

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, amended January 13, 2025

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 Weiderhopt – Chief Development Officer

~~Dr. Weiderhopt has been our Chief Development Officer since November 2023. Prior to that, between November 2022 and October 2023, Dr. Weiderhopt was our Vice President of Franchise Development since November 2022. Dr. Weiderhopt 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.

Athena Olsen- Vice President of Operations

Ms. Olsen has been Vice President of Operations of ours and BVI since January 2025. From November 2024 until January 2025, she was Vice President of Operations Services of BVI and us. From February 2024 to November 2024, she was Director of Operations of BVI and us. From September 2022 to February 2024, she was Senior Operations Manager of BVI and us. From March 2017 until September 2022, she was Operations Manager of BVI and us.

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

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, and includes sales taxes, recruitment, on-site training expenses, payroll processing, janitorial services as well as additional operating capital for other variable costs (e.g., electricity, telephone, Internet service, Internet setup, etc.), employee uniforms, paper, office supplies, cleaning, cellular telephones, and other supplies. We estimate-

expect 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

~~RECEIPT~~

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.

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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.

<input type="checkbox"/> <u>Payton Trammel</u> <u>Barkley Ventures Franchising, LLC</u> <u>3699 N. Dixie Hwy.</u> <u>Oakland Park, FL 33334</u>	<u>Name of Franchised Seller:</u> _____
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The franchisor is Barkley Ventures Franchising, LLC, 3699 N. Dixie Hwy., Oakland Park, Florida 33334. The franchise seller for this offering is:

Bob Crawford
 Tim Weiderhofs

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, amended January 13, 2025.

(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 (amended January 13, 2025), 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

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<input type="checkbox"/> <u>Bob Crawford</u>	<input type="checkbox"/> <u>Todd Hillman</u>	<input type="checkbox"/> <u>Name of Franchised Seller:</u>
<input type="checkbox"/> <u>Tim Weiderhoft</u>	<input type="checkbox"/> <u>Barkley Ventures Franchising, LLC</u>	
Barkley Ventures Franchising, LLC 3699 N. Dixie Hwy. Oakland Park, FL 33334 (866) 799-BARK	3699 N. Dixie Hwy. Oakland Park, FL 33334 (866) 799-BARK	

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- E Financial Statements
- F List of Franchisees
- G Representations and Acknowledgment Statement
- H Form of Consent to Transfer