

## MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

### Item 5, Initial Fees:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. [In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.](#)

### Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

### Franchisee Acknowledgment / Compliance Certification:

The representations under this Franchise Disclosure Acknowledgment Agreement are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

### Exhibit I, Additional Disclosure:

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 ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

All representations requiring prospective franchisees 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.

Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

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.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Sections 15 and 17 of the Franchise Agreement are deleted.

[Paragraph D of the "INTRODUCTION" section in the Franchise Agreement is deleted.](#)

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

## MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page ([Special Risk Factors](#)) and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

[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.](#)

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

Address	Address 2	City	State	ZIP	Store Phone	Store Owner(s)
308 N. Alafaya Trail		Orlando	FL	32828	(407) 219-4805	Nicola Mazzi
4574 E. Michigan Street		Orlando	FL	32812	(407) 823-9098	Eric Feitler
13807 Landstar Blvd	Suite 106	Orlando	FL	32824	(407) 734-5682	Jaime H. Duarte
3123 S. Orange Ave	Suite 104	Orlando	FL	32806	(407) 648-9663	Jaime H. Duarte, Dadiana Arias
274B N. Nova Road		Ormond Beach	FL	32174	(386) 677-3000	David Pence, Michelle Pence
1799 E Broadway ST		Oviedo	FL	32765	(407) 542-0080	Michelle Feitler, Veronica Serjai
340 Royal Poinciana Way	Suite 322A	Palm Beach	FL	33480	(561) 835-9663	Ilyse Schaefer, David Schaefer, Jason Schaefer
6231 PGA Blvd	Suite 114	Palm Beach Gardens	FL	33418	(561) 627-8808	Lisa Aho
2864 SW Town Center Way	Suite 360	Palm City	FL	34990	(772) 600-5327	Juliana Goncalves
7871 N University Drive		Parkland	FL	33067	(954) 775-0762	Rafaela Fossati, Lawrence Fossati
10350 Pines Boulevard	Suite D107	Pembroke Pines	FL	33026	(305) 702-7995	Anderson Dutra, Fabio Dominguez
11401 S Dixie Hwy		Pincrest	FL	33156	(786) 713-0802	Tania Cesar, Luiz Attarian
2309 N Federal Hwy		Pompano Beach	FL	33062	(754) 205-6150	Clarissa Brillembourg
152 Capital Green Drive	Suite 22	Ponte Vedra	FL	32081	(904) 679-4114	Mike Thomas
1129 S Tamiami Trail		Sarasota	FL	34236	(941) 203-8334	Diana Stevens, Margie Stevens
5832 Bee Ridge Road		Sarasota	FL	34233	(941) 260-9919	Lauren Redington
4393 Commercial Way		Spring Hill	FL	34607	(352) 872-7747	Gina Gerdjikian, Gregory Gerdjikian
944 4th Street North	Suite 500	St. Pete	FL	33701	(727) 822-9663	Matt Jones
17100 Collins Avenue	Suite 211	Sunny Isles Beach	FL	33160	(305) 974-2059	Alejandra Ferrero, Edgardo Ferrero, Ruth L. Vittar
1714 S. Dale Mabry Hwy		Tampa	FL	33629	(813) 570-6194	Chris Mansueto, Guy Mansueto
13156 N Dale Mabry Hwy		Tampa	FL	33618	(813) 200-9200	Wilson Tortorelli, Patricia Tortorelli, Alice Cruz, Olindo Cruz, Fabiano Colella, Adriana Colella
9654 W. Linebaugh Avenue		Tampa	FL	33626	(813) 749-6363	Wilson Tortorelli, Patricia Tortorelli
8634 Hunters Village Road		Tampa	FL	33647	(813) 345-8468	Esteban Tapias
3682 Meggison Road		The Villages	FL	32163	(352) 775-4654	Beth Whitcomb, Woody Whitcomb
11962 County Rd 101	Suite 401	The Villages	FL	32162	(352) 259-7616	Beth Whitcomb
10625 1st St E.		Treasure Island	FL	33706	(727) 220-1004	John Harris
2205 State Road 7	Suite 300	Wellington	FL	33414	(561) 790-2232	Colleen Valle, Mike Valle
1720 Main St		Weston	FL	33326	(754) 200-8358	Anderson Dutra, Natalia Dutra, Fabio Dominguez, Tatiana Enriquez
13524 Summerport Village Pkwy		Windermere	FL	34786	(407) 877-3000	Rubens Campos
7848 Winter Garden Vineland Road	Suite 116	Windermere	FL	34786	(407) 614-3477	Rubens Campos
18 East Plant Street		Winter Garden	FL	34787	(407) 347-3802	Rubens Campos
14416 Shoreside Way		Winter Garden	FL	34787	(407) 347-9263	Nicola Mazzi, Rubens Campos
918 Orange Avenue		Winter Park	FL	32789	(407) 647-9663	Rubens Campos, Andre Delben, Marcia Carvalho
1935 Aloma Avenue		Winter Park	FL	32792	(407) 790-7480	Claudia Diaz-Munoz, Fernando Bessa
661 Auburn Ave NE	Suite 200	Atlanta	GA	30312	(404) 565-2447	Nick Litterst, Joe Mulrooney
210 Chattahoochee Row NW		Atlanta	GA	30318	(404) 410-4420	Nick Litterst, Joe Mulrooney
2701 Washington Road	Suite 22	Augusta	GA	30909	(706) 426-6212	Dean King
3480 Keith Bridge Road B2	B2	Cumming	GA	30041	(470) 533-2962	Amy Henderson
410 Peachtree Parkway	Suite 106	Cumming	GA	30041	(470) 239-3635	Paul Bozeman, Amie Bozeman
4511 Olde Perimeter Way	Suite 200	Dunwoody	GA	30346	(678) 894-9850	Peter Molloy
4351 Washington Road	#C	Evans	GA	30809	(407) 388-5914	Dean King
11270 Medlock Bridge Road	Suite 240	Johns Creek	GA	30097	(470) 696-3740	Jenny Varon, Daniel Clavijo
358-B Newnan Crossing Bypass		Newnan	GA	30265	(678) 326-1921	Roshawnda Allen, Corey Allen
100 Blue Moon Crossing	Suite 102	Pooler	GA	31322	(912) 450-6600	David Pence, Michelle Pence
202 West Saint Julian Street		Savannah	GA	31401	(912) 495-5806	Michelle Pence, David Pence

2024 Woof Gang Bakery FDD

[63501470v3](#)

[63501470v4](#)

## 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:

<b>State</b>	<b>Effective Date</b>
California	April 19, 2024
Illinois	April 19, 2024
Indiana	April 19, 2024
Maryland	<del>Pending</del> <a href="#">May 23, 2024</a>
Michigan	April 19, 2024
Minnesota	Pending
New York	April 19, 2024
North Dakota	April 22, 2024
Rhode Island	May 11, 2024
South Dakota	April 19, 2024
Virginia	May 4, 2024
Washington	May 3, 2024
Wisconsin	April 19, 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.