

ITEM 7

ESTIMATED INITIAL INVESTMENT YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Payable	To Whom Payment is to be Made
Initial Franchise Fee (1)	\$35,000	\$55,000	Lump sum	On signing the Franchise Agreement	Us
Leasehold Improvements (2)	\$333,100	\$850,000	Progress payments to contractors	Prior to opening	Contractors
Architectural Fee	\$8,100	\$25,000	As incurred	Prior to Opening	Architectural Firm
Equipment, Fixtures (3)	\$98,000	\$133,000	By agreement with vendors	Prior to opening	Vendors
Store Signage	\$3,000	\$20,000	As incurred	Prior to opening	Supplier
Security Deposits (4)	\$7,000	\$25,000	Lump sum	Prior to opening	Landlord, utilities, insurance
Opening Inventory (5)	\$2,500	\$10,000	Lump sum	Prior to opening	Suppliers
Initial Launch Advertising (6)	\$26,000	\$50,000	As incurred	90 days prior to opening to 180 days after opening	Various Media, PR Vendors
Pre-Opening Promotional Package (7)	\$0	\$7,000	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	\$0	\$2,500	Lump Sum	Prior to opening	Vendors
Misc. (legal, permits) (9)	\$2,500	\$12,500	As incurred	Prior to opening	Attorneys, local gov't
Supplies	\$6,000	\$30,000	As incurred	Prior to opening	Vendors
Insurance	\$5,000	\$12,000	As incurred	Prior to opening	Vendors
Computer Hardware and Software (10)	\$1,000	\$10,000	As incurred	By agreement with supplier	Suppliers and Designated Supplier
Microsite Fees (11)	\$1,500	\$5,000	Lump Sum	As incurred	Supplier
Lease Assignment Agreement Review (12)	\$500	\$5,000	As incurred	As incurred	Us and Outside Professionals
Vehicle	\$0	\$2,250	As incurred	By agreement with supplier	Supplier
Rent (13)	\$8,000	\$15,000	Lump Sum	Prior to opening	Landlord
Additional Funds (3 mos.) (14)	\$30,000	\$120,000	As incurred	Prior to opening to first 3 months	Contingency may be paid to various vendors
TOTAL	\$569,200	\$1,394,250			

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

13. This is the range of the rental deposit, typically equal to one month's rent. The amount 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 \$8,000 square feet, plus adjoining outside space.
14. This is only an estimate of the start-up costs you may face during your first three months of operation. It includes sales tax, hiring, on-site training, payroll processing, janitorial services, and extra working capital for variable expenses like electricity, phone and internet service (including setup), employee uniforms, paper, office supplies, cleaning supplies, cell phones, and other materials. In most cases, you should expect to invest additional cash into the business during at least the first year, and possibly longer. These estimates are based on over 25 years of experience from our affiliates and officers, as well as input from our franchisees. You should carefully review these numbers with a business advisor before deciding to buy the franchise. We do not offer financing for any part of the initial investment. Whether you can get financing—and on what terms—will depend on factors like your credit, available collateral, and lender policies. These estimates do not include financing costs, taxes, interest, or debt payments.

~~**YOUR ESTIMATED INITIAL INVESTMENT**~~
~~**(Multi-Unit Franchise Agreement)**~~

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(Multi-Unit Franchise Agreement)
YOUR ESTIMATED INITIAL INVESTMENT

Multi Franchise Totals Type of Expenditure	Amount	Method of Payment	When Payable/Due	For Whom Payments to be Made
Multi-Unit Rights Fee (1) (2)	\$15,000 - \$75,000	Lump sum	On signing the Multi-Unit Franchise Agreement	Us
Initial Franchise Fee (1)	\$90,000 - \$195,000	Lump sum	On signing the Franchise Agreement	Us
Leasehold Improvements (2)	\$0 - \$850,000	Progress payments to contractors	Prior to opening	Contractors
Architectural Fee	\$8,100 - \$25,000	As incurred	Prior to Opening	Architectural Firm
Equipment, Fixtures (3)	\$98,000 - \$133,000	By agreement with vendors	Prior to opening	Vendors
Store Signage	\$3,000 - \$20,000	As incurred	Prior to opening	Supplier
Security Deposits (4)	\$7,000 - \$25,000	Lump sum	Prior to opening	Landlord, utilities, insurance
Opening Inventory (5)	\$2,500 - \$10,000	Lump sum	Prior to opening	Suppliers
Initial Launch Advertising (6)	\$26,000 - \$50,000	As incurred	90 days prior to opening to 180 days after opening	Various Media, PR Vendors
Pre-Opening Promotional Package (7)	\$0 - \$7,000	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	\$0 - \$2,500	Lump Sum	Prior to opening	Vendors
Misc. (legal, permits) (9)	\$2,500 - \$12,500	As incurred	Prior to opening	Attorneys, local gov't
Supplies	\$6,000 - \$30,000	As incurred	Prior to opening	Vendors
Insurance	\$5,000 - \$12,000	As incurred	Prior to opening	Vendors
Computer Hardware and Software (10)	\$1,000 - \$10,000	As incurred	By agreement with supplier	Suppliers and Designated Supplier
Microsite Fees (11)	\$1,500 - \$5,000	Lump Sum	As incurred	Supplier
Lease Assignment Agreement Review (12)	\$500 - \$5,000	As incurred	As incurred	Us and Outside Professionals
Vehicle	\$0 - \$2,250	As incurred	By agreement with supplier	Supplier
Rent (13)	\$8,000 - \$15,000	Lump Sum	Prior to opening	Landlord
Additional Funds (3 mos.) (14)	\$30,000 - \$120,000	As incurred	Prior to opening to first 3 months	Contingency may be paid to various vendors
TOTAL	\$639,200 \$1,609,250			

Obligation	Section in Franchise Agreement	Disclosure Document Item
y. Liquidated Damages	FA Section XVI.A	Item 6

ITEM 10

FINANCING

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

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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

**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.

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.

1. 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.

2. 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. Additionally, consent to the transfer of your franchise will not be unreasonably withheld.

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.

3. **Use of the Marks.** The following is added at the end of the chart in Item 17:

Pursuant to Minn. Stat. Sec. 80C.12 Subd. 1(G), we will protect your rights to use the Marks. We will indemnify you from any loss, cost, or expense arising out of any claim, suit, or demand regarding the use of the Marks.

4. **Returned Check Fees.** The following is added at the end of the chart in Item 17:

Any service charge imposed for checks returned due to non-sufficient funds will not exceed the thirty-dollar (\$30.00) cap established by Minn. Stat. Sec. 604.113.

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 applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchisee, or agent of either.

seller, or other person acting on behalf of the franchisor. This provision supersedes any conflicting term in any document executed with the franchise.

4891-8254-4097, v. 2

4896-7132-5279, v. 1

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.

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing State-Specific Addendum, if any, supersedes any inconsistent portion of the Franchise Disclosure Document, Franchise Agreement, and Related Agreements dated the _____ day of _____, 20____, and the parties further acknowledge and agree that this State-Specific Addendum is applicable only to those persons specifically subject to the protections of the state laws referenced in this State-Specific Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this State Law Addendum as of the Effective Date of the Franchise Agreement between the parties.

BARKLEY VENTURES FRANCHISING, LLC, you: _____

By: _____ By: _____

Print Name: _____ Print Name: _____

Its: _____ Its: _____

Date: _____ Date: _____