be required by Franchisor; and

17. Franchisee provides Franchisor with a complete copy of the closing documents, and all other information Franchisor requests about the proposed transfer, at least three (3) days prior to closing.

Franchisee shall not sell or transfer, without the Franchisor's prior written consent, to a third party any leasehold improvements, inventory, furniture, fixtures, or equipment without the

transfer, to the same party, of this Agreement. Any purported assignment of the above-listed assets not having the aforesaid consent shall be null and void and shall constitute a material default hereunder.

D. TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY

If Franchisee is in full compliance with this Agreement, Franchisee may transfer this Agreement to a corporation or limited liability company which conducts no business other than the Franchised Business and in which Franchisee maintains management control and owns and controls One hundred percent (100%) of the equity and voting power of the corporation or limited liability company. Transfers of shares in such corporation or limited liability company will be subject to the provisions of Paragraph XVIII.D. All accrued money obligations of Franchisee to Franchisor, Franchisor's subsidiaries or assignees, shall be satisfied prior to assignment or transfer. Notwithstanding anything to the contrary herein, Franchisee shall remain personally liable under this Agreement as if the transfer to such corporation or limited liability company had not occurred. Further, Franchisee must reimburse Franchisor for any direct costs it incurs in connection with documenting and processing such transfer, including reasonable legal fees. The Articles of Incorporation, By-Laws and other organizational documents of such corporation or the Articles of Organization, Operating Agreement and other organizational documents of such limited liability company shall recite that the issuance and assignment of any interest therein is restricted by the terms of Paragraph XVIII. hereof, and all issued and outstanding stock certificates of such corporation shall bear a legend reciting or referring to the restrictions hereof. Each owner of Franchisee, at any time during the term of this Agreement, shall execute an "Owner's Guaranty and Assumption of Franchisee's Obligations", or such other agreement that Franchisor prescribes, undertaking to be bound jointly and severally by all provisions of this Agreement. Franchisee shall furnish to Franchisor, at any time upon request, in such form as Franchisor may require, a list of Franchisee's owners (of record and beneficially) reflecting their respective interests in Franchisee. The transferee corporation or limited liability company shall enter into a written assignment with Franchisee and Franchisor (in a form satisfactory to Franchisor) assuming all of Franchisee's obligations hereunder. No new shares of common or preferred voting stock in the transferee corporation or membership interest in the transferee limited liability company shall be issued to any person, partnership, trust, limited liability company, foundation, or corporation without obtaining Franchisor's prior written consent.

E. DEATH OR DISABILITY OF FRANCHISEE

Upon the death or permanent disability of Franchisee or, if Franchisee is a corporation, limited liability company, or partnership, the Managing Owner or an owner of a controlling interest in Franchisee, the executor, administrator, conservator, guardian or other personal representative of such person shall, within six (6) months of such event:

1. Apply to Franchisor for the right to continue to operate the Franchised Business (for the duration of the term of this Agreement), which right shall be granted upon the fulfillment of all of the conditions set forth in Paragraph XVIII.C. of this Agreement (except that no transfer fee shall be required); or

2. Transfer Franchisee's interest in this Agreement or such interest in the Franchised Business to a third party approved by Franchisor. Such disposition of this Agreement or such interest in the Franchised Business (including, without limitation, transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, and shall be subject to all the terms and conditions applicable to transfers contained in Paragraph XVIII.C. Failure to transfer the interest in this Agreement or such interest in Franchisee within said period of time shall constitute a breach of this Agreement. For purposes hereof, the term "permanent disability" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee, or an owner of a controlling interest in Franchisee, from supervising the management and operation of the Franchised Business for a period of six (6) months from the onset of such disability, impairment or condition.

In the event of the death or incapacity of a Franchisee, or any partner, member, or shareholder of a Franchisee, which is a partnership, limited liability company, or corporation, where the aforesaid provisions have not been fulfilled within the time provided, all rights licensed to Franchisee under this Agreement shall, at the option of Franchisor, terminate forthwith and automatically revert to Franchisor.

F. EFFECT OF CONSENT TO TRANSFER

Franchisor's consent to a transfer of this Agreement or any interest in Franchisee or the Franchised Business shall not constitute a waiver of any claims Franchisor may have against Franchisee (or its owners) nor be deemed a waiver of Franchisor's right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement.

G. FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Franchisee (or its owners) shall at any time determine to sell an interest in this Agreement, an ownership interest in Franchisee or the Franchised Business, Franchisee (or Franchisee's owners) shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser (including lists of the owners of record and beneficially of any corporate offeror, the members of any limited liability company offeror and all general and limited partners of any partnership offeror and, in the case of a publicly-held corporation or limited partnership, copies of the most current annual and quarterly reports) and shall immediately submit to Franchisor a true and complete copy of such offer, which shall include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. The offer must apply only to an interest in this Agreement and Franchisee and may not include an offer to purchase any other property or rights of Franchisee (or its owners). However, if the offeror proposes to buy any other property or rights from Franchisee (or its owners) under a separate, contemporaneous offer, the price and terms of purchase offered to Franchisee (or its owners) for the interest in this Agreement, Franchisee shall reflect the bona fide price offered therefor and shall not reflect any value for any other property or rights.

Franchisor shall have the right, exercisable by written notice delivered to Franchisee, or Franchisee's owners, within thirty (30) days from the date of delivery of an exact copy of such

offer to Franchisor, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any form of payment proposed in such offer, Franchisor's credit shall be deemed equal to the credit of any proposed purchaser and Franchisor shall have not less than ninety (90) days to prepare for closing. Franchisor shall be entitled to purchase such interest subject to all customary representations and warranties given by the seller of the assets of a business or voting stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to ownership, condition of and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts and liabilities of the corporation whose stock is purchased and affecting the assets, contingent or otherwise.

If Franchisor exercises Franchisor's right of first refusal, Franchisee, and Franchisee's owners, agree that, for a period of two (2) years commencing on the date of the closing, neither Franchisee, nor Franchisee's owners, shall have any direct or indirect interest (through a member of the immediate families of Franchisee or its owners or otherwise) as a disclosed or beneficial owner, investor, partner, member, director, officer, manager, employee, consultant, representative or agent or in any other capacity in any Competitive Business located or operating within the Designated Area or within ten (10) miles of any Central Bark Facility operated by Franchisor, Franchisor's affiliates, or other franchisees of Franchisor. The restrictions of this Paragraph shall not be applicable to the ownership of shares of a class of securities listed and outstanding.

If Franchisor does not exercise Franchisor's right of first refusal, Franchisee, or Franchisee's owners, may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to Franchisor's approval of the transfer as provided in Paragraphs XVIII, provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to Franchisor, or if there is a material change in the terms of the sale, Franchisor's right of first refusal shall be extended for thirty (30) days after the expiration of such one hundred twenty (120) day period or after the material change in the terms of the sale.

Notwithstanding the provisions in this Paragraph, where the offer to purchase is made by a member of Franchisee's immediate family, or by an owner of the entity which owns the Franchised Business, Franchisor shall not have the right to elect to purchase the Franchised Business or property as described above where all conditions of this Agreement relating to transferability are fulfilled.

XIX **TAXES, PERMITS AND INDEBTEDNESS**

A. TAXES

Franchisee shall promptly pay when due all taxes levied or assessed, including without limitation, federal income taxes, unemployment and sales taxes. Franchisor shall have no liability for any sales, use, excise, gross receipts, income, property or other taxes, whether levied upon Franchisee, the Franchised Business, Franchisee's property or upon Franchisor, in connection with the services provided or business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from Franchisor). Payment of all such taxes shall be Franchisee's responsibility.

B. PERMITS

Franchisee shall comply with all federal, state and local laws, rules and regulations; and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the business licensed by this Agreement, including, without limitation, operating licenses, licenses to do business, fictitious name registration and sales tax permits.

Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court agency or other governmental instrumentality which may adversely affect the operation or financial condition of the Franchised Business.

C. INDEBTEDNESS

Franchisee shall promptly pay when due and shall maintain Franchisee's trade accounts in a current status and seek to promptly resolve any disputes with trade suppliers. In the event Franchisee shall not maintain Franchisee's trade accounts, Franchisor may, in Franchisor's sole discretion, but shall not be required to, pay any or all such accounts on behalf of Franchisee, in which event Franchisee agrees to immediately repay Franchisor therefor with interest on the amounts advanced by Franchisor at the rate of One and one-half percent (1 1/2%) per month for each and every month that said amount is not paid, but in no event shall Franchisee be compelled to pay interest at a rate greater than the maximum permitted by applicable law.

XX INDEPENDENT CONTRACTOR

This Agreement does not constitute Franchisee as an agent, legal representative, joint venturer, partner, member, employee, or servant of Franchisor for any purpose whatsoever; and it is understood between the parties hereto that Franchisee shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on behalf of Franchisor. No employee of Franchisee shall be deemed to be an employee of Franchisor. Franchisor shall not have the power to hire or fire Franchisee's employees and, except as herein expressly provided, Franchisor may not control or have access to Franchisee's funds or the expenditure thereof, or in any other way exercise dominion or control over Franchisee's business.

Franchisee shall prominently display in Franchisee's place of business a certificate from Franchisor stating that said business is operated by Franchisee as a franchisee of Franchisor, and not as an agent thereof. Franchisee shall place such notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials and in such fashion as Franchisor may, in Franchisor's sole and exclusive discretion, specify and require from time to time, in its Operating Manual.

XXI LIEN GRANTED TO FRANCHISOR

Franchisor is hereby given a lien upon all property of Franchisee, including, but not limited to, equipment, inventory, trade fixtures, leasehold improvements, contracts, cash derived from the operation of the Franchised Business and sale of other assets, and all proceeds and products of said

items whether acquired by Franchisee before or after the date hereof. In the event of any default in this Agreement by Franchisee, Franchisor shall have all remedies of a secured party under the Uniform Commercial Code. Franchisor may require Franchisee to assemble the collateral and make it available to Franchisor for Franchisor's possession at a place to be designated by Franchisor which is reasonably convenient to both Franchisor and Franchisee and further, that the net proceeds realized upon any disposition of the collateral by public or private sale in accordance with the provisions of the Uniform Commercial Code after deduction for the reasonable expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Franchisor in connection therewith, shall be applied in satisfaction of the obligations of Franchisee secured hereby. Franchisor agrees to account to Franchisee for any surplus realized in any such disposition and Franchisee agrees to remain liable for any deficiency. Franchisee agrees upon demand to execute and deliver to Franchisor such financing statements and other documents in form satisfactory to Franchisor and to do all such acts and things as Franchisor may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the above collateral as security for the obligations of Franchisee secured hereby. The rights and remedies herein contained and reserved to Franchisor shall not be considered as exclusive of any other right or remedy of Franchisor, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. Upon demand from Franchisee, Franchisor shall subordinate this lien to: (1) any bank or financial institution requiring a senior lien which provides financing for Franchisee's business; and (2) any purchase money interest on property purchased for Franchisee's business.

XXII **WAIVER OF OBLIGATIONS**

The following provision applies if Franchisee or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, Rhode Island, South Dakota, Virginia, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchisor and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to continuing review by Franchisor and may be revoked, in Franchisor's sole discretion, at any time and for any reason, effective upon delivery to Franchisee of ten (10) days' prior written notice.

Franchisor and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein or to declare any breach thereof to be

a default and to terminate this Agreement prior to the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Franchisor or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory standard, specification or operating procedure; any waiver, forbearance, delay, failure or omission by Franchisor to exercise any right, power or option, whether of the same, similar or different nature, with respect to other CENTRAL BARK franchises; or Franchisor's acceptance of any payments due from Franchisee after any breach of this Agreement.

XXIII **NOTICE**

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered at the time delivered by hand; one (1) business day after transmission by electronic mail or comparable electronic system; one (1) business day after being placed in the hands of a nationally recognized commercial carrier service for next business day delivery; or three (3) business days after placement in the mail by registered or certified mail, return receipt requested, postage prepaid, to the address set forth in the first paragraph of this Agreement, other future addresses advised by a party in writing, or if to Franchisee, to the Central Bark Facility Franchisee operates under this Agreement. Any required payment or report which Franchisor does not actually receive at the correct address during regular business hours on the due date (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

XXIV **COSTS OF ENFORCEMENT; ATTORNEYS' FEES**

If either party initiates a judicial or other proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including arbitration and court costs and reasonable attorneys' fees.

XXV **ENTIRE AGREEMENT**

This Agreement and the documents referred to herein is binding upon the parties hereto and the respective executors, administrators, heirs, assigns and successors in interest, shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersedes all prior agreements. Nothing in this Agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing and signed by the party to be charged. Franchisor, however, may unilaterally modify the Operating Manual.

XXVI **SEVERABILITY AND CONSTRUCTION**

Except as expressly provided to the contrary herein, each section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms

and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if Franchisor determines that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, Franchisor, at its option, may terminate this Agreement.

Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and such of their respective successors and assigns as may be contemplated by this Agreement hereof, any rights or remedies under or by reason of this Agreement.

Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgements, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all the parties hereto on behalf of Franchisee.

The rights of Franchisor and Franchisee hereunder are cumulative and no exercise or enforcement by Franchisor or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law to enforce.

Franchisee agrees that whenever this Agreement allows or requires Franchisor to take actions or make decisions, Franchisor may do so in its sole and unfettered discretion, even if Franchisee believes Franchisor's action or decision is unreasonable, unless the Agreement expressly and specifically requires that Franchisor act reasonably or refrain from acting unreasonably in connection with the particular action or decision.

XXVII APPLICABLE LAW

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT OR ANY RELATED AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN FRANCHISOR (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS,

DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND FRANCHISEE (OR ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH.

XXVIII CONSENT TO JURISDICTION

SUBJECT TO SECTION XXX AND THE PROVISIONS BELOW, FRANCHISOR AND FRANCHISEE (AND EACH OWNER) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR ANY RELATED AGREEMENTS, OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISOR (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND FRANCHISEE (OR ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) MUST BE COMMENCED EXCLUSIVELY IN THE STATE OR FEDERAL COURT WHICH IS CLOSEST TO WHERE FRANCHISOR'S OR, AS APPLICABLE, FRANCHISOR'S SUCCESSORS OR ASSIGN'S PRINCIPAL OFFICE THEN IS LOCATED (CURRENTLY LOCATED IN OAKLAND PARK, FLORIDA), AND FRANCHISOR AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR FORUM IN THOSE COURTS. NONETHELESS, FRANCHISOR AND FRANCHISEE (AND EACH OWNER) AGREE THAT FRANCHISOR AND FRANCHISEE (AND EACH OWNER) MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE FRANCHISED BUSINESS IS LOCATED.

XXIX INJUNCTIVE RELIEF

Nothing contained in this Agreement shall bar Franchisor from seeking (1) injunctive relief against threatened conduct that will cause Franchisor irreparable loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions; or (2) in any dispute regarding possession of the premises, the remedy of forcible detainer against Franchisee for any breach of a sublease for the premises under customary rules governing such actions. Franchisee agrees that Franchisor may seek such injunctive relief from any court of competent jurisdiction, without bond, but upon due notice, in addition to such other relief as may be available to Franchisor at equity or law, and Franchisee's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had, and Franchisee hereby expressly waives any claim for damages caused by such injunction.

XXX **ARBITRATION**

Franchisor and Franchisee agree that all controversies, disputes, or claims between Franchisor or its affiliates, and their respective owners, officers, directors, agents, and employees, on the one hand, and Franchisee and Franchisee's owners, guarantors, affiliates, and employees, on the other hand, arising out of or related to:

1. this Agreement or any other agreement between Franchisor (or any of its affiliates) and Franchisee (or any of Franchisee's owners);

2. Franchisor's relationship with Franchisee;

3. the scope or validity of this Agreement or any other agreement between Franchisee (or any of Franchisee's owners) and Franchisor (or any of its affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section XXX, which Franchisor and Franchisee acknowledge is to be determined by an arbitrator, not a court); or

4. any System Standards;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("AAA"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within fifty (50) miles of Franchisor's or, as applicable, Franchisor's successor's or assign's then-current principal place of business (currently, Oakland Park, Florida). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including, without limitation, money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by Franchisor or its affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (Franchisor and Franchisee hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). Further, at the conclusion of the arbitration, the arbitrator shall award to the prevailing party its attorneys' fees and costs.

Franchisor and Franchisee agree to be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. Franchisor and Franchisee further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisor or Franchisee.

FRANCHISOR AND FRANCHISEE AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN FRANCHISOR AND ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND FRANCHISEE AND ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES, ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS; (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING; (III) JOINED WITH ANY SEPARATE CLAIM OF AN UNAFFILIATED THIRD-PARTY; OR (IV) BROUGHT ON FRANCHISEE'S BEHALF BY ANY ASSOCIATION OR AGENT. NOTWITHSTANDING THE FOREGOING, IF ANY COURT OR ARBITRATOR DETERMINES THAT ALL OR ANY PART OF THE PRECEDING SENTENCE IS UNENFORCEABLE WITH RESPECT TO A DISPUTE, CONTROVERSY OR CLAIM THAT OTHERWISE WOULD BE SUBJECT TO ARBITRATION UNDER THIS SECTION, THEN ALL PARTIES AGREE THAT THIS ARBITRATION CLAUSE SHALL NOT APPLY TO THAT DISPUTE, CONTROVERSY OR CLAIM AND THAT SUCH DISPUTE, CONTROVERSY OR CLAIM SHALL BE RESOLVED IN A JUDICIAL PROCEEDING IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS AGREEMENT.

Franchisee and Franchisor agree that, in any arbitration arising as described in this Section, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute.

The provisions of this Section are intended to benefit and bind certain third party non-signatories.

The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

XXXI WAIVER OF PUNITIVE DAMAGES

EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY FRANCHISOR FOR THIRD PARTY CLAIMS UNDER SECTION XIII, FRANCHISOR AND FRANCHISEE (AND ITS OWNERS WAIVE TO THE EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN FRANCHISOR AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

XXXII **WAIVER OF JURY TRIAL**

EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY.

XXXIII **CLASS ACTION BAR AND LIMITATIONS OF CLAIMS**.

THE PARTIES AGREE THAT ANY PROCEEDING WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY PROCEEDING BETWEEN FRANCHISOR AND ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND FRANCHISEE (OR ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER PROCEEDING, (III) JOINED WITH ANY CLAIM OF AN UNAFFILIATED THIRD-PARTY, OR (IV) BROUGHT ON FRANCHISEE'S BEHALF BY ANY ASSOCIATION OR AGENT. NO PREVIOUS COURSE OF DEALING SHALL BE ADMISSIBLE TO EXPLAIN, MODIFY, OR CONTRADICT THE TERMS OF THIS AGREEMENT. NO IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING SHALL BE USED TO ALTER THE EXPRESS TERMS OF THIS AGREEMENT.

EXCEPT FOR CLAIMS ARISING FROM FRANCHISEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNT FRANCHISEE OWES FRANCHISOR OR ITS AFFILIATES, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FRANCHISOR'S RELATIONSHIP WITH FRANCHISEE SHALL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS AGREEMENT WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

XXXIV **COUNTERPARTS**.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The parties agree that scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

XXXV **DEFINITIONS.**

The term "Franchisee" as used in this Agreement shall refer to each person executing this Agreement as Franchisee whether such person is one of the spouses, partners, members, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in Franchisee, and shall apply to each such person as if he/she were the only named Franchisee in this Agreement. If Franchisee is a married couple, both husband and wife executing this Agreement shall be liable for all obligations and duties of Franchisee hereunder as if such spouse were the sole Franchisee hereunder. If Franchisee is a partnership or proprietorship, or if more than one person executes this Agreement as Franchisee, each partner, proprietor or person

executing this Agreement shall be liable for all obligations and duties of Franchisee hereunder. If Franchisee is a trust, each trustee, grantor and beneficiary signing this Agreement shall be liable for all of the obligations and duties of Franchisee hereunder. If Franchisee is a corporation or limited liability company, all shareholders and members executing this Agreement shall be liable for all obligations and duties of Franchisee hereunder as if each such shareholder or member were the sole Franchisee hereunder. If Franchisee is a partnership, limited liability company, trust, or corporation, each of its owners shall concurrently with the execution of this Agreement, execute Franchisor's Owner's Guaranty and Assumption of Franchisee's Obligations attached hereto as Exhibit A, pursuant to which all obligations and duties of Franchisee are guaranteed by such individuals. References in this Agreement to "owner" mean any person holding a direct or indirect ownership interest (whether of record or beneficially) or voting rights in Franchisee (or a transferee of this Agreement and the Franchised Business or an ownership interest in Franchisee), including, without limitation, any person who has a direct or indirect interest in Franchisee (or a transferee), this Agreement, or the Franchised Business and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. Should Franchisee be in breach or default under this Agreement, Franchisor may proceed directly against each such spouse, partner, member, proprietor, signatory to this Agreement, shareholder, trustee, trustor, owner, principal or beneficiary without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, partner, member, proprietor, signatory to this Agreement, shareholder, trustee, trustor or beneficiary. The obligations of Franchisee and each such spouse, partner, member, proprietor, person executing this Agreement, shareholder, trustee, trustor and beneficiary shall be joint and several. Notice to or demand upon one spouse, partner, member, proprietor, person signing this Agreement, shareholder, trustee, trustor, owner, principal or beneficiary shall be deemed notice to or demand upon Franchisee and all such spouses, partners, members, proprietors, persons signing this Agreement, shareholders, trustees, trustors, owners, principals and beneficiaries, and no notice or demand need be made to or upon all such franchisees, spouses, partners, members, proprietors, persons executing this Agreement, shareholders, trustees, trustors, owners, principals or beneficiaries. The cessation of or release from liability of Franchisee or any such spouse, partner, member, proprietor, person executing this Agreement, shareholder, trustee, trustor, owners, principals or beneficiary shall not relieve any other Franchisee, spouse, partner, proprietor, person executing this Agreement, shareholder, trustee, trustor, owner, principal or beneficiary from liability hereunder, except to the extent that the breach or default has been remedied or monies owed have been paid.

XXXVI **ACKNOWLEDGEMENTS.**

A. Franchisee affirms and agrees that Franchisor may sell Franchisor's assets, proprietary marks, or System outright to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leverage buy-out or other economic or financial restructuring; and with regard to any or all of the above sales, assignments or dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of said proprietary marks (or any variation thereof) and/or the loss of association with or identification of Franchisor.

B. Franchisee affirms that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, with Franchisee expressly acknowledging that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

C. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on Franchisee, since Franchisee has other considerable skills, experience and education which afford Franchisee the opportunity to derive income from other endeavors.

THIS AGREEMENT SHALL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF FRANCHISOR.

FRANCHISEE HAS READ ALL OF THE FOREGOING AGREEMENT AND HEREBY ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS THEREOF.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in triplicate the day and year first above written.

FRANCHISOR:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

FRANCHISEE:

_____

By:_____
Name:_____
Its:_____

EXHIBIT A

OWNER'S GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS (this "Guaranty") is given as of _____ by _____
_____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Agreement") by Barkley Ventures Franchising, LLC ("Franchisor"), each of the undersigned hereby personally and unconditionally (1) guarantees to Franchisor, and Franchisor's successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of Paragraphs XIV.A. and XVI.D. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to indebtedness or non-performance of any obligations hereby guaranteed; (4) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned represents and warrants that, if no signature appears below for such undersigned's spouse, such undersigned is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Each of the undersigned consents and agrees that: (l) his direct and immediate liability under this Guaranty shall be joint and several; (2) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement; and (5) at Franchisor's request, the undersigned shall present updated financial information to Franchisor as reasonably necessary to demonstrate his or her ability to satisfy the financial obligations of Franchisee under the Agreement.

The provisions contained in Sections XXIV, XXVII, XXVIII, and XXX of the Agreement shall govern this Guaranty and any dispute between the undersigned and Franchisor, and such provisions are incorporated into this Guaranty by reference.

Each guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such guarantor (or on such guarantor's account) to its owners, accountholders or beneficiaries, for so long as such delinquency exists, subject to applicable law.

EACH GUARANTOR REPRESENTS AND WARRANTS TO FRANCHISOR THAT GUARANTOR HAS READ THIS PERSONAL GUARANTY, AND UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature on the same day and year of the Agreement was executed.

GUARANTOR(S)	PERCENTAGE OWNERSHIP IN FRANCHISEE
By: _____ Address: _____ _____ Email: _____	_____
By: _____ Address: _____ _____ Email: _____	_____
By: _____ Address: _____ _____ Email: _____	_____
By: _____ Address: _____ _____ Email: _____	_____

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the Guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

Name of Guarantor	Name of Guarantor
Name of Guarantor's Spouse	Name of Guarantor's Spouse
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse
Name of Guarantor	Name of Guarantor
Name of Guarantor's Spouse	Name of Guarantor's Spouse
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse

EXHIBIT B

DESIGNATED AREA

The Designated Area will be the geographic area depicted on the attached map:

FRANCHISOR:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

FRANCHISEE:

_____

By:_____
Name:_____
Its:_____

EXHIBIT C
(TO FRANCHISE DISCLOSURE DOCUMENT)

MULTI-UNIT FRANCHISE AGREEMENT

MULTI-UNIT FRANCHISE AGREEMENT BETWEEN

Barkley Ventures Franchising, LLC
3699 N. Dixie Hwy.
Oakland Park, FL 33334
AND

_____
_____
_____
_____

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ADDENDA

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MULTI-UNIT FRANCHISE AGREEMENT

THIS **MULTI-UNIT FRANCHISE AGREEMENT**, is made and entered into as of _____ (the "**Effective Date**"), by and between Barkley Ventures Franchising, LLC, a Delaware limited liability company, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334 ("**we**," "**us**," or "**our**"), and _____, a _____ _____, having its principal place of business at _____ ("**you**" or "**your**"). Capitalized terms are used in this Agreement with the meanings assigned in the Glossary of Terms attached as the **Appendix**.

A. We own a uniform System for the establishment and operation of businesses under the Marks used in connection with the development of canine care facilities offering day care, boarding services, grooming services, training, a specialty retail boutique for dogs, and other products and services authorized by us, under the name Central Bark® and other Marks (each a "**Central Bark Facility**" and more than one, the "**Central Bark Facilities**").

B. We desire to expand and develop the Central Bark brand in the Multi-unit Territory, and you wish to open and operate Central Bark Facilities in the Multi-unit Territory, upon the terms and conditions as set forth in this Agreement.

The parties therefore agree as follows:

ARTICLE 1.
GRANT OF MULTI-UNIT FRANCHISE RIGHT

1.1 Grant of Multi-Unit Franchise Right

(a) Upon the terms and subject to the conditions of this Agreement, we hereby grant to you, and you hereby accept, the right and obligation, during the Term, to open Central Bark Facilities solely at Venues within the Multi-unit Territory. Each Central Bark Facility shall be operated according to the terms of an individual Franchise Agreement. An increase or decrease in the size of the cities, counties or political subdivisions, if any, included within the Multi-unit Territory will have no effect on the Multi-unit Territory as it is described in **Addendum 1**.

(b) No right or license is granted to you hereunder to use any Marks, trade dress or designs owned by us or our Affiliate, such right and license being granted solely pursuant to Franchise Agreements. Nothing in this Agreement will permit you to own or operate a Central Bark Facility, except pursuant to a valid Franchise Agreement. You shall not use the Marks in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without our prior express written approval.

1.2 Exclusivity

(a) During the Term of this Agreement, we and our Affiliates will not operate or grant a license or franchise to any other person to operate Central Bark Facilities at any Venue within the Multi-unit Territory.

(b) Except as provided in **Section 1.2(a)**, we expressly reserve all other rights, including but not limited to the exclusive, unrestricted right, in its discretion, directly and indirectly, through its employees, Affiliates, representatives, licensees, assigns, agents and others:

(i) To use, and to license other persons to use, the Marks and System for the operation of Central Bark Facilities at any location other than in the Multi-unit Territory, regardless of proximity to the Multi-unit Territory, and regardless of whether such other businesses draw customers from the Multi-unit Territory;

(ii) To use, license and franchise the use of trademarks or service marks other than the Marks, whether in alternative channels of distribution or otherwise, at any location, including a location or locations inside of the Multi-unit Territory, in association with operations that are different from Central Bark Facilities;

(iii) To offer Authorized Products and Services, or grant others the right to offer the Authorized Products and Services, whether using the Marks or other trademarks or service marks, through channels of distribution that are different from Central Bark Facilities, including, without limitation, by Internet commerce (e-commerce), mail order or otherwise, regardless of whether it is inside or outside of the Multi-unit Territory;

(iv) To maintain any websites utilizing a domain name incorporating the Marks or derivatives. We retain the sole right to advertise and market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URL's, directory addresses, metatags, linking, advertising, and co-branding and other arrangements;

(v) To establish, operate and allow other to establish and operate businesses that may offer products and services which are identical or similar to the products and services offered by Central Bark Facilities, under trade names, trademarks, service marks and commercial symbols which are different from the Marks at any location (including in the Multi-unit Territory);

(vi) To operate or grant any third party the right to operate any Central Bark Facility that we or our designee acquire as a result of the exercise of a right of first refusal or purchase right that we have under this Agreement or any Franchise Agreement, including inside the Multi-unit Territory;

(vii) To acquire, merge, or combine with businesses that are the same as or similar to Central Bark Facilities and operate such businesses regardless of where such businesses are located, including inside the Multi-unit Territory, and to be acquired by any third party which operates businesses that are the same as, or similar to, Central Bark Facilities, regardless of where such businesses are located, including inside the Multi-unit Territory; and.

(viii) To engage in any activities not expressly prohibited under this Agreement.

ARTICLE 2.
FRANCHISEE'S DEVELOPMENT OBLIGATION

2.1 Development Obligation

Within each Development Period specified in **Addendum 2** (the "**Development Schedule**"), you must construct, equip, open and thereafter continue to operate at, and only at, locations within the Multi-unit Territory, not less than the cumulative number of Central Bark Facilities required by the Development Obligation for that Development Period. The Development Obligation is not our representation, express or implied, that the Multi-unit Territory can support, or that there are or will be sufficient sites for, the

number of Central Bark Facilities specified in the Development Schedule, or during any particular Development Period.

2.2 Timing of Execution of Franchise Agreements

Simultaneously with signing this Agreement, you or an approved Affiliate must sign and deliver to us a Franchise Agreement and related documents for the first Central Bark Facility you are obligated to acquire under this Agreement. You or your approved Affiliate must thereafter open and operate a Central Bark Facility according to the terms of that Franchise Agreement. Thereafter, subject to **Article 6**, for each additional Central Bark Facility you must open and operate under the Development Schedule, notwithstanding anything to the contrary contained herein, on or before the date which is 240 days before the end of each Development Period, you or an approved Affiliate must have executed (in accordance with this Agreement) our then-current form of Franchise Agreement and related documents, the terms of which, except as provided hereunder, may differ substantially from the terms contained in the Franchise Agreement in effect on the Effective Date, and paid the required Initial Franchise Fee due under such Franchise Agreement. Notwithstanding anything to the contrary in this Agreement, the royalty fee due under each Franchise Agreement you enter into pursuant to this Agreement will not exceed six percent (6%) of Gross Sales (as that term is defined in the Franchise Agreement).

2.3 You May Not Exceed The Development Obligation

Unless we shall otherwise consent in writing, you may not construct, equip, open and operate more than the total number of Central Bark Facilities comprising the Development Obligation.

2.4 Business Plan and Reporting

Within 60 days after the Effective Date, you must prepare and give us a business plan including a projected schedule for Central Bark Facility development and detailed cost and revenue projections for your activities under this Agreement. Within 60 days after the start of each calendar year during the Term, you must update the business plan to cover both actual results for the previous year and projections for the then current year. You acknowledge and agree that while we may review and provide comments on the business plan and any updates you submit to us, regardless of whether we approve, disapprove, require revisions, or provide other comments with respect to the business plan or any updated business plan, we take no responsibility for and make no guarantees or representations, expressed or implied, with respect to your ability to meet the business plan or to achieve the results set forth therein. You bear the entire responsibility for achievement of the business plan you develop.

Within 7 days after the end of each month during the Term, you must send us a report of your business activities during that month, including information about your efforts to find sites for Central Bark Facilities in the Multi-unit Territory and the status of development and projecting openings for each Central Bark Facility under development in the Multi-unit Territory. We may request further information about your development plans, and you agree to provide us such information upon request.

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe from time to time. You further agree to deliver to us such additional financial records, including profit and loss statements, operating statements, cash flow statements, statistical reports, bank activity reports, tax records, and such other records we request, at the intervals and in the format we specify from time to time.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports. You agree to preserve and maintain all records in a secure location at your business for at least three years, or such longer period as may be required by applicable law (including sales checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers).

Further, at our request, you will provide current financial information for your owners and guarantors sufficient to demonstrate such owners' and guarantors' ability to satisfy their financial obligations under their individual guarantees.

2.5 Liquidity

We have granted you the Development Obligation based, in part, on your representations to us regarding, and our assessment of, your liquidity as of the Effective Date. You will ensure that, throughout the Term, you will maintain sufficient liquidity to meet your obligations under this Agreement. We reserve the right to establish and modify specific liquidity thresholds from time to time, and you agree to comply with such minimum liquidity requirements that we reasonably impose.

ARTICLE 3.
TERM OF MULTI-UNIT FRANCHISE AGREEMENT

3.1 Term

The term of this Agreement commences on the Effective Date and will continue until the earlier of the following: (a) the last day of the last Development Period; or (b) the date of execution of the Franchise Agreement granting you the right to open the last Central Bark Facility necessary for you to fully satisfy the Development Obligation (the "**Term**").

ARTICLE 4.
PAYMENTS BY YOU

4.1 Multi-Unit Rights Fee

In addition to paying the Initial Franchise Fee (defined below) due under the first Franchise Agreement we enter into pursuant to this Agreement, concurrently with the execution of this Agreement, you must pay to us the Multi-unit Rights Fee. "**Multi-unit Rights Fee**" means the sum of Five Thousand Dollars ($5,000.00) for each Central Bark Facility to be opened and operated by you pursuant to the Development Obligation, less the first Central Bark Facility for which you and we sign a Franchise Agreement concurrently herewith. We will apply the Multi-unit Rights Fee as a credit against the Initial Franchise Fee due under each Franchise Agreement (subsequent to the first Franchise Agreement) which you or your approved Affiliate(s) execute pursuant to this Agreement in increments of $5,000. The Multi-unit Rights Fee is fully earned by us when you and we sign this Agreement and is nonrefundable.

4.2 Initial Franchise Fees

The initial franchise fee for the first Central Bark Facility that you will develop pursuant to the Development Obligation will be Forty-Nine Thousand Dollars ($49,000); for each additional Central Bark Facility developed by you pursuant to the Development Obligation, you will pay a reduced initial franchise fee of Thirty-One Thousand Dollars ($31,000) (against which amount we will credit the Multi-unit Rights Fee in $5,000 increments) (collectively, the "**Initial Franchise Fee**"). The Initial Franchise Fee must be paid in full upon execution by you of each Franchise Agreement entered into pursuant to this Agreement.

ARTICLE 5.
ADDITIONAL COVENANTS

5.1 Initial Training

Under the first two Franchise Agreements we and you (or your approved Affiliates) enter into under this Agreement, we will provide initial training for up to two (2) people for you. If you are a Business Entity, we may require the trainees to include your Operating Principal, Owners, officers or representative selected by you and acceptable to, and approved by us. We shall pay no compensation for any services performed by you or your trainees in connection with the initial training course. The initial training course is more fully described in the Franchise Agreement. Other than the initial training course under the first two Franchise Agreement entered into hereunder, there shall be no additional training required for, or offered to, you or your approved Affiliate(s) under the third and subsequent Franchise Agreements signed by you or your approved Affiliates. You shall pay all lodging, travel and meals, personal expenses, salary and living expenses incurred by you, your Operating Principal, Owners, officers or representative and/or other persons attending the training with you.

5.2 Opening Assistance

Under the first two Franchise Agreements we and you (or your approved Affiliates) enter into under this Agreement, we will provide supervisory assistance and guidance in connection with the opening and initial operation of the Central Bark Facilities opened thereunder for a period of five (5) days commencing at least two (2) days prior opening such Central Bark Facilities. The opening assistance is more fully described in the Franchise Agreement. We are not obligated to provide such opening assistance under the third and subsequent Franchise Agreements signed by you or your approved Affiliate(s).

ARTICLE 6.
EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Execution of Lease; Opening

You may not execute any lease or purchase agreement for any Central Bark Facility until after we have delivered to you a fully-executed Franchise Agreement applicable to such Central Bark Facility. After our delivery to you of the fully-executed Franchise Agreement, your obligations to locate, lease, and construct the Central Bark Facility will be governed by the timelines stated in that Franchise Agreement, except that the deadline for opening and commencing operation of the Central Bark Facility will be the last day of the applicable Development Period.

6.2 Conditions Precedent to our Obligations

Your right to enter into Franchise Agreements for, and to open and operate, each and every Central Bark Facility is conditioned upon your having satisfied all of the following conditions precedent:

(a) You must have fully performed all of your obligations under this Agreement and all Franchise Agreements and other written agreements between us and you, and must not be in default of any of your obligations to us or any of our Affiliates, to any of your landlords, or to any federal, state, county or municipal agency.

(b) You must have demonstrated to us, in our discretion, your financial and other capacity to perform the obligations stated in the proposed new Franchise Agreement. In determining if you are financially or otherwise capable, we will apply the same criteria to you as they apply to prospective multi-unit franchisees at that time.

(c) The cumulative number of Central Bark Facilities in the Multi-unit Territory required by the Development Obligation stated in the Development Schedule must continue to be in operation as of the end of the immediately preceding Development Period.

ARTICLE 7.
ASSIGNMENT AND SUBFRANCHISING

7.1 Assignment by Us

We may transfer or assign all or any part of our rights or obligations under this Agreement to any person or legal entity without limitation.

7.2 No Subfranchising by You

You shall not offer, sell, or negotiate the sale of "Central Bark" franchises to any third party, either in your own name or in the name and/or on behalf of us, or otherwise subfranchise, subcontract, sublicense, share, divide or partition this Agreement.

7.3 Assignment by You

(a) This Agreement has been entered into by us in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence that we have in you. Therefore, subject to our right of first refusal pursuant to **Section 7.3(d)** of this Agreement, neither your interest in this Agreement nor any of your rights or privileges hereunder shall be assigned or transferred, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise ("**Assignment**"), in any manner without our prior written consent, which consent may be withheld for any reason whatsoever.

(b) You shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever without our prior express written consent. To the extent that the foregoing prohibition may be ineffective under Applicable Law, you shall provide not less than ten (10) days prior written notice to us (which notice shall contain the name and address of the secured party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

(c) We may consider, and you will provide or assist us in compiling, any information we deem necessary or appropriate in connection with our assessment of a proposed Assignment. If we elect to approve a proposed Assignment, we may, at our discretion, condition our approval in any manner we deem necessary and appropriate to protect the Central Bark brand and our interests in the System and this Agreement, including any of the following (each of which you agree is reasonable):

(i) you and any person or entity obligated under this Agreement or Guaranty must be in compliance with your or its obligations;

(ii) you and the proposed assignee and its owners (if the assignee is a Business Entity) must provide all information and documents we request regarding the Assignment and the proposed assignee and its owners or Affiliates;

(iii) you must provide us with executed versions of any relevant documents to effect the Assignment, and all other information we request about the proposed Assignment;

(iv) if you or the transferor offer the assignee financing for any part of the

purchase price, all of the assignee's obligations under promissory notes, agreements, or security interests reserved in the Development Obligation must be subordinate to the assignee's obligation to pay all amounts due to us, our Affiliates, and third party vendors and otherwise agree to comply with this Agreement (or any applicable Franchise Agreement with us);

(v) you (and your owner(s)) must sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;

(vi) you (and your transferring owner(s)) (and your or their immediate family members) must sign a non-competition covenant in favor of us, commencing on the effective date of the Assignment;

(vii) you must pay all amounts owed to us, our Affiliates, and third-party vendors and must have submitted all required reports and statements under this Agreement and any Franchise Agreement with us;

(viii) you and your owners must not have violated any provision of this Agreement or any other agreement with us or our Affiliates during both the 60-day period before you requested our consent to the Assignment and the period between your request and the effective date of the Assignment;

(ix) the assignee, at our request, must sign our then-current form of multi-unit franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement;

(x) you must pay or cause to be paid to us an Assignment fee in an amount equal to $2,500 per Franchise Agreement not yet signed that is required to meet the Development Obligation; and

(xi) the Assignment of this Agreement must not be made separate and apart from the Assignment to the same assignee of all Franchise Agreements that were signed pursuant to this Agreement.

(d) Your written request for consent to any Assignment must be accompanied by an offer to us of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that we may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by us reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that you shall make representations and warranties to us customary for transactions of the type proposed (the "**Purchase Option**"). If we elect to exercise the Purchase Option, we or our designee, as applicable, shall send written notice of such election to you within thirty (30) days of our receipt of your request. If we accept such offer, the closing of the transaction shall occur within one hundred twenty (120) days following the date of our acceptance. Any material change in the terms of an offer prior to closing or the failure to close the transaction within one hundred twenty (120) days following the written notice provided by you shall cause it to be deemed a new offer, subject to the same right of first refusal by us, or its third-party designee, as in the case of the initial offer. Our failure to exercise such option shall not constitute consent to the transfer or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer.

(e) If you are a Business Entity, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of twenty percent (20%) or more in the aggregate, whether in one (1) or more transactions, of your Equity or voting power, by operation of law or otherwise or any other event(s) or transaction(s); (ii) your issuance of any securities which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning eighty percent (80%) or less of the outstanding Equity or voting power of the Business Entity; (iii) if you are a Partnership, the withdrawal, resignation, removal, death or legal incapacity of a general partner or of any limited partner owning twenty percent (20%) or more of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (iv) the death or legal incapacity of any Owner owning twenty percent (20%) or more of the Equity or voting power of the Business Entity; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of the Business Entity, however effected.

(f) Written information used to raise or secure funds can reflect upon us and the System. You agree to submit any written information intended to be used for that purpose to us before inclusion in any registration statement, prospectus or similar offering memorandum. Should we object to any reference to us or our Affiliates or any of our business in the offering literature or prospectus, the literature or prospectus shall not be used until our objections are addressed to our satisfaction or withdrawn. You may not engage in a public offering of securities without our prior written consent.

ARTICLE 8.
NON-COMPETITION; CONFIDENTIALITY

8.1 Non-Competition

(a) During the Term, you agree not to (and to cause each Restricted Person not to), in any capacity, either directly or indirectly: (i) engage in any Competitive Activity, at any location, whether within or outside the Multi-unit Territory; or (ii) divert or attempt to divert any business or any customers of Central Bark Facilities to any other person or Business Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

(b) To the extent permitted by Applicable Law, upon the expiration or termination of this Agreement, or if you make an Assignment, or if any Restricted Person's relationship with you shall cease, then for a period of two (2) years thereafter, you agree not to (and to cause each such Restricted Person not to), (i) either directly or indirectly, engage in any Competitive Activities within the Multi-unit Territory or within ten (10) miles of any Central Bark Facility then existing; or (ii) divert or attempt to divert any business or any customers of Central Bark Facilities to any other person or Business Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

(c) The parties have attempted in **Sections 8.1(a)** and **8.1(b)** of this Agreement above to limit your right to compete only to the extent necessary to protect us from unfair competition. The parties hereby expressly agree that if the scope or enforceability of **Section 8.1(a)** or **8.1(b)** of this Agreement is disputed at any time by you, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, we reserve the right to reduce the scope of either, or both, of said provisions without your consent, at any time or times, effective immediately upon notice to you. Any period of time specified in this Article 9 will be tolled and suspended for any period of time during which you are in violation of any restrictive covenant of this Agreement or any other agreement with us.

8.2 Confidentiality

(a) You and your Owners and personnel may from time to time be provided and/or have access to certain confidential information, some of which constitutes trade secrets under Applicable Law (the "**Confidential Information**"), relating to the development and operation of Central Bark Facilities, whether or not marked confidential, including (without limitation): (1) site and premises selection criteria; (2) training and operations materials and manuals, including, without limitation, the Operating Manual; (3) the System Standards (as defined in the Franchise Agreement) and other plans, methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating Central Bark Facilities; (4) market research, promotional, marketing and advertising programs for Central Bark Facilities; (5) knowledge of specifications for, and suppliers of, Operating Assets (as defined in the Franchise Agreement) and other products, materials, supplies equipment and furnishings; (6) any computer software or similar technology which is proprietary to us, our Affiliates, or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; (7) knowledge of the operating results and financial performance of Central Bark Facilities, other than your Central Bark Facilities; and (8) information generated by, or used or developed in, your development of Central Bark Facilities hereunder.

(b) All Confidential Information furnished to you by us or on our behalf, whether orally or by means of written material (i) shall be deemed proprietary, (ii) shall be held by you in strict confidence, (iii) shall not be copied, disclosed or revealed to or shared with any other person except to your employees or contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than your obligations hereunder, or to individuals or entities specifically authorized by us in advance, and (iv) shall not be used in connection with any other business or capacity. You will not acquire any interest in Confidential Information other than the right to use it as we specify in furtherance of the Development Obligation during this Agreement's term. You agree to adopt and implement reasonable procedures to prevent unauthorized access, use or disclosure of the Confidential Information, including by establishing reasonable security and access measures and restricting its disclosure to key personnel. We may require you to have your employees and contractors execute individual undertakings and shall have the right to regulate the form of and to be a party to or third-party beneficiary under any such agreements. You acknowledge that any form of agreement that we require you to use, provide to you, or regulate the terms of may or may not be enforceable in a particular jurisdiction. You agree that you are solely responsible for obtaining your own professional advice with respect to the adequacy of the terms and provisions of any agreement that your employees and contractors sign.

(c) You acknowledge and agree that, as between we and you, we are the sole owner of all right, title, and interest in and to the System and any Confidential Information. All improvements, developments, derivative works, enhancements, or modifications to the System and any Confidential Information (collectively, "**Innovations**") made or created by you, your employees or your contractors, whether developed separately or in conjunction with us, shall be owned solely by us. You represent, warrant, and covenant that your employees and contractors are bound by written agreements assigning all rights in and to any Innovations developed or created by them to you. To the extent that you, your employees or your contractors are deemed to have any interest in such Innovations, you hereby agree to assign, and do assign, all right, title and interest in and to such Innovations to us. To that end, you shall execute, verify, and deliver such documents (including, without limitation, assignments) and perform such other acts (including appearances as a witness) as we may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof. Your obligation to assist us with respect to such ownership rights shall continue beyond the expiration or termination of this Agreement. In the event we are unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified

in this **Section 8.2**, you hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest and is irrevocable, to act for and on your behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this **Section 8.2** with the same legal force and effect as if executed by you. The obligations of this **Section 8.2** shall survive any expiration or termination of the Agreement.

(d) Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known through publication or communication by others (without violation an obligation to us or our Affiliates); or which, after we disclose it to you, lawfully becomes generally known through publication or communication by others (without violating an obligation to us or our Affiliates). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled. Notwithstanding anything to the contrary contained in this Agreement and provided you shall have obtained our prior written consent, which shall not be unreasonably withheld, the restrictions on your disclosure and use of Confidential Information shall not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent that you are legally compelled to disclose such information, provided you shall have used your best efforts and afforded us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be disclosed.

8.3 Specific Performance

In view of the importance of the Marks and the incalculable and irreparable harm that would result to the parties in the event of a Default under this **Article 8**, the parties agree that each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity.

ARTICLE 9.
TERMINATION

9.1 Termination Pursuant to a Default of this Agreement

(a) Subject to Applicable Law to the contrary, we may terminate this Agreement, effective upon delivery of written notice to you, upon your Default.

(b) The term "**Default**," as used herein, includes the following:

(i) Any Assignment or attempted Assignment in violation of the terms of **Section 7.2 or 7.3** of this Agreement, or without the written consents required pursuant to this Agreement; provided, however, (1) upon prompt written request following the death or legal incapacity of a Franchisee who is an individual, we shall allow a period of up to sixty (60) days after such death or legal incapacity for his or her heirs, personal representatives, or conservators (the "**Heirs**") to seek and obtain our consent to the Assignment of his or her rights and interests in this Agreement to the Heirs or to another person acceptable to us; or (2) upon prompt written request following the death or legal incapacity of an Owner of a Franchisee which is an Business Entity, directly or indirectly, owning twenty percent (20%) or more of the Equity or voting power of Franchisee, we shall allow a period of up to sixty (60) days after such death or legal incapacity for his or her Heir(s) to seek and obtain our consent to the Assignment of such Equity to the Heir(s) or to another person or persons acceptable to us. If, within said sixty (60) day period, said

Heir(s) fail to receive or attempt to receive our consent, then this Agreement shall immediately terminate at our election.

(ii) Your failure to satisfy the Development Obligation within the Development Periods set forth herein.

(iii) Your or your Affiliates failure to pay any amounts due to us or our Affiliates (including, but not limited to, the Initial Franchise Fee or Royalty Fees) in a timely manner as required by this Agreement or any Franchise Agreement signed by you or your Affiliates, which failure you do not cure within ten (10) days after we deliver written notice of such failure to you.

(iv) Your opening of any Central Bark Facility in the Multi-unit Territory except in strict accordance with the procedures set forth in **Article 7** of this Agreement.

(v) Your failure to comply fully with the requirements of **Article 8** of this Agreement.

(vi) your (or any of your Owners' of Affiliates') (a) failure on three (3) or more separate occasions within any 12 consecutive month period to comply with any provision of this Agreement or (b) failure on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, in either case, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you.

(vii) your (or any of your Owners') (a) filing of a petition in bankruptcy or the filing of a petition in bankruptcy against you; (b) making an assignment for the benefit of creditors or admitting in writing your insolvency or inability to pay your debts generally as they become due; (c) your consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; or (d) attachment, seizure, subjection to a writ or distress warrant, or levying upon a Central Bark Facility developed hereunder, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days.

(viii) your (or any of your Owners') failure to comply with any other provision of this Agreement which default remains uncured within 30 days after we deliver written notice of the failure to you.

(ix) your (or your Owners) or your approved Affiliates' default under any other agreement between you and us or any of our Affiliates, including any Franchise Agreement executed pursuant hereto, and fail to cure such default within the given cure period, if any.

9.2 Effect of Expiration

Following the expiration of the Term, or the sooner termination of this Agreement: (a) you will have no further right to construct, equip, own, open or operate additional Central Bark Facilities which are not, at the time of such termination or expiration, the subject of a then-existing Franchise Agreement between you and us which is then in full force and effect; and (b) we or our Affiliates may thereafter construct, equip, open, own or operate, and license others to (or grant development rights to) construct, equip, open, own or operate Central Bark Facilities at any location(s) (within or outside of the Multi-unit Territory), without any restriction, subject only to any Designated Area (as defined in the Franchise Agreement) rights granted for any then-existing Central Bark Facility pursuant to a validly existing Franchise Agreement executed for such Central Bark Facility.

All of our and your (and your Owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire, including, without limitation, all obligations relating to indemnification.

ARTICLE 10.
GENERAL CONDITIONS AND PROVISIONS

10.1 Independent Contractor

This Agreement does not constitute you as an agent, legal representative, joint venturer, partner, member, employee, or servant of us for any purpose whatsoever; and it is understood between the parties hereto that you shall be an independent contractor and are in no way authorized to make any contract, agreement, warranty or representation on behalf of us, or to create any obligation, express or implied, on behalf of us. No employee of you shall be deemed to be an employee of us. We shall not have the power to hire or fire your employees and, except as herein expressly provided, we may not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over your business.

10.2 Indemnity by You

You agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective Owners, directors, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the operation of the business you conduct under this Agreement or your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our intentional misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may control the defense of any claim against it at your expense (including choosing and retaining its own legal counsel) and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this paragraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this paragraph. The obligations of this **Section 10.2** shall survive any expiration or termination of the Agreement.

10.3 Waiver and Delay

No waiver by us of any Default or Defaults, or series of Defaults in performance by you, and no failure, refusal or neglect of ours to exercise any right, power or option given to us hereunder or under any Franchise Agreement or other agreement between the parties, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to Central Bark Facilities), or to insist upon strict compliance with or performance of your obligations under this Agreement or any Franchise Agreement or other agreement between the parties, whether entered into before, after or

contemporaneously with the execution hereof (and whether or not related to Central Bark Facilities), shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by us of our right at any time thereafter to require exact and strict compliance with the provisions thereof.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, Rhode Island, South Dakota, Virginia, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10.4 Survival of Covenants

The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

10.5 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of our successors and assigns and shall be binding upon and inure to the benefit of you and your respective heirs, executors, administrators, successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

10.6 Joint and Several Liability

If you consist of more than one person or Business Entity, or a combination thereof, the obligations and liabilities of each such person or Business Entity to us are joint and several, and such person(s) or Entities shall be deemed to be a general partnership.

10.7 Governing Law

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT OR ANY RELATED AGREEMENT, THE DEVELOPMENT OBLIGATION, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US (OR ANY OF OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND YOU (OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH.

10.8 Consent to Jurisdiction

SUBJECT TO SECTION 10.16 AND THE PROVISIONS BELOW, WE AND YOU (AND EACH OF YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR ANY RELATED AGREEMENTS, OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN US (OR ANY OF OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND YOU (OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) MUST BE COMMENCED EXCLUSIVELY IN THE STATE OR FEDERAL COURT WHICH IS CLOSEST TO WHERE OUR OR, AS APPLICABLE, OUR SUCCESSORS OR ASSIGN'S PRINCIPAL OFFICE THEN IS LOCATED (CURRENTLY LOCATED IN OAKLAND PARK, FLORIDA), AND WE AND YOU (AND EACH OF YOUR OWNERS) IRREVOCABLY CONSENTS TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR FORUM IN THOSE COURTS. NONETHELESS, WE AND YOU (AND EACH OF YOUR OWNERS) AGREE THAT WE AND YOU (AND EACH OF YOUR OWNERS) MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE MULTI-UNIT TERRITORY IS LOCATED.

10.9 Titles for Convenience

Article and paragraph titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

10.10 Gender and Construction

The terms of all Addendums hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval, acceptance or authorization of ours which you may be required to obtain hereunder may be given or withheld by us in our sole discretion, and on any occasion where we are required or permitted hereunder to make any judgment, determination or use our discretion, including any decision as to whether any condition or circumstance meets our standards or satisfaction, we may do so in our sole subjective judgment and discretion. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. The parties intend that if any provision of this Agreement is susceptible to two (2) or more constructions, one (1) of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

10.11 Severability, Modification

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid

or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

10.12 Entire Agreement

This Agreement and the Addendums incorporated herein contain all of the terms and conditions agreed upon by the parties hereto concerning the subject matter hereof. No other agreements concerning the subject matter hereof, written or oral, shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations, are merged herein and superseded hereby. You represent that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained herein. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this Agreement, the Franchise Agreement, or any related agreement shall be deemed a waiver of your reliance on any representations made by us in the FDD.

10.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties agree that scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

10.14 Fees and Expenses

Should any party hereto commence any action or proceeding for the purpose of enforcing, or preventing the Default of, any provision hereof, whether by arbitration, judicial or quasi-judicial action or otherwise, or for damages for any alleged Default of any provision hereof, or for a declaration of such party's rights or obligations hereunder, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees for the services rendered to such prevailing party. In the event of a Default by you, all of our costs and expenses arising from such Default, including reasonable legal fees and reasonable hourly charges of our administrative employees shall be paid to us by you within five (5) days after cure or upon demand by us if such Default is not cured.

10.15 Notices

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered at the time delivered by hand; one (1) business day after transmission by electronic mail or comparable electronic system; one (1) business day after being placed in the hands of a nationally recognized commercial carrier service for next business day delivery; or three (3) business days after placement in the mail by registered or certified mail, return receipt requested, postage prepaid, to the address set forth in the first paragraph of this Agreement, other future addresses advised by a party in writing. Any required payment or report which we do not actually receive at the correct address during regular business hours on the due date (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

10.16 Arbitration

We and you agree that all controversies, disputes, or claims between us or our Affiliates, and our and their respective Owners, officers, directors, agents, and employees, on the one hand, and you and your

Affiliates, and your and their Owners, guarantors, affiliates, and employees, on the other hand, arising out of or related to:

1. this Agreement or any other agreement between us (or any of our Affiliates) and you (or any of your Affiliates, or your and their owners);

2. Our relationship with you; or

3. the scope or validity of this Agreement or any other agreement between us (or any of our owners) and you (or any of your Affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section, which we and you acknowledge is to be determined by an arbitrator, not a court);

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("**AAA**"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within fifty (50) miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently, Oakland Park, Florida). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including, without limitation, money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). Further, at the conclusion of the arbitration, the arbitrator shall award to the prevailing party its attorneys' fees and costs.

We and you agree to be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either us or you.

WE AND YOU AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU AND YOUR AFFILIATES, AND YOUR AND THEIR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES, ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS; (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING; (III) JOINED WITH ANY SEPARATE CLAIM OF AN UNAFFILIATED THIRD-PARTY; OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT. NOTWITHSTANDING THE FOREGOING, IF ANY COURT OR ARBITRATOR DETERMINES THAT ALL OR ANY PART OF THE PRECEDING SENTENCE IS UNENFORCEABLE WITH RESPECT TO A DISPUTE, CONTROVERSY OR CLAIM THAT OTHERWISE WOULD BE SUBJECT TO ARBITRATION UNDER THIS SECTION, THEN ALL PARTIES AGREE THAT THIS ARBITRATION CLAUSE SHALL NOT APPLY TO THAT DISPUTE, CONTROVERSY OR

CLAIM AND THAT SUCH DISPUTE, CONTROVERSY OR CLAIM SHALL BE RESOLVED IN A JUDICIAL PROCEEDING IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS AGREEMENT.

You and we agree that, in any arbitration arising as described in this Section, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute.

The provisions of this Section are intended to benefit and bind certain third party non-signatories.

The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

10.17 Waiver of Jury Trial

Each party irrevocably waives trial by jury in any action or proceeding brought by either party.

10.18 Class Action Bar

WE AND YOU AGREE THAT ANY PROCEEDING OR ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY ARBITRATION OR OTHER PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU AND YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES, ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS; (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION OR PROCEEDING; (III) JOINED WITH ANY SEPARATE CLAIM OF AN UNAFFILIATED THIRD-PARTY; OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT. NOTWITHSTANDING THE FOREGOING, IF ANY COURT OR ARBITRATOR DETERMINES THAT ALL OR ANY PART OF THE PRECEDING SENTENCE IS UNENFORCEABLE WITH RESPECT TO A DISPUTE, CONTROVERSY OR CLAIM THAT OTHERWISE WOULD BE SUBJECT TO ARBITRATION UNDER SECTION 10.16, THEN ALL PARTIES AGREE THAT THIS ARBITRATION CLAUSE SHALL NOT APPLY TO THAT DISPUTE, CONTROVERSY OR CLAIM AND THAT SUCH DISPUTE, CONTROVERSY OR CLAIM SHALL BE RESOLVED IN A JUDICIAL PROCEEDING IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS AGREEMENT.

10.19 Lawful Attorney

Notwithstanding anything otherwise contained in this Agreement, if you do not execute and deliver any documents or other assurances so required of you pursuant to this Agreement or if we take over the management or operation of the business operated hereunder on your behalf for any reason, you hereby irrevocably appoint us as your lawful attorney with full power and authority, to execute and deliver in your name any such documents and assurances, and to manage or operate the business on your behalf, and to do all other acts and things, all in such discretion as we may desire, and you hereby agree to ratify and confirm all of our acts as your lawful attorney and to indemnify and save us harmless from all claims, liabilities, losses, or damages suffered in so doing. You also hereby appoint us as your attorney-in-fact to receive and

inspect your sales and other tax records and hereby authorize all tax authorities to provide such information to us for all tax periods during the Term.

ARTICLE 11.
SUBMISSION OF AGREEMENT

11.1 General

The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by the parties.

ARTICLE 12.
FRANCHISEE

12.1 Business Entity Franchisee Information

If you are a Business Entity, you agree and represent that you will have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and are and will, throughout this Term, remain validly existing and in good standing under the laws of the state of your formation. You represent and warrant that the information set forth in **Addendum 3** which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. You shall notify us in writing within ten (10) days of any change in the information set forth in **Addendum 3**, and shall submit to us a revised **Addendum 3**, which shall be certified by you as true, correct and complete and upon acceptance thereof by us shall be annexed to this Agreement as **Addendum 3**. You promptly shall provide such additional information as we may from time to time request concerning all persons who may have any direct or indirect financial interest in your Business Entity, including providing copies of all amendments to your "Business Entity Documents" as defined in **Addendum 3**. You shall conduct no business other than the business contemplated hereunder and under any currently effective Franchise Agreement between the parties. Your Business Entity Documents shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in this Agreement and any Franchise Agreement executed pursuant hereto.

If you are a Business Entity, each of your direct and indirect owners with a twenty percent (20%) or more ownership interest in you during the Term, and their spouses, will execute a guaranty in the form we prescribe undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Our current form of guaranty is attached herein as **Addendum 4**. We confirm that a spouse who signs **Addendum 4** solely in his or her capacity as a spouse (and not as an owner) is signing that agreement merely to acknowledge and consent to the execution of the guaranty by his or her spouse and to bind the assets of the marital estate as described therein and for no other purpose (including, to bind the spouse's own separate property).

12.2 Operating Principal

If you are a Business Entity, you shall at all times have appointed an Operating Principal acceptable to us. The Operating Principal must be an owner of the Business Entity and shall be principally responsible for communicating and coordinating with us regarding business, operational and other ongoing matters concerning this Agreement and Central Bark Facilities developed pursuant hereto. The Operating Principal shall have the full authority to act on your behalf in regard to performing, administering or amending this Agreement and all Franchise Agreements executed pursuant hereto. We may, but are not required to, deal exclusively with the Operating Principal in such regards unless and until our actual receipt of written notice from you of the appointment of a successor Operating Principal, who shall have been accepted by us.

12.3 Business Practices

(a) You represent and warrant that neither you nor any of your Owners conduct any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act ("**Patriot Act**") and any amendments or successors thereto.

(b) Neither you nor any of your Owners or the employees of either of them is named as a "Specially Designated Nationals" or "Blocked Persons" as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control (currently, this list is published under the internet website address www.treasury.gov/offices/enforcement/ofac/); and that you are neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo, nor do you or any of your Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo. You agree to notify us in writing immediately of the occurrence of any event, which renders the foregoing representations and warranties of this paragraph incorrect.

(c) You represent that you understand and have been advised by legal counsel on the requirements of the applicable laws referred to above, including the United States Foreign Corrupt Practices Act, any local foreign corrupt practices laws and the Patriot Act, and hereby acknowledges the importance to us, the System and the parties' relationship of their respective compliance with any requirement to report or provide access to information to us or any government, that is made part of Applicable Law. You shall take all reasonable steps to require your consultants, agents and employees comply with such laws prior to engaging or employing any such persons.

12.4 True and Accurate Information

You affirm that all information set forth in any and all applications, financial statements and submissions to us are true, complete and accurate in all respects, with you expressly acknowledging that we are relying upon the truthfulness, completeness and accuracy of such information.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

Barkley Ventures Franchising, LLC	You: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

APPENDIX

GLOSSARY OF TERMS

AAA: Defined in **Section 10.16**.

Affiliate: A Business Entity that controls, is controlled by, or is under common control with another party, including but not limited to parent, subsidiary or affiliated companies.

Applicable Law: means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, including all labor, immigration, disability, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

Assignment: Defined in **Section 7.3(a)**.

Authorized Products and Services: The specific products and services that we periodically specify in the Operating Manual, or as we otherwise direct in writing, for sale at Central Bark Facilities.

Business Entity: A corporation, a general or limited Partnership, a limited liability company, or another legal entity.

Competitive Activities: To own (as a disclosed or beneficial owner), operate, lend to, advise, be employed by, or have any direct or indirect financial interest in any business (other than a Central Bark Facility operated under a Franchise Agreement with us) operating, or granting franchises or licenses to others to operate: (i) a facility offering day care, boarding, grooming, or training for canines, or any other related canine services, or (ii) a retail facility whose gross receipts from the sale of canine related products represent, at any time, at least 10% of the business' total gross receipts.

Default: Any breach of, or failure to comply with, any of the terms or conditions of an agreement.

Development Period: Each of the time periods indicated on **Addendum 2** during which Franchisee has the right and obligation to construct, equip, open and thereafter continue to operate Central Bark Facilities in accordance with the Development Obligation.

Development Obligation: The Franchisee's right and obligation to construct, equip, open and thereafter continue to operate at sites within the Multi-unit Territory the cumulative number of Central Bark Facilities in **Addendum 2** within each Development Period and, if applicable, within the geographic areas specified therein.

Equity: Capital stock, membership interests, Partnership Rights or other equity ownership interests of a Business Entity.

Franchise Agreement: The form of agreement we use to grant to Franchisee the right to own and operate a single Central Bark Facility in the Multi-unit Territory, including all exhibits, riders, guarantees or other related instruments, all as amended from time to time.

Governmental Authority: All federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

Initial Franchise Fee: Defined in **Section 4.2**.

Operating Manual: The primary source of information regarding the System and the construction and operation of a Central Bark Facility, which includes our operations and training manuals, and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by us as in effect and amended from time to time.

Marks: Certain trade names, service marks, trademarks, logos, emblems, and other indicia of origin, including but not limited to the mark "CENTRAL BARK®" and such other trade names, service marks, trademarks, copyrights, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress (including designs and specifications and the motif, decor, and color combinations for a Central Bark Facility), and all other visual identification, as are now designated, and may hereafter be designated by Central Bark, for use in connection with the System.

Multi-unit Territory: The geographic area defined or identified in **Addendum 1**, attached hereto.

Operating Principal: President, manager or authorized representative, who is an Owner of Franchisee, and accepted by us (and until subsequently disapproved by us), to serve as the authorized representative of Franchisee, who Franchisee acknowledges and agrees shall act as Franchisee's representative, and shall have the authority to act on behalf of Franchisee during the Term.

Owner: Any direct or indirect shareholder, member, general or limited partner, trustee, or other Equity owner of an Business Entity, except, that if we or any of our Affiliates have any ownership interest in Franchisee, the term "Owner" shall not include or refer to us or our Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon Franchisee, or its Owners shall bind us, our Affiliate or our and their respective direct and indirect parents and subsidiaries or our and their respective officers, directors, or managers.

Partnership: Any general partnership, limited partnership or limited liability partnership.

Partnership Rights: Voting power, property, profits or losses, or partnership interests of a Partnership.

Purchase Option: Defined in **Section 7.3(d)**.

Restricted Persons: Franchisee, each of its Owners and each of its and their immediate family members, Franchisee's Affiliates, and Franchisee's and its Affiliates respective owners, officers, directors, managers, and Affiliates of each of them.

System: Our unique system relating to the establishment, development and operation of a canine care facility offering day care, boarding services, grooming services, training, a specialty retail boutique for dogs, and other products and services authorized by us, the distinguishing characteristics of which System include, without limitation, marketing and advertising methods and techniques, operating procedures and materials, training and supervision, management assistance, administrative systems, business and reporting forms, staffing procedures, and product and equipment specifications; all of which may be changed, improved, and further developed by us from time to time.

Term: Defined in **Section 3.1**.

Venue: means any site where a Central Bark Facility is located or proposed to be located.

Central Bark Facility or Central Bark Facilities: Defined in **Recital A**

ADDENDUM 1
MULTI-UNIT TERRITORY

The Multi-unit Territory is defined as the territory within the boundaries described below:

ADDENDUM 2
DEVELOPMENT OBLIGATION

Development Schedule

	DEVELOPMENT PERIOD ENDING	CUMULATIVE NO. OF CENTRAL BARK FACILITIES TO BE IN OPERATION
1	_____	____ Central Bark Facilities
2	_____	____ Central Bark Facilities
3	_____	____ Central Bark Facilities
4	_____	____ Central Bark Facilities
5	_____	____ Central Bark Facilities

ADDENDUM 3
BUSINESS ENTITY INFORMATION

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(i) Franchisee is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): _____

(ii) Franchisee shall provide to us concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Regulations Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Business Entity Documents**").

(iii) Franchisee promptly shall provide such additional information as we may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(iv) The name and address of each of Franchisee's owners, members, or general and limited partners:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(v) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Business:

NAME	ADDRESS

(vi) The address where Franchisee's Financial Records, and Business Entity Documents are maintained is: _____
_____

The "Operating Principal" is: _____

ADDENDUM 4

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20__, by the persons indicated below who have executed this Agreement.

In consideration of, and as an inducement to, the execution of that certain Multi-Unit Franchise Agreement (as amended, modified, restated or supplemented from time to time, the "**Agreement**") on this date by Barkley Ventures Franchising, LLC, a Delaware limited liability company ("**we**," "**us**," or "**our**"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("**Franchisee**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, and transfer requirements.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers; and (6) at our request, the undersigned shall present updated financial information to us as reasonably necessary to demonstrate his or her ability to satisfy the financial obligations of Franchisee under the Agreement.

Each of the undersigned waives: (i) 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 undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled. Each of the undersigned also agrees to provide us with updated periodic financial information, as we may request from time to time.

Each of the undersigned acknowledges and represents that he or she has had an opportunity to review the Agreement and agrees that the provisions of Article 10 (General Conditions and Provisions), including, but not limited to Section 10.8 (Consent to Jurisdiction), Section 10.14 (Fees and Expenses), and Section 10.16 (Arbitration) have been reviewed by the undersigned and are incorporated, by reference, into and shall govern this Guaranty and Assumption of Obligations and any disputes between the undersigned

and us. Nonetheless, each of the undersigned agrees that we may also enforce this Guaranty and Assumption of Obligations and awards in the courts of the state or states in which he or she is domiciled. The Guarantors shall reimburse us for all costs and expenses we incur in connection with enforcing the terms of this Guaranty.

By signing below, the undersigned spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty. We confirm that a spouse who signs this Guaranty solely in his or her capacity as a spouse (and not as an owner) is signing merely to acknowledge and consent to the execution of the Guaranty by his or her spouse and to bind the assets of the marital estate as described therein and for no other purpose (including, without limitation, to bind the spouse's own separate property).

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries, for so long as such delinquency exists, subject to applicable law.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as this Guaranty and Assumption of Obligations was executed.

GUARANTOR(S)	**SPOUSE(S)**
Name:_____ Sign: _____ Address: _____ _____ _____	Name:_____ Sign: _____ Address: _____ _____ _____
Name**:**_____ Sign: _____ Address: _____ _____ _____	Name**:**_____ Sign: _____ Address: _____ _____ _____

EXHIBIT D
(TO DISCLOSURE DOCUMENT)

LEASE ASSIGNMENT AGREEMENT

BARKLEY VENTURES FRANCHISING, LLC

LEASE ASSIGNMENT AGREEMENT

THIS AGREEMENT made on _____, by and between Barkley Ventures Franchising, LLC (hereinafter called "Franchisor") and _____ _____, (hereinafter called "Franchisee") and _____ _____, (hereinafter called "Landlord") involving a CENTRAL BARK facility (hereinafter called "Facility") to be located at _____ _____, (hereinafter called "Franchise Location"), with reference to the following facts:

A. On _____, Franchisee and Landlord entered into a Lease Agreement (hereinafter called "Lease"), a fully executed copy of which is to be attached hereto as Exhibit A, pursuant to the terms of which Franchisee leased the Franchise Location from Landlord to operate the Facility thereon.

B. On _____, Franchisor and Franchisee executed a Franchise Agreement pursuant to the terms of which Franchisee obtained a franchise from Franchisor to operate the Facility at the Franchise Location.

C. The parties desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED:

1. ASSIGNMENT

Franchisee hereby assigns, transfers, and conveys to Franchisor all of Franchisee's right, title, and interest in and to the Lease; however, this assignment shall become effective only upon Franchisor's exercise of the option granted to Franchisor in Paragraph 4 herein subsequent to the occurrence of any of the following events:

a. Default of Lease

If Franchisee shall be in default in the performance of any of the terms of the Lease, unless such default is cured within the period required in the Lease or within thirty (30) days following written demand given by Franchisor, whichever is sooner.

b. Default of Franchise Agreement

The occurrence of any acts that would result in termination as specified in the Franchise Agreement or the continuance beyond the period or periods specified in the Franchise Agreement of any default by Franchisee in the performance of payments required under the Franchise Agreement.

c. Non-Exercise of Option to Renew or Extend

If Franchisee shall have had an option to renew or extend the Lease and shall have failed or elected not to do so within the time specified in the Lease for such renewal or extension, after having been directed in writing by Franchisor to do so.

d. Non-Renewal of Franchise Agreement

If Franchisee fails to exercise an option to renew the Franchise Agreement and Franchisor provides evidence of such failure to Landlord.

2. CONSENT TO ASSIGNMENT

Landlord hereby consents to this assignment, which consent shall remain in effect during the entire term of the Lease and any and all renewals or extensions thereof, and agrees that the Lease shall not be amended, assigned, extended, or renewed, nor shall the Franchise Location be sublet by Franchisee, without the prior written consent of Franchisor.

3. EXERCISE OF OPTION BY FRANCHISOR

Franchisor shall exercise the option granted herein by giving written notice to Franchisee and Landlord in the manner specified in Paragraph 8 hereof within 30 days of the occurrence of an event described in Section 1, or the lapse of any cure period identified thereunder, whichever is later, and by thereafter delivering to Landlord a written assumption of the obligations of the Lease.

Franchisor shall have the right, concurrently with or subsequent to Franchisor's exercise of the option granted herein, to assign and transfer its rights under this Agreement to a new Franchisee selected by Franchisor to operate the Facility, with the prior written consent of Landlord, which shall not be unreasonably withheld, provided that such new Franchisee shall have a credit rating and a net worth adequate for the operation of the Facility. In such event, such new Franchisee shall obtain the assignment of the Lease and shall assume the obligations of the Lease in place and instead of Franchisor.

4. TERMINATION OF RIGHTS OF FRANCHISEE

Upon the exercise of the option granted to Franchisor herein, Franchisee shall no longer be entitled to the use or occupancy of the Franchise Location; all of Franchisee's prior rights in and to the Lease will have been, in all respects, terminated, and, by the terms of this Agreement, assigned to Franchisor, or Franchisor’s assignee.

5. VACATE FRANCHISE LOCATION

Upon the exercise of the option granted to Franchisor herein, Franchisee shall immediately vacate the Franchise Location within the period permitted by the Lease; however, if Franchisee shall fail or refuse to do so, Franchisor shall have the right to enter the Franchise Location and take possession of the Franchise Location.

If Franchisor has not exercised the option granted to Franchisor herein, then upon the expiration or termination of the Lease Franchisee shall vacate the Franchise Location within the period permitted by the Lease. However, if Franchisee shall fail or refuse to do so, Franchisor shall have the right (but not the obligation) to enter the Franchise Location, within 30 days of the expiration or termination of the Lease, to remove all operations manuals, advertising materials and other materials relating to the operation of the Facility or containing Franchisor's trademarks and de-identify the Franchise Location.

6. INDEMNIFICATION

Franchisee hereby agrees to indemnify and hold Landlord and Franchisor harmless from and against any and all loss, costs, expenses (including attorney's fees), damages, claims, and liabilities, however caused, resulting directly or indirectly from or pertaining to the exercise by Franchisor and/or Landlord of the rights and remedies granted under this Agreement.

7. REMEDIES CUMULATIVE

The remedies granted pursuant to this Agreement are in addition to and not in substitution of any or all other remedies available at law or in equity to Franchisor.

8. NOTICES

All notices to Franchisor must be sent by registered or certified mail, postage prepaid, or by a recognized overnight courier or delivery services to the following address:

FRANCHISOR: BARKLEY VENTURES FRANCHISING, LLC
P.O. Box 14217
West Allis, Wisconsin 53214

Franchisor may change its address by giving Landlord written notice of the new address.

9. MISCELLANEOUS

a. Further Acts

The parties agree to execute such other documents and perform such further acts as may be necessary or desirable to carry out the purposes of this Agreement.

b. Heirs and Successors

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns. Franchisor may assign its rights under this Agreement to any designee.

c. Waiver

Failure by any party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including waiver of default, in any one instance shall not constitute a continuing waiver or a waiver in any other instance.

d. Headings

The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof. As used herein, the male gender shall include the female and neuter genders; the singular shall include the plural, and the plural, the singular.

e. Attorney's Fees

If any party commences an action against any other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorney's fees and costs of suit.

f. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The parties agree that scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of [*insert state of Franchise Location*]; however, if this Agreement concerns a location in a state other than such state and the laws of that state require terms other than those or in addition to those contained herein, then this Agreement shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Agreement or any provision hereof, the imposition of fines or penalties, or the creation of civil or criminal liability on account thereof. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition of unenforceability without invalidating the remaining provisions of this Agreement. Any prohibition against or unenforceability of any provisions of this Agreement in any jurisdiction, including the state whose laws govern this Agreement, shall not invalidate the provision or render it unenforceable in any other jurisdiction. To the extent permitted by applicable law, Franchisee and Landlord waive any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____ _____, _____, on the date first shown above.

BARKLEY VENTURES FRANCHISING, LLC

By: _____

Title: _____

_____
(typed or printed name and title)

LANDLORD: _____
(name of entity)

By: _____

Title: _____

_____
(typed or printed name and title)

FRANCHISEE (Tenant): _____

By: _____

Title: _____

_____
(typed or printed name and title)

EXHIBIT A
TO LEASE ASSIGNMENT AGREEMENT

Executed Lease Agreement

EXHIBIT E
(TO DISCLOSURE DOCUMENT)

FINANCIAL STATEMENTS

BARKLEY VENTURES FRANCHISING, LLC

Unaudited Financial Statements

Dated April 30, 2024

These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

BARKLEY VENTURES FRANCHISING, LLC

(A Wholly Owned Subsidiary of
Barkley Ventures, Inc.)
Balance Sheet

	4/30/2024
Assets	
Current Assets:	
Cash	$ 1,190,889
Accounts Receivable	84,428
Other Current Assets	189,145
Total current assets	1,464,462
Fixed Assets	101,322
Other Assets	17,233
Total assets	$ 1,583,017
Liabilities and Stockholder's Equity	
Current liabilities	
Accounts Payable	$ 158,785
Deferred Franchise Fee Income (Current)	118,150
Other Current Liabilities	102,907
Total current liabilities	379,842
Deferred Revenue - Long Term	407,720
Other Liabilities	7,890
Total liabilities	795,452
Stockholder's equity:	
Owner Equity	2,483,971
Retained earnings (accumulated deficit)	(1,303,942)
Net Income	(392,464)
Total stockholder's equity (deficit)	787,565
Commitments and contingencies	
Total liabilities and stockholder's equity (deficit)	$ 1,583,017

BARKLEY VENTURES FRANCHISING, LLC

(A Wholly Owned Subsidiary of
Barkley Ventures, Inc.)
Statement of Operations

		4/30/2024
Revenues:		
Franchise fee revenue	$	236,100
Royalty revenue		512,411
Other Revenue		123,272
Total revenue		871,783
Advertising & Marketing		150,493
Professional Fees		65,476
Selling, general, and administrative expenses		907,341
Net Operating income (loss)		(251,527)
Management Fees		160,000
Interest expense (income)		12,725
Other Expenses		12,725
Income (loss) before income taxes		(424,252)
Income tax (expense) benefit		-
Net income (loss)	$	(424,252)

BARKLEY VENTURES FRANCHISING, LLC

(A Wholly Owned Subsidiary of
Barkley Ventures, Inc.)
Statement of Cash Flows

	4/30/2024
CASH FLOWS FROM OPERATING ACTIVITES:	
Net income (loss)	$ (392,464)
Adjustments to reconcile net income (loss) to	
net cash provided by (used in) operating activities:	
Changes in operating assets and liabilities	65,234
Net cash provided by (used in) operating activities	(327,230)
Net Cash provided by (used in) investing activities	(29,203)
NET INCREASE (DECREASE) IN CASH	(356,433)
Cash at beginning of period	1,547,322
Cash at end of period	$ 1,190,889

BARKLEY VENTURES FRANCHISING, LLC

YEAR ENDED DECEMBER 31, 2023
AND PERIOD FEBRUARY 16, 2022 (INCEPTION) THROUGH DECEMBER 31, 2022

BARKLEY VENTURES FRANCHISING, LLC

YEAR ENDED DECEMBER 31, 2023
AND PERIOD FEBRUARY 16, 2022 (INCEPTION) THROUGH DECEMBER 31, 2022

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BEAN ACCOUNTING
& TAX, PLLC

INDEPENDENT AUDITOR'S REPORT

To the Member
of Barkley Ventures Franchising, LLC

Opinion

We have audited the accompanying financial statements of Barkley Ventures Franchising, LLC (a Delaware Limited Liability Company), which comprise the balance sheet as of December 31, 2023, and the related statements of operations and member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Barkley Ventures Franchising, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Barkley Ventures Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Prior Period Financial Statements

The financial statements of Barkley Ventures Franchising, LLC for the period February 16, 2022 (inception) through December 31, 2022, were audited by other auditors whose report dated March 28, 2023, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Barkley Ventures Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our 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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one 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.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Barkley Ventures Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Barkley Ventures Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are 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 that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Operating Expenses on page 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures,

including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Bean Accounting & Tax, PLLC

Morton Grove, Illinois
March 7, 2024

BARKLEY VENTURES FRANCHISING, LLC

BALANCE SHEET

December 31,	**2023**	2022
ASSETS		
Current assets:		
Cash	**$ 1,523,477**	$ 2,291,407
Accounts receivable	**134,512**	124,841
Interest receivable	**9,738**	
Marketing fund receivable	**41,050**	41,136
Prepaid expense	**104,024**	36,006
Total current assets	**1,812,801**	2,493,390
Property and equipment:		
Furniture and equipment	**8,854**	8,854
Building improvements	**35,971**	35,971
Software	**75,478**	22,875
Less accumulated depreciation	**48,183**	32,462
Property and equipment, net	**72,120**	35,238
Other assets:		
Operating lease right-of-use assets, net of accumulated amortization of $15,807 and $4,808 as of December 31, 2023 and 2022, respectively	**17,232**	28,231
Restricted cash	**23,845**	228,775
Total other assets	**41,077**	257,006
Total assets	**$ 1,925,998**	$ 2,785,634

See notes to financial statements.

BARKLEY VENTURES FRANCHISING, LLC

BALANCE SHEET (CONTINUED)

December 31,	**2023**	2022
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities:		
Accounts payable	**$ 37,750**	$ 85,853
Accrued wages	**12,651**	57,617
Credit card payable	**77,132**	52,200
Marketing fund liability	**69,269**	230,894
Deferred revenues	**118,150**	83,250
Operating lease liabilities, current	**15,407**	14,674
Total current liabilities	**330,359**	524,488
Long-term liabilities:		
Deferred revenues, non-current	**407,720**	83,250
Operating lease liabilities, net of current portion	**7,890**	23,297
Total long-term liabilities	**415,610**	106,547
Total liabilities	**745,969**	631,035
Member's equity	**1,180,029**	2,154,599
Total liabilities and member's equity	**$ 1,925,998**	$ 2,785,634

See notes to financial statements.

BARKLEY VENTURES FRANCHISING, LLC

STATEMENT OF OPERATIONS AND MEMBER'S EQUITY

	Year ended December 31, 2023		Period February 16, 2022 (inception) through December 31, 2022	
	Amount	**Percentage of revenues**	Amount	Percentage of revenues
Revenues:				
Royalties and service fees	**$ 1,578,879**	**61.2 %**	$ 1,074,621	71.7 %
Franchise fees	**207,815**	**8.1**	92,100	6.1
Fees	**47,993**	**1.9**	23,137	1.6
Marketing fund fees	**683,375**	**26.4**	309,337	20.6
Technology fees	**63,450**	**2.4**		
Total revenues	**2,581,512**	**100.0**	1,499,195	100.0
Operating expenses:				
Advertising	**450,291**	**17.4**	158,500	10.6
Marketing fund expenses	**683,375**	**26.5**	309,337	20.6
Operating expenses	**2,457,774**	**95.2**	1,381,324	92.1
Total operating expenses	**3,591,440**	**139.1**	1,849,161	123.3
Loss from operations	**(1,009,928)**	**(39.1)**	(349,966)	(23.3)
Other income (expense):				
Interest income	**50,652**	**2.0**	3,845	0.3
Loss on disposal of property and equipment			(19,314)	(1.3)
Miscellaneous income	**12,506**	**0.4**	8,263	0.5
Total other income (expense)	**63,158**	**2.4**	(7,206)	(0.5)
Net loss	**$ (946,770)**	**(36.7) %**	$ (357,172)	(23.8) %
Member equity, beginning of year	**2,154,599**			
Member capital contributions			2,546,771	
Member distributions	**(27,800)**		(35,000)	
Member's equity, end of year	**$ 1,180,029**		$ 2,154,599	

See notes to financial statements.

BARKLEY VENTURES FRANCHISING, LLC

STATEMENT OF CASH FLOWS

	Year ended December 31, 2023	Period February 16, 2022 (inception) through December 31, 2022
Operating activities:		
Net loss	**$ (946,770)**	$ (357,172)
Adjustments to reconcile above to cash provided by (used in) operating activities:		
Depreciation and amortization	**15,721**	8,398
Loss on disposal of property and equipment		19,314
(Increase) decrease in operating assets:		
Accounts receivable	**(9,671)**	63,979
Interest receivable	**(9,738)**	
Marketing fund receivable	**86**	(41,136)
Prepaid expenses	**(68,018)**	(36,006)
Operating lease right-of-use assets	**10,999**	(28,231)
Increase (decrease) in operating liabilities:		
Accounts payable	**(48,103)**	58,853
Accrued wages	**(44,966)**	20,838
Credit card payable	**24,932**	52,200
Marketing fund liability	**(161,625)**	80,673
Deferred revenues	**359,370**	34,800
Operating lease liabilities	**(14,674)**	37,971
Cash used in operating activities	**(892,457)**	(85,519)
Investing activity:		
Purchase of property and equipment	**(52,603)**	(38,965)
Cash used in investing activities	**(52,603)**	(38,965)
Financing activity:		
Capital contributions		2,679,666
Member distributions	**(27,800)**	(35,000)
Cash provided by (used in) financing activities	**$ (27,800)**	$ 2,644,666

See notes to financial statements.

BARKLEY VENTURES FRANCHISING, LLC

STATEMENT OF CASH FLOWS (CONTINUED)

	Year ended December 31, 2023	Period February 16, 2022 (inception) through December 31, 2022
Increase (decrease) in cash	**$ (972,860)**	$ 2,520,182
Cash, beginning of year	**2,520,182**	
Cash, end of year	**$ 1,547,322**	$ 2,520,182
Supplemental disclosure of cash flow information:		
Non-cash investing and financing transactions		
Net capital contribution of assets and liabilities		$ (132,895)

See notes to financial statements.

BARKLEY VENTURES FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

1. Description of business and summary of significant accounting policies

Description of business

On March 31, 2022, Barkley Ventures Franchising, LLC (the Company) replaced Barkley Ventures, Inc., the Company's sole member, as the franchisor for all franchise agreements.

Barkley Ventures Franchising, LLC, located in Oakland Park, Florida, was established for the purpose of selling franchises for the operation of a personalized canine care facility offering day care, overnight boarding services, grooming services, training, and a specialty retail boutique for dogs under the name "Central Bark." The Company extends credit to customers located throughout the United States.

Basis of accounting:

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Receivables:

Trade accounts receivable represent monthly royalty and service fees collected from each franchise. Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Trade receivables are typically outstanding for 30 days or less. Management evaluates the collectability of trade accounts receivable and records an allowance for credit losses representing the estimate of the expected losses that result from all possible default events over the expected life of the receivables. The Company estimates the allowance based on historical write-off experience and current relationships with customers. The allowance for credit losses as well as the provision for credit losses, write-off activity and recoveries for the years presented are not material to the financial statements. The Company does not have any significant off-balance-sheet credit exposure related to its customers.

Use of estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

1. Description of business and summary of significant accounting policies (continued)

Revenue recognition:

The Company receives franchise fees applicable to franchisee contracts. Franchise fees from the sale of new franchises are recognized based on the date the contract is signed, the date of the franchisee's soft opening, and the date of the franchisee's grand opening. Income from franchise fees is deferred until earned. Franchise fees from the transfer of existing franchises are recognized on the date of transfer. Royalty revenues, which are based upon a percentage of the franchisees' sales, and technology fees are recognized on a monthly basis when earned. Fees to attend the Company's annual convention are recognized at the date of the convention.

Marketing fees received from franchisees are recorded as a current liability until the marketing activities have been performed at which time, the associated revenue and expenses are recorded in the statement of operations and member's equity. The Company is a principal in these arrangements, and therefore the advertising fund contributions and expenditures are reported on a gross basis in the statement of operations and member's equity.

Property and equipment:

Property and equipment are stated at cost. Provisions for depreciation and amortization of property and equipment are computed under the straight-line method over the estimated useful lives of the assets, which generally range between 3 - 15 years.

Income taxes:

The Company has elected to be taxed as a limited liability company under provisions of the Internal Revenue Code. Accordingly, the accompanying financial statements do not reflect a provision for federal income taxes. The sole member, Barkley Ventures, Inc., of the Company is taxed on its proportionate share of the Company's taxable income.

Reclassifications:

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

2. Revenue recognition – initial franchise fees

The Company follows the guidance of FASB ASU 2021-02, *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606)*, creating a practical expedient that simplifies the identification of performance obligations for private company franchisors for certain pre-opening services. If the practical expedient is elected, the pre-opening services provided by a franchisor to a franchisee can be accounted for as a single performance obligation, distinct from the franchise license. Pre-opening services per ASU 2021-02 are defined as follows:

1. Assistance in the selection of a site
2. Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural and engineering services, and lease negotiation
3. Training of the franchisee's personnel or the franchisee
4. Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
5. Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes, or about regulations affecting the franchisee's business
6. Inspection, testing, and other quality control programs

The Company elected to apply the practical expedient allowed by ASU 2021-02 and has elected to account for all qualifying pre-opening activities as a single performance obligation. Therefore, the initial franchise fees from the sale of new franchises are recognized at various "points in time" including the date the contract is signed, the date of the franchisee's soft opening, and the date of the franchisee's grand opening.

3. Revenue recognition - general

The Company follows the guidance of FASB ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU provides comprehensive guidance on the recognition of revenue from customers arising from the transfer of goods and services, guidance on accounting for certain contract costs, and new disclosures. The standard's core principle is that an organization will recognize revenue from contracts when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services.

3. Revenue recognition – general (continued)

Disaggregation and significant judgments:

Under the franchise agreements, the Company receives franchise fees, royalties, and service fees from its franchisees. The Company also receives fees to attend the Company's annual convention. Franchise fees from the sale of new franchises are recognized at the following "points in time":

Date contact is signed	15%
Date of franchise soft opening	70%
Date of franchise grand opening	15%

Franchise fees from the transfer of existing franchises are recognized at the "point in time" when the transfer occurs. Royalty and service fees revenues are recognized monthly at the "point in time" when the applicable sales month ends. The annual convention attendance fees are recognized at a "point in time" at the date of the convention.

Contract balances:

Contract liabilities include deferred revenues, which represent franchise fee revenues to be recognized over future franchise periods. Deferred franchise fee revenues totaled $525,870 and $166,500 as of December 31, 2023 and 2022, respectively.

Performance obligations:

Franchise fees are received at the start of the franchise term when the franchise agreement is executed between the Company and the franchisee. Amounts related to future periods are deferred until the occurrence of the contract signing, franchise soft opening, and franchise grand opening. The remaining performance obligations represent future periods of existing franchise terms, which are expected to occur within 18 months.

Royalties and service fees are billed monthly based on the previous month's gross sales. Technology fees are billed monthly for subscription, maintenance, and support of various technology systems, platforms, and resources. Payment is automatically processed through an electronic transfer from each franchisee's bank account at the point in time when the franchisee invoice is prepared.

Fees to attend the Company's annual convention are due by the point in time of the convention.

4. Related party transactions

On March 31, 2022, Barkley Ventures, Inc., the Company's sole member, transferred 37 franchise agreements to Barkley Ventures Franchising, LLC in exchange for 100% equity interest of the Company.

Barkley Ventures, Inc. pays for various operating expenses, including payroll, on behalf of the Company and is reimbursed accordingly. Total payroll expenses reimbursed to Barkley Ventures, Inc. totaled $1,180,583 and $621,819 for the years ended December 31, 2023 and 2022, respectively.

A store owned by a shareholder of the Company's sole member is required to pay royalty and marketing fees. Royalty fees equal 6% of monthly gross sales. Marketing fund contributions equal 2% of monthly gross sales, or a $500 monthly minimum fee. During the year ended December 31, 2023, royalty fees totaled $35,874 and marketing fees totaled $11,852. During the period February 16, 2022 (inception) through December 31, 2022 royalty fees totaled $24,750 and marketing fees totaled $8,250. The amounts due from this related party were $3,650 and $4,074 at December 31, 2023 and 2022, respectively.

On November 1, 2021, the Company's sole member entered into a management agreement with Newspring Franchise Management Company, LLC, which also provides management services to the Company's sole member's Series A preferred stockholder. The management company provides the Company management and advisory services regarding the Company's financial and business affairs, capital raises, mergers, acquisitions and divestitures, strategic guidance, relationships with lenders, and the operation and expansion of its business. A monthly management fee totaling $20,000 is payable on the first day of each month. The management agreement is effective until the earlier of either the mutual agreement of both parties to terminate the agreement or the sale of the Company's sole member. The management fee expense totaled $240,000 for the years ended December 31, 2023. The management fee expense totaled $180,000 for the period February 16, 2022 (inception) through December 31, 2022.

5. Credit risk

The Company maintains its cash in bank accounts at an Illinois and Wisconsin area bank. Such accounts, at times, may exceed federally-insured limits. The Company had uninsured balances totaling approximately $1,113,000 and $2,270,000 at December 31, 2023 and 2022, respectively. The Company has not experienced any losses in such accounts. Management believes that the Company is not exposed to any significant credit risk on cash.

6. Restricted cash

Cash is restricted for the following purposes:

December 31,	**2023**	2022
Escrowed for initial franchise fee		$ 44,800
Advertising expenses	**$ 23,845**	183,975
Total	**$ 23,845**	$ 228,775

7. Marketing fund receivable and liability

In addition to the monthly royalty and service fee, each franchise is required to make a marketing fund contribution equal to the greater of 2% of monthly gross sales, per terms of the franchise agreement, or a $500 monthly minimum fee. Such funds received are treated as a liability until disbursed. The fund is used to benefit all Central Bark facilities through advertising and promotional activities. Such accounts are maintained in a separate account and accounted for separately from the Company's general operating fund.

The marketing fund receivable represents the amount owed for December sales by the franchisees. Management estimates potential bad debts in the marketing fund using the same methodology as described in Note 1. Management has concluded that realization losses on balances outstanding at year-end will be immaterial.

8. Franchise information

The following is a summary of the franchise activity for franchises for the years ended December 31, 2023 and 2022:

	Year ended December 31, 2023	Period February 16, 2022 (inception) through December 31, 2022
Franchises open at beginning of year	**35**	33
Franchises opened during the period	**2**	2
Franchises open at year ended	**37**	35
Franchises sold during the period	**3**	2

9. Lease commitments

The Company follows the guidance of FASB ASU No. 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize right-of-use assets and lease obligations for most operating leases as well as finance leases. The Company entered into an operating lease for a training center on July 1, 2022, which expires on June 30, 2025.

The Company has elected to apply the short-term lease exception to all leases with a term of one year or less.

As of December 31, 2023, the right-of-use (ROU) asset had a balance of $17,232, as shown in noncurrent assets on the Statement of Financial Position; the lease liability is included in other current liabilities ($15,407) and other long-term liabilities ($7,890). As of December 31, 2022, the right-of-use (ROU) asset had a balance of $28,231, as shown in noncurrent assets on the Statement of Financial Position; the lease liability is included in other current liabilities ($14,674) and other long-term liabilities ($23,297). The lease asset and liability were calculated utilizing the incremental borrowing rate of 2.85%. There are two three-year options to renew the lease, which was not considered when assessing the value of the ROU asset because the Company is not reasonably certain that it will exercise its option to renew the lease.

Maturities of operating lease liabilities as of December 31, 2023:

Year ending December 31,	Amount
2024	$ 15,407
2025	7,890
Total	$ 23,297

Total rent expense was $12,081 and $6,040 for the years ended December 31, 2023 and 2022, respectively.

10. Subsequent events

Management of the Company has reviewed and evaluated subsequent events from December 31, 2023, the financial statement date, through March 7, 2024, the date the financial statements were available to be issued. No events have occurred in this period that would be required to be recognized and/or disclosed in these financial statements as required by generally accepted accounting principles.

BARKLEY VENTURES FRANCHISING, LLC

SCHEDULE OF OPERATING EXPENSES

	Year ended December 31, 2023		Period February 16, 2022 (inception) through December 31, 2022	
	Amount	**Percentage of revenues**	Amount	Percentage of revenues
Convention	**$ 50,403**	**2.0 %**	$ 29,406	2.0 %
Depreciation and amortization	**15,721**	**0.6**	8,398	0.6
Franchise development	**73,158**	**2.8**	118,106	7.9
Insurance	**89,625**	**3.5**	39,304	2.6
License and permits	**13,958**	**0.5**		
Management fees	**240,000**	**9.3**	180,000	12.0
Meetings	**8,588**	**0.3**		
Miscellaneous	**14,051**	**0.6**	13,463	0.9
Professional fees	**300,286**	**11.6**	135,642	9.0
Occupancy	**18,264**	**0.7**	12,305	0.8
Office	**80,979**	**3.1**	37,786	2.5
Payroll	**1,180,583**	**45.7**	621,819	41.5
Promotional supplies	**385**	**0.01**	6,265	0.4
Retirement plan expense	**40,662**	**1.6**	17,772	1.2
Software	**120,929**	**4.7**	70,677	4.6
Telephone	**34,194**	**1.3**	18,934	1.3
Travel, entertainment and automobile	**175,988**	**6.8**	71,447	4.8
Total operating expenses	**$ 2,457,774**	**95.2 %**	$ 1,381,324	92.1 %

EXHIBIT F
(TO DISCLOSURE DOCUMENT)

FRANCHISEE LISTS

LIST OF OPERATIONAL FRANCHISEES

(As of December 31, 2023)

Franchisee Owners	Franchisee	Address	City	State	Zip	Phone
Chris Gaba	Central Bark Dog Day Care and Training Center, Inc.	3699 N. Dixie Hwy.	Oakland Park	FL	33334	954-567-3647
Mike & Lisa Roth	Roth Pet Hotel, Inc	5221 Young Pine Rd	Orlando	FL	32829	407-440-4057
Amy Smith	Sunny Dogs, Inc.	14623 N. Nebraska Avenue	Tampa	FL	33613	813- 979-1123
Jeremy & Lindsay Le	DanOliver, LLC	1503 Elizabeth Avenue	West Palm Beach	FL	33401	917-597-3334
Jeremy and Lindsay Le	BayAmos, LLC	1940 Briarwood Court	Brookhaven	GA	30329	404-248-2275
Mondrian Contreras	Healthy Tails, LLC	140 W Elk Trail	Carol Stream	IL	60188	(407) 770-9222
Ray Djokic	Lucky Leash Resorts, LLC	256 Commerce Drive, Unit D	Grayslake	IL	60030	847-548-2275
Layne and Ellyn Pollard	Rosco's Playhouse, LLC	3880 Grove Ave	Gurnee	IL	60031	847-672-6188
Janet DeOliveira	Washington Whiskers, Inc.	8513 Ardwick Ardmore Road	Landover	MD	20785	240-582-7389
Angie and Chris Holbrook	Baxter's Playhouse, LLC	8210 Boulder Ridge Rd	Woodbury	MN	55215	(651) 528-6974
Lenny Hoisington	Baxter's Buds, LLC	1720 2nd Street SW	Rochester	MN	55902	507-322-6655
Jennifer & Steve Adams	ABA Ventures, LLC	9600 Monroe Rd	Charlotte	NC	28270	704-261-3061
James Strauss & Monika Janczuk	Fat Pibble, LLC	750 McKinley Street	Eugene	OR	97402	541-505-7101
Mike and Stephanie Meszaros	JACS PETS, LLC	8 Lincoln Circle	Fairless Hills	PA	19030	215-946-7297
Portia Scott	The Dog Wish, LLC	2501 Wharton Street, Building F	Philadelphia	PA	19146	267-861-2275
Jennifer Hicks and Eleesa Collins	Painted Paws, LLC	3615 E Market Street	York	PA	17402	717-650-2381

Franchisee Owners	Franchisee	Address	City	State	Zip	Phone
Anthony Girolamo	The Barkside, LLC	2931 Augusta Rd	West Columbia	SC	29170	803-866-2275
Jessica Whitney	Fairy Tail Investments, LLC	3675 N. 124th St.	Brookfield	WI	53005	262-781-5554
Christy and Allen Stanczak	FranklinCB, LLC.	9550 S. 60th Street	Franklin	WI	53132	414-421-9003
Mark Dandrea	Apollo's Doggy Day Care, Inc.	7600 75th Street, Suite 202	Kenosha	WI	53142	262-694-3647
Christy and Allen Stanczak	Christys Wolfpack LLC	2530 Advance Rd.	Madison	WI	53718	608-663-8300
Erik Olson	Happy Be Lucky, Inc	1910 Mirro Drive	Manitowoc	WI	54220	920-652-9663
Nicole Meyer	Wigglebutts, Inc.	11035 N. Industrial Drive	Mequon	WI	53092	262-512-9663
Marcia Andis	MARBIL, LLC	3800 N 1st St	Milwaukee	WI	53212	414-332-2270
Esther Grams	Brew City Bark, LLC	333 North 25th Street	Milwaukee	WI	53233	414-933-4787
Christy and Allen Stanczak	Christys Wolfpack LLC	2105 S. 170th Street	New Berlin	WI	53151	262-785-0444
Jacob Dorst	Leo's Playland, LLC	1075B W. Northbranch Dr.	Oak Creek	WI	53154	414-571-1500
Gareth Wood	Bosco Holdings, LLC	3513 S. 32nd Street	Sheboygan	WI	53081	920-457-9663
Colin and Brandy Campbell	Back the Bark, LLC	244 Info Hwy Ct	Slinger	WI	53086	262-677-4100
Matt & Ashley Sander	Life's Ruff, LLC	N64W22600 Main Street	Sussex	WI	53089	262-246-8100
Erin Donner	Dogs by Donner, LLC	6228 State Street	Wauwatosa	WI	53213	414-771-7200

FRANCHISE AGREEMENTS SIGNED
BUT FACILITY NOT YET OPERATIONAL
(As of December 31, 2023)

Franchisee Owners	Franchisee	Address	City	State	Zip	Phone
Daniel Glad	Glad Ventures, LLC	1307 E Oregon Ave	Phoenix	AZ	85014	(510) 710-4523
Carol Martin and James DeFrank	D Is for Dog, LLC	33 Putnam Lane	Danbury	CT	06810	(914) 439-2593
Daniel Mobili and Jossalyn Wallace	Coastal Canines Center, LLC	32 Coco Court	Miramar Beach	FL	32550	(845) 699-4672
Trey and Vanessa Hill	Ruff Life Retreat, LLC	22011 Emory Oak Place	Land O Lakes	FL	34637	(813) 203-2582
Michael Carter	Prima Carte, Inc	1468 Ambleside Circle	Naperville	IL	60540	(630) 660-6202
Frank and Lauren Belfiore	Belfiore Paws, LLC	7 Braemar Court	Parsippany	NJ	07054	(973) 713-5931
Jennifer Morss	4 The Kids LLC Series 1	1533 Ravanusa Drive	Henderson	NV	89052	(702) 332-3228
Gina and Jason Sedita	Hudson Valley Dog Resort, LLC	404 Old Mountain Rd	Otisville	NY	10963	(845) 742-4523
Denise and Ron Donofrio	Main Street Hudson Valley, Inc.	105 N. Elm St	Beacon	NY	12508	(954) 661-8688
Christian Lampone	Dog Dayz Canine Retreat of Doylestown, LLC	5618 Timberly Ln	Pipersville	PA	18947	(215) 766-2345

LIST OF FORMER FRANCHISEES THAT CEASED OPERATIONS IN 2023

Franchisee and Franchisee Owners	Address	Phone	Reason
[None]			

LIST OF FRANCHISEES THAT HAVE NOT COMMUNICATED WITH FRANCHISOR WITHIN 10 WEEKS OF THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT

[None]

EXHIBIT G
(TO DISCLOSURE DOCUMENT)

REPRESENTATIONS AND ACKNOWLEDGEMENT STATEMENT

REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR CENTRAL BARK FACILITY WILL BE LOCATED IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN. DO NOT SIGN THIS ACKNOWLEDGMENT IF YOU ARE A RESIDENT OF MARYLAND OR THE BUSINESS IS TO BE OPERATED IN MARYLAND.

The purpose of this Statement is to demonstrate to Barkley Ventures Franchising, LLC ("Franchisor") that the person(s) signing below ("I," "me" or "my"), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of a CENTRAL BARK facility franchise is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor's Franchise Disclosure Document and Exhibits (collectively, the "FDD") in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the marketplace generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.	INITIAL:
I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.	INITIAL:
Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.	INITIAL:
My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.	INITIAL:
I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.	INITIAL:

PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.	INITIAL:
Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD? ☐ Yes ☐ No (Initial Here: ____) If you selected "Yes," please describe the information you received on the lines below: _____ _____.	

Prohibited Parties Clause. I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department's List of Specially Designated Nationals;

2. the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders;

3. the U.S. State Department's Debarred List or Nonproliferation Sanctions; or

4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

[*signature page follows*]

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

_____
Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a
CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____
Print Name of Legal Entity

By: _____
Signature

Print Name: _____
Title: _____
Date: _____

EXHIBIT H
(TO DISCLOSURE DOCUMENT)

FORM OF CONSENT TO TRANSFER

BARKLEY VENTURES FRANCHISING, LLC
AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER

THIS AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER (this "Agreement") is made and entered into on _____, by and among **BARKLEY VENTURES FRANCHISING, LLC** ("Franchisor"), _____ (herein referred to together as "Seller"), and _____ (herein referred to together as "Buyer"). All capitalized terms used but not defined in this Agreement have the meanings set forth in the Seller Franchise Agreement (hereinafter defined).

R E C I T A L S:

WHEREAS, Seller is the franchisee pursuant to that certain franchise agreement dated _____ between Franchisor and Seller (the "Seller Franchise Agreement"), governing the operation of the CENTRAL BARK® doggy day care facility located at _____ (the "Franchised Business");

WHEREAS, Seller wishes to sell, assign and transfer all of Seller's rights, obligations and assets relating to the Seller Franchise Agreement and the Franchise Location (collectively, the "Transfer");

WHEREAS, Seller has requested that Franchisor consent to the Transfer and release Seller from all obligations under the Seller Franchise Agreement; and

WHEREAS, as a condition to the Transfer, Buyer shall execute Franchisor's then current franchise agreement for a Franchised Business (the "Buyer Franchise Agreement"), and the Seller Franchise Agreement shall be terminated in accordance herewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The Recitals above are incorporated herein by reference and made a part of this Agreement.

2. **Consent to Assignment**. Subject to the terms and conditions of this Agreement, Franchisor hereby consents to the Transfer.

3. **Conditional Consent; Release of Guaranty.** The Seller Franchise Agreement provides that the Transfer cannot take place without the consent of Franchisor. Franchisor will consent to the Transfer, as provided in the Seller Franchise Agreement, and will release Seller from any obligations arising under the Seller Franchise Agreement from and after the Closing Date (hereinafter defined) of the Transfer; provided, however, such consent and release are expressly contingent upon compliance with the following terms and conditions on or before the date of the closing of the Transfer ("Closing Date"):

(a) **Franchise Agreement**. The Seller Franchise Agreement will terminate as of the Closing Date in accordance with the terms set forth in Section 5 below, and the operation of the Franchised Business will thereafter be governed by the Buyer Franchise Agreement;

(b) **Payment of Amounts Due**. Seller will pay all amounts due and owing to Franchisor through the Closing Date, including but not limited to past due royalty and advertising fees;

(c) **Transfer Fee**. Upon execution of this Agreement, a transfer fee of $_____ ("Transfer Fee") shall be paid to Franchisor as provided in the Seller Franchise Agreement. Seller and Buyer acknowledge and agree that Franchisor has earned the Transfer Fee upon receipt thereof and that the Transfer Fee is not refundable;

(d) **Training**. The Buyer (or its approved partner, member, or shareholder) shall have agreed to complete Franchisor's training program to Franchisor's satisfaction; and

(e) **Other Conditions for Approval of Transfer**. All conditions of Section XVIII.C. of the Seller Franchise Agreement shall have been met prior to or concurrently with the Closing Date.

4. **Contingency.** Franchisor may terminate this Agreement and/or the Buyer Franchise Agreement, if the conditions under Section 3 above are not met prior to or concurrently with the Closing Date.

5. **Termination of Seller Franchise Agreement**. Franchisor and Seller acknowledge and agree that, as of the Closing Date and upon the Transfer and compliance with the conditions set forth in Section 3 above, the Seller Franchise Agreement and the guaranties (if any) will automatically terminate and Seller shall have no further rights or obligations thereunder except that Seller shall not be released from:

(a) any obligations to pay money to Franchisor owed under either the Seller Franchise Agreement or the guaranty (if any) prior to the Closing Date; or

(b) the provisions of the Seller Franchise Agreement that, either expressly or by their nature, survive termination of the Seller Franchise Agreement (including without limitation the post-termination restrictive covenants, dispute resolution and notice, and confidentiality provisions of the Seller Franchise Agreement).

6. **Post-Termination Obligations**. Seller further agrees to fully comply, at Seller's own expense, with Seller's duties and obligations under Section XVI. of the Seller Franchise Agreement, including, but not limited to, the following:

(a) Seller shall immediately cease to use, by advertising or in any manner whatsoever, the name "CENTRAL BARK" or any forms, manuals, slogans, signs, marks, symbols, or devices used in connection with the operation of the Franchised Business;

(b) Seller shall not hereafter use, communicate or divulge, in any manner, or for any purpose, directly or indirectly, any of Franchisor's Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by Seller by virtue of the relationship established by the Seller Franchise Agreement;

(c) Seller shall take such action as shall be necessary to change Seller's sole proprietorship/corporate/limited liability company/partnership name or cancel any assumed name or equivalent registration which contains the name "CENTRAL BARK" or any other Mark of Franchisor;

(d) Seller shall immediately execute any and all agreements necessary to effectuate such termination in a prompt and timely manner;

(e) Seller shall furnish Franchisor, within thirty (30) days after the date hereof, with evidence satisfactory to Franchisor, of Seller's compliance with the foregoing obligations; and

(f) Seller shall comply with Seller's confidentiality and non-compete obligations under the Seller Franchise Agreement.

7. **Release and Indemnification of Franchisor Parties**. Seller, on behalf of itself and its current and former affiliates, and each such foregoing person's or entity's partners, owners, employees, agents, representatives, spouses, heirs, administrators, successors and assigns (the "Franchise Owners Group") hereby fully and forever releases, remises and discharges, and forever holds harmless Franchisor, its current and former affiliates, and each such foregoing entity's predecessors, shareholders, partners, members, directors, officers, agents, representatives, successors and assigns, and their respective heirs and administrators (the "Franchisor Group") of and from any and all claims, damages, demands, debts, liabilities, actions or causes of action, costs, agreements, promises and expenses of every kind and nature whatsoever, at law or in equity whether known or unknown, foreseen or unforeseen, liquidated or unliquidated (collectively, the "Claims"), which any member of the Franchise Owners Group had, has or may have had against any member of the Franchisor Group, including, without limitation, Claims involving any and all matters arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Seller Franchise Agreement, the relationship created by the Seller Franchise Agreement, or the development, ownership or operation of the Franchised Business. Seller further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or relating to the Seller Franchise Agreement or the Franchised Business. Seller, on behalf of the Franchise Owners Group, represents and warrants that no member of the Franchise Owners Group has made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements or promises described herein.

If the Franchised Business Seller operates under the Franchise Agreement is located in California or if Seller is a resident of California, the following shall apply:

Section 1542 acknowledgment. It is Seller's intention, on Seller's own behalf and on behalf of the Franchise Owners Group, in executing this release that this instrument be and is a general release which shall be effective as a bar to each and every claim, demand, or cause of action released by Seller or the Franchise Owners Group. Seller recognizes that Seller or the Franchise Owners Group may have some claim, demand, or cause of action against the Franchisor Group of which you, he, she, or it is totally unaware and unsuspecting, which you, he, she, or it is giving up by executing this release. It is Seller's intention, on Seller's own behalf and on behalf of the Franchise Owners Group, in executing this instrument that it will deprive you, him, her, or it of each such claim, demand, or cause of action and prevent you, him, her, or it from asserting it against the Franchisor Group. In furtherance of this intention, Seller, on Seller's own behalf and on behalf of the Franchise Owners Group, expressly waives any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Seller acknowledges and represents that Seller has consulted with legal counsel before executing this release and that Seller understands its meaning, including the effect of Section 1542 of the California

Civil Code, and expressly consents that this release shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands, and causes of action.

If the Franchised Business is located in Maryland or if either Seller or Buyer is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

If the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 et seq, governs the parties' franchise relationship, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Minnesota Franchise Act.

If either Seller or Buyer is a resident of Washington, the following shall apply:

Any general release provided for hereunder shall not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

8. **Role of Franchisor**. Buyer and Seller acknowledge and agree that they have negotiated the Transfer without involvement by Franchisor, that Franchisor has not effected or arranged the Transfer, and that Franchisor's only involvement in the transaction has been for the purpose of exercising its right of consent to the Transfer in accordance with the Seller Franchise Agreement.

9. **Conflicting Provisions**. If there is any conflict between the provisions of this Agreement and the provisions of the Seller Franchise Agreement, the provisions of this Agreement will prevail.

10. **Binding Effect**. This Agreement inures to the benefit of Franchisor and its successors and assigns and will be binding upon Buyer and Seller and their respective successors, permitted assigns and legal representatives.

11. **Miscellaneous**.

(a) This Agreement constitutes the entire understanding between the parties with respect to the transaction this Agreement contemplates.

(b) This Agreement will be construed and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules.

(c) The captions and headings are only for convenience of reference, are not a part of this Agreement, and will not limit or construe the provisions to which they apply. All references in this Agreement to the singular usage will be construed to include the plural and the masculine and neuter usages to include the other and the feminine.

(d) This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same agreement. The parties agree that faxed, scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

(e) Each of the Franchisor Parties will be deemed to be a third party beneficiary of this Agreement with an independent right to enforce it.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day stated on page one.

FRANCHISOR:
BARKLEY VENTURES FRANCHISING, LLC,
a Delaware limited liability company

_____

By:_____
Its:_____

BUYER:

_____

_____

SELLER:

_____

_____

EXHIBIT I
(TO DISCLOSURE DOCUMENT)

FORM OF GENERAL RELEASE

BARKLEY VENTURES FRANCHISING, LLC

GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE

Barkley Ventures Franchising, LLC ("we," "us," or "our") and the undersigned franchisee, _____ ("you" or "your"), currently are parties to a certain Franchise Agreement (the "Franchise Agreement") dated _____. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation]_____

_____

_____

_____. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your affiliated entities, and each such foregoing person's or entity's successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, directors, officers, principals, and employees (collectively, the "Releasing Parties"), hereby fully and forever release and discharge us and our current and former affiliated entities, and each such foregoing entity's officers, directors, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the "BVF Parties") of and from any and all claims, damages, demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, "Claims"), whether at law or in equity, and known or unknown, that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the BVF Parties, including without limitation, Claims arising out of or related to, (1) the Franchise Agreement, (2) the development, ownership or operation of your Central Bark facility, or (3) your and the other Releasing Parties' relationship with any of the BVF Parties, from the beginning of time to the date of your signature below. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the BVF Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

IF THE CENTRAL BARK FACILITY YOU OPERATE UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE

THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE BVF PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE BVF PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the Central Bark Facility is located in Maryland or if you are a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

If the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 *et seq*, governs the parties' franchise relationship, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Minnesota Franchise Act.

If you are a resident of Washington, the following shall apply:

Any general release provided for hereunder shall not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

(*Signature page follows*)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this release on the date stated on the first page hereof.

BARKLEY VENTURES FRANCHISING, LLC

Print Name:_____

Title:_____

By:_____ Date:_____

FRANCHISEE

_____

Print Name:_____

Title:_____

By:_____ Date:_____

FRANCHISEE OWNER

Print Name:_____

Title:_____

By:_____ Date:_____

Print Name:_____

Title:_____

By:_____ Date:_____

EXHIBIT J
(TO DISCLOSURE DOCUMENT)

STATE ADDENDA AND AGREEMENT RIDERS

ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF BARKLEY VENTURES FRANCHISING, LLC

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The following are additional disclosures for the Franchise Disclosure Document of BARKLEY VENTURES FRANCHISING, LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

1. 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 FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF THE AGREEMENT.

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A FRANCHISE DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

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

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

> Neither we, our parent, predecessor or affiliates nor any person in Item 2 of the Franchise 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. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

5. **Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy:**

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
(d) Violations of any provision of this division.

6. The following statement is added to the remarks column of Item 6 for the row entitled **Interest**:

The highest rate of interest allowed by California law is 10% annually.

7. The following paragraphs are added at the end of Item 17:

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

The Franchise Agreement and Multi-Unit Franchise Agreement contain a covenant not to compete that extends beyond termination of the franchise. This provision might not be enforceable under California law.

The Franchise Agreement and Multi-Unit Franchise Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

The Franchise Agreement and Multi-Unit Franchise Agreement require application of the laws of the State of Florida. This provision might 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 and Multi-Unit Franchise Agreement require binding arbitration. The arbitration will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently Oakland Park, Florida) with the costs being borne as provided in the Franchise Agreement. 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 the Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement, and the Multi-Unit Franchise Agreement required you to sign a general release of claims upon transfer of the Multi-Unit Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000–31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

Under the Franchise Agreement, we reserve the right to require that franchisees comply with maximum and minimum prices it sets for goods and services. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements per se violations of the California's Cartwright Act (Cal. Bus. and Prof Code §§ 16700 to 16770).

7. The following paragraph is added to the end of Item 19:

The financial performance representations figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Central Bark franchise. Franchisees or former franchisees listed in the Franchise Disclosure Document may be one source of this information.

ILLINOIS

Illinois law governs the Franchise Agreement and Multi-Unit Development Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum

outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND

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

However, pursuant to COMAR 02.02.08.16L, 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.

2. The following is added to the end of the "Summary" section of Item 17(h), entitled **"Cause" defined – non-curable defaults**:

The Franchise Agreement and Multi-Unit Franchise Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The following is added to the end of the "Summary" section of Item 17(u), entitled **Dispute Resolution by arbitration or mediation**:

The Franchise Agreement and Multi-Unit 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 Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. The following sentence is added to the end of the "Summary" section of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of Law**:

You may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA

1. The disclosure in the Item 6 chart, entitled "**Liquidated Damages**," will not be enforced, to the extent prohibited by applicable law.

2. Renewal, Termination, Transfer and Dispute Resolution. The following is added at the end of the chart in Item 17:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and Multi-Unit Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement and Multi-Unit Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document, the Franchise Agreement, or the Multi-Unit Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Any release as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

Minn. Rule Part 2860.4400J prohibits a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties, or judgment notes. However, BVF and you will enforce these provisions in its Franchise Agreement and Multi-Unit Franchise Agreement to the extent the law allows.

NEW YORK

1. The following information is added to the cover page of the 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 STREET, 21ST FLOOR, NEW YORK, NEW YORK 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 BVF, a person identified in Item 2, or an affiliate offering franchises under BVF'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 BVF, its affiliates, officers or general partner during the 10-year period immediately before the date of the Franchise Disclosure Document: (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 the officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of the "Summary" sections of Item 17(c), entitled **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.

5. The following is added to the end of the "Summary" section of Item 17(j), entitled **Assignment of contract by franchisor**:

However, no assignment will be made except to an assignee who in good faith and judgment of BVF, is willing and financially able to assume BVF's obligations under the Franchise Agreement or Multi-Unit Franchise Agreement.

6. The following is added to the end of the "Summary" sections of Item 17(v), entitled **Choice of forum**, and Item 17(w), entitled **Choice of law**:

> The foregoing choice of law should not be considered a waiver of any right conferred upon BVF or you by Article 33 of the General Business Law of the State of New York.

RHODE ISLAND

1. The following language is added to the end of the "Summary" sections of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

VIRGINIA

1. The following language is added to the end of the "Summary" section of Item 17(e), entitled **Termination by franchisor without cause**:

> Pursuant to 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 or Multi-Unit Franchise Agreement does 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.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE BARKLEY VENTURES FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER**,** by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "Franchisor"), and _____, whose principal address is _____ (hereinafter referred to as "Franchisee").

Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____ _____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Franchised Business that Franchisee will operate under the Franchise Agreement will be located in Illinois, and/or (b) Franchisee is domiciled in Illinois.

1. Illinois law governs the Franchise Agreement and Multi-Unit Development Agreement.

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

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

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

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Franchise Agreement.

FRANCHISOR:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

FRANCHISEE:

_____

By:_____
Name:_____
Its:_____

Dated:_____

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER**,** by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "Franchisor"), and _____ _____, whose principal address is _____ (hereinafter referred to as "Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Maryland and/or (b) the Franchised Business that Franchisee will operate under the Franchise Agreement will be operated in Maryland.

2. **RELEASES.** The following is added to Item 5 and to the end of Section IIC. and Section XVIIIC.5. of the Franchise Agreement:

> The general release required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Pursuant to COMAR 02.02.08.16L, 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. **INSOLVENCY**. The following sentence is added to the end of Section XVA. ("Termination without Right to Cure") of the Franchise Agreement:

> Section XVA.1. may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **CONSENT TO JURISDICTION**. The following language is added to the end of Section XXVIII of the Franchise Agreement:

> **NOTWITHSTANDING THE FOREGOING, FRANCHISEE MAY BRING AN ACTION IN MARYLAND FOR CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.**

5. **ARBITRATION**. The following language is added to the end of Section XXX of the Franchise Agreement:

> This 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 Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

6. **CLASS ACTION BAR AND LIMITATIONS OF CLAIMS.** The following sentence is added to the end of Section XXXIII of the Franchise Agreement:

FRANCHISEE MUST BRING ANY CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW WITHIN 3 YEARS AFTER FRANCHISOR GRANTS FRANCHISEE THE FRANCHISE.

7. **STATEMENTS, QUESTIONNAIRES, AND ACKNOWLEDGMENTS**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. **MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.** The following is added as a new Section XXXVII to the end of the Franchise Agreement:

XXXVII **MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.**

All representations requiring Franchisee 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 remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Franchise Agreement.

FRANCHISOR:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

FRANCHISEE:

_____

By:_____
Name:_____
Its:_____

Dated:_____

4879-7529-6181, v. 2

RIDER TO THE BARKLEY VENTURES FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER**,** by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "Franchisor"),
and _____, whose principal address is _____
(hereinafter referred to as "Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Franchised Business that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RENEWAL AND TERMINATION**. The following is added to the end of Sections IIB. and XV of the Franchise Agreement:

> However, with respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

3. **RELEASES.** The following is added to the end of Section IIC. and Section XVIIIC.5. of the Franchise Agreement:

> Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. **DAMAGES**. The following language is added to the end of Section XVIA. of the Franchise Agreement:

> Franchisor and Franchisee acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, Franchisor and Franchisee agree to enforce the provision to the extent the law allows.

5. **APPLICABLE LAW**. Section XXVII of the Franchise Agreement is deleted and replaced with the following:

XXVII **APPLICABLE LAW**

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT OR ANY RELATED AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN FRANCHISOR (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND FRANCHISEE (OR ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH, AND (2) NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

6. **CONSENT TO JURISDICTION**. Section XXVIII of the Franchise Agreement is deleted and replaced with the following:

XXVIII **CONSENT TO JURISDICTION**

SUBJECT TO SECTION XXX AND THE PROVISIONS BELOW, FRANCHISOR AND FRANCHISEE (AND EACH OWNER) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR ANY RELATED AGREEMENTS, OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISOR (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND FRANCHISEE (OR ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) MUST BE COMMENCED EXCLUSIVELY IN THE STATE OR FEDERAL COURT WHICH IS CLOSEST TO WHERE FRANCHISOR'S OR, AS APPLICABLE, ITS SUCCESSOR'S OR ASSIGN'S PRINCIPAL OFFICE THEN IS LOCATED

(CURRENTLY LOCATED IN OAKLAND PARK, FLORIDA), AND FRANCHISOR AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR FORUM IN THOSE COURTS. NONETHELESS, FRANCHISOR AND FRANCHISEE (AND EACH OWNER) AGREE THAT FRANCHISOR AND FRANCHISEE (AND EACH OWNER) MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE FRANCHISED BUSINESS IS LOCATED. NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT FRANCHISOR, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

7. **INJUNCTIVE RELIEF**. Section XXIX of the Franchise Agreement is deleted and replaced with the following:

XXIX **INJUNCTIVE RELIEF**.

Nothing contained in this Agreement shall bar Franchisor from seeking (1) injunctive relief against threatened conduct that will cause Franchisor irreparable loss or damages under customary equity rules, including applicable rules for seeking restraining orders and preliminary injunctions; or (2) in any dispute regarding possession of the premises, the remedy of forcible detainer against Franchisee for any breach of a sublease for the premises under customary rules governing such actions. Franchisee agrees that Franchisor may seek such injunctive relief from any court of competent jurisdiction, but upon due notice, in addition to such other relief as may be available at equity or law, and Franchisee's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had, and Franchisee hereby expressly waives any claim for damages caused by such injunction.

8. **WAIVER OF PUNITIVE DAMAGES/WAIVER OF JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, Sections XXXI and XXXII of the Franchise Agreement are deleted.

9. **CLASS ACTION BAR AND LIMITATION OF CLAIMS**. The following is added to the end of Section XXXIII of the Franchise Agreement:

10. **; PROVIDED, HOWEVER, THAT MINNESOTA LAW PROVIDES THAT NO ACTION MAY BE COMMENCED UNDER MINN. STAT. SEC. 80C.17 MORE THAN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES**.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Franchise Agreement.

FRANCHISOR:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

FRANCHISEE:

_____

By:_____
Name:_____
Its:_____

Dated:_____

4892-1674-4629, v. 1

RIDER TO THE BARKLEY VENTURES FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN NEW YORK

THIS RIDER, by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "Franchisor"), and _____, whose principal address is _____ (hereinafter referred to as "Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, (the "Franchise Agreement") that has been signed concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in the State of New York and the Franchised Business that Franchisee will operate under the Franchise Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

2. **RELEASES**. The following language is added to the end of Sections IIC. and XVIIIC.5. of the Franchise Agreement:

> Notwithstanding the foregoing, all rights enjoyed by Franchisee and any causes of action arising in Franchisee's 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 to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

3. **TERMINATION AND DEFAULTS**. The following language is added to the end of Section XV of the Franchise Agreement:

> Franchisee may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

4. **ASSIGNMENT BY FRANCHISOR**. The following language is added to the end of Section XVIIIA. of the Franchise Agreement:

> However, no transfer will be made except to an assignee who, in Franchisor's good faith and judgment, is willing and financially able to assume Franchisor's obligations under this Agreement.

5. **APPLICABLE LAW; CONSENT TO JURISDICTION**. The following statement is added at the end of Sections XXVII and XXVIII of the Franchise Agreement:

> **THIS SECTION SHALL NOT BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON FRANCHISOR OR FRANCHISEE BY THE PROVISIONS OF ARTICLE 33 OF THE NEW YORK STATE GENERAL**

BUSINESS LAW, AS AMENDED, AND THE REGULATIONS ISSUED THEREUNDER.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Franchise Agreement.

FRANCHISOR:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

FRANCHISEE:

_____

By:_____
Name:_____
Its:_____

Dated:_____

4863-9817-2341, v. 1

RIDER TO THE BARKLEY VENTURES FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER, by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "Franchisor"), and _____, whose principal address is _____ (hereinafter referred to as "Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, (the "Franchise Agreement") that has been signed concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in the State of Rhode Island and the Franchised Business that Franchisee will operate under the Franchise Agreement will be located in Rhode Island, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **APPLICABLE LAW; CONSENT TO JURISDICTION**. The following statement is added at the end of Sections XXVII and XXVIII of the Franchise Agreement:

> **SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROVIDES THAT "A PROVISION IN A FRANCHISE AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE THIS STATE OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO A CLAIM OTHERWISE ENFORCEABLE UNDER THIS ACT."**

(*Remainder of page intentionally blank*)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Franchise Agreement.

FRANCHISOR:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

FRANCHISEE:

_____

By:_____
Name:_____
Its:_____

Dated:_____

4875-2218-0277, v. 1

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE MULTI-UNIT FRANCHISE AGREEMENT

RIDER TO THE BARKLEY VENTURES FRANCHISING, LLC
MULTI-UNIT FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER**,** by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "us"), and _____, whose principal address is _____ _____ (hereinafter referred to as "you").

We and you are parties to that certain Multi-Unit Franchise Agreement dated _____ _____ (the "Multi-Unit Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Multi-Unit Franchise Agreement occurred in Illinois and the Central Bark Facilities that you will develop under the Multi-Unit Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

1. Illinois law governs the Franchise Agreement and Multi-Unit Development Agreement.

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

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

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

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Multi-Unit Franchise Agreement.

US:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

YOU:

_____

By:_____
Name:_____
Its:_____

Dated:_____

4890-9936-9653, v. 2

RIDER TO THE
MULTI-UNIT FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER**,** by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "us"), and _____, whose principal address is _____ _____ (hereinafter referred to as "you").

1. **BACKGROUND**. We and you are parties to that certain Multi-Unit Franchise Agreement dated _____ (the "Multi-Unit Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Franchise Agreement. This Rider is being signed because (a) you are domiciled in Maryland and/or (b) the Central Bark Facilities that you will develop under the Multi-Unit Franchise Agreement will be operated in Maryland.

2. **RELEASES.** The following is added to Item 5 and the end of 7.3(c)(v) of the Multi-Unit Franchise Agreement:

> The general release required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Pursuant to COMAR 02.02.08.16L, 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. **INSOLVENCY**. The following sentence is added to the end of Section 9.1(b)(vii). of the Multi-Unit Franchise Agreement:

> Section 9.1(b)(vii) may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **CONSENT TO JURISDICTION**. The following language is added to the end of Section 10.8 of the Multi-Unit Franchise Agreement:

> NOTWITHSTANDING THE FOREGOING, YOU MAY BRING AN ACTION IN MARYLAND FOR CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

5. **ARBITRATION**. The following language is added to the end of Section 10.16 of the Multi-Unit Franchise Agreement:

> This 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 Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

6. **CLASS ACTION BAR.** The following sentence is added to the end of Section 10.18 of the Multi-Unit Franchise Agreement:

YOU MUST BRING ANY CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW WITHIN 3 YEARS AFTER WE GRANT YOU THE FRANCHISE.

7. **STATEMENTS, QUESTIONNAIRES, AND ACKNOWLEDGMENTS**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. **MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.** The following is added as a new Section 10.20 to the end of the Multi-Unit Franchise Agreement:

10.20 **MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.**

All representations requiring you 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 remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Multi-Unit Franchise Agreement.

US:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

YOU:

_____

By:_____
Name:_____
Its:_____

Dated:_____

RIDER TO THE BARKLEY VENTURES FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER**,** by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "Franchisor"),
and _____, whose principal address is _____
(hereinafter referred to as "Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Franchised Business that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RENEWAL AND TERMINATION**. The following is added to the end of Sections IIB. and XV of the Franchise Agreement:

> However, with respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

3. **RELEASES.** The following is added to the end of Section IIC. and Section XVIIIC.5. of the Franchise Agreement:

> Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. **DAMAGES**. The following language is added to the end of Section XVIA. of the Franchise Agreement:

> Franchisor and Franchisee acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, Franchisor and Franchisee agree to enforce the provision to the extent the law allows.

5. **APPLICABLE LAW**. Section XXVII of the Franchise Agreement is deleted and replaced with the following:

XXVII **APPLICABLE LAW**

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE UNITED STATES FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT OR ANY RELATED AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN FRANCHISOR (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND FRANCHISEE (OR ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE OFFER OR SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH, AND (2) NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

6. **CONSENT TO JURISDICTION**. Section XXVIII of the Franchise Agreement is deleted and replaced with the following:

XXVIII **CONSENT TO JURISDICTION**

SUBJECT TO SECTION XXX AND THE PROVISIONS BELOW, FRANCHISOR AND FRANCHISEE (AND EACH OWNER) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR ANY RELATED AGREEMENTS, OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISOR (OR ANY OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES) AND FRANCHISEE (OR ITS OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES) MUST BE COMMENCED EXCLUSIVELY IN THE STATE OR FEDERAL COURT WHICH IS CLOSEST TO WHERE FRANCHISOR'S OR, AS APPLICABLE, ITS SUCCESSOR'S OR ASSIGN'S PRINCIPAL OFFICE THEN IS LOCATED

(CURRENTLY LOCATED IN OAKLAND PARK, FLORIDA), AND FRANCHISOR AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR FORUM IN THOSE COURTS. NONETHELESS, FRANCHISOR AND FRANCHISEE (AND EACH OWNER) AGREE THAT FRANCHISOR AND FRANCHISEE (AND EACH OWNER) MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE FRANCHISED BUSINESS IS LOCATED. NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT FRANCHISOR, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

7. **INJUNCTIVE RELIEF**. Section XXIX of the Franchise Agreement is deleted and replaced with the following:

XXIX **INJUNCTIVE RELIEF**.

Nothing contained in this Agreement shall bar Franchisor from seeking (1) injunctive relief against threatened conduct that will cause Franchisor irreparable loss or damages under customary equity rules, including applicable rules for seeking restraining orders and preliminary injunctions; or (2) in any dispute regarding possession of the premises, the remedy of forcible detainer against Franchisee for any breach of a sublease for the premises under customary rules governing such actions. Franchisee agrees that Franchisor may seek such injunctive relief from any court of competent jurisdiction, but upon due notice, in addition to such other relief as may be available at equity or law, and Franchisee's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had, and Franchisee hereby expressly waives any claim for damages caused by such injunction.

8. **WAIVER OF PUNITIVE DAMAGES/WAIVER OF JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, Sections XXXI and XXXII of the Franchise Agreement are deleted.

9. **CLASS ACTION BAR AND LIMITATION OF CLAIMS**. The following is added to the end of Section XXXIII of the Franchise Agreement:

10. **; PROVIDED, HOWEVER, THAT MINNESOTA LAW PROVIDES THAT NO ACTION MAY BE COMMENCED UNDER MINN. STAT. SEC. 80C.17 MORE THAN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES**.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Franchise Agreement.

FRANCHISOR:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

FRANCHISEE:

_____

By:_____
Name:_____
Its:_____

Dated:_____

4892-1674-4629, v. 1

RIDER TO THE BARKLEY VENTURES FRANCHISING, LLC
MULTI-UNIT FRANCHISE AGREEMENT
FOR USE IN NEW YORK

THIS RIDER**,** by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "us"), and _____, whose principal address is _____ _____ (hereinafter referred to as "you").

1. **BACKGROUND**. We and you are parties to that certain Multi-Unit Franchise Agreement dated _____, (the "Multi-Unit Franchise Agreement") that has been signed concurrently with this Rider. This Rider is annexed to and forms part of the Multi-Unit Franchise Agreement. This Rider is being signed because (a) you are domiciled in the State of New York and the Central Bark Facilities that you will develop under the Multi-Unit Franchise Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Multi-Unit Franchise Agreement occurred in New York.

2. **RELEASES**. The following is added to the end of Section 7.3(c)(v) of the Multi-Unit Franchise Agreement:

> Notwithstanding the foregoing, all rights enjoyed by you 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 to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

3. **TERMINATION AND DEFAULTS**. The following language is added to the end of Section 9.1 of the Multi-Unit Franchise Agreement:

> You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

4. **ASSIGNMENT BY US**. The following language is added to the end of Section 7.1 of the Multi-Unit Franchise Agreement:

> However, no transfer will be made except to an assignee who, in our good faith and judgment, is willing and financially able to assume our obligations under this Agreement.

5. **GOVERNING LAW; CONSENT TO JURISDICTION**. The following statement is added at the end of Sections 10.7 and 10.8 of the Multi-Unit Franchise Agreement:

> THIS SECTION SHALL NOT BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON US OR YOU BY THE PROVISIONS OF ARTICLE 33 OF

THE NEW YORK STATE GENERAL BUSINESS LAW, AS AMENDED, AND THE REGULATIONS ISSUED THEREUNDER.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Multi-Unit Franchise Agreement.

US:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

YOU:

_____

By:_____
Name:_____
Its:_____

Dated:_____

4893-0056-5173, v. 1

RIDER TO THE BARKLEY VENTURES FRANCHISING, LLC
MULTI-UNIT FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER**,** by and between Barkley Ventures Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware, having its principal place of business at 3699 N. Dixie Hwy., Oakland Park, Florida 33334, (hereinafter referred to as "us"), and _____, whose principal address is _____ _____ (hereinafter referred to as "you").

1. **BACKGROUND**. We and you are parties to that certain Multi-Unit Franchise Agreement dated _____, (the "Multi-Unit Franchise Agreement") that has been signed concurrently with this Rider. This Rider is annexed to and forms part of the Multi-Unit Franchise Agreement. This Rider is being signed because (a) you are domiciled in the State of Rhode Island and the Central Bark Facilities that you will develop under the Multi-Unit Franchise Agreement will be located in Rhode Island, and/or (b) any of the offering or sales activity relating to the Multi-Unit Franchise Agreement occurred in Rhode Island.

2. **GOVERNING LAW; CONSENT TO JURISDICTION**. The following statement is added at the end of Sections 10.7 and 10.8 of the Multi-Unit Franchise Agreement:

> **SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROVIDES THAT "A PROVISION IN A FRANCHISE AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE THIS STATE OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO A CLAIM OTHERWISE ENFORCEABLE UNDER THIS ACT."**

(*Remainder of page intentionally blank*)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Rider on the date noted below, to be effective as of the effective date of the Multi-Unit Franchise Agreement.

US:

BARKLEY VENTURES FRANCHISING, LLC

By:_____
Name:_____
Its:_____

Dated:_____

YOU:

_____

By:_____
Name:_____
Its:_____

Dated:_____

4863-3099-7941, v. 1

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	September 23, 2024
Illinois	April 30, 2024
Indiana	May 3, 2024
Maryland	Pending
Michigan	April 24, 2024
Minnesota	June 18, 2024
New York	Pending
Rhode Island	June 6, 2024
South Dakota	April 30, 2024
Virginia	September 11, 2024
Wisconsin	April 26, 2024

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
(OUR COPY)

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

If Barkley Ventures Franchising, LLC ("BVF") 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, BVF or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, BVF must give you this Disclosure Document at the earlier of BVF's 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to BVF or an affiliate in connection with the proposed franchise sale. Under Michigan law, BVF must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, BVF must provide this Disclosure Document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, BVF or an affiliate in connection with the proposed franchise sale.

If BVF 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 appropriate state agency identified on Exhibit A.

The franchisor is Barkley Ventures Franchising, LLC, 3699 N. Dixie Hwy., Oakland Park, Florida 33334. The franchise seller for this offering is:

❑ Tim Weiderhoft
Barkley Ventures Franchising, LLC
3699 N. Dixie Hwy.
Oakland Park, FL 33334
(866) 799-BARK

❑ Todd Hillman
Barkley Ventures Franchising, LLC
3699 N. Dixie Hwy.
Oakland Park, FL 33334
(866) 799-BARK

❑ Name of Franchised Seller: _____

Issuance Date: April 22, 2024.

(The effective dates in the franchise registration states are noted on the State Effective Dates page of this Disclosure Document.)

See Exhibit A for BVF's registered agents authorized to receive service of process.

I have received a Disclosure Document dated on April 22, 2024, that included the following Exhibits:

A	List of State Agencies /Agents for Service of Process
B	Franchise Agreement
C	Multi-Unit Franchise Agreement
D	Lease Assignment Agreement
E	Financial Statements
F	List of Franchisees
G	Representations and Acknowledgment Statement
H	Form of Consent to Transfer
I	Form of General Release
J	State Addenda and Agreement Rider
K	Receipts

_____	_____	_____
Date (Do not leave blank)	Signature	Printed Name

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail or facsimile, to Barkley Ventures Franchising, LLC, P.O. Box 14217, West Allis, Wisconsin 53214. Phone: (866) 799-BARK, Facsimile: (866) 398-1349.

RECEIPT
(OUR COPY)

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

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If BVF 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 appropriate state agency identified on Exhibit A.

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B Franchise Agreement
C Multi-Unit Franchise Agreement
D Lease Assignment Agreement
E Financial Statements
F List of Franchisees
G Representations and Acknowledgment Statement
H Form of Consent to Transfer
I Form of General Release
J State Addenda and Agreement Rider
K Receipts

_____	_____	_____
Date (Do not leave blank)	Signature	Printed Name

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail or facsimile, to Barkley Ventures Franchising, LLC, P.O. Box 14217, West Allis, Wisconsin 53214. Phone: (866) 799-BARK, Facsimile: (866) 398-1349.