

EXHIBIT E

LIST OF FRANCHISEES

**BARNIE'S COFFEE & TEA COMPANY FRANCHISE LOCATIONS
(AS OF DECEMBER 31, 2006)**

DOMESTIC FRANCHISE LOCATIONS

STORE #	FRANCHISE LOCATION	STORE ADDRESS	ADDRESS 2	CITY	STATE	ZIP	OWNER	CONTACT	PHONE
622*	Riverchase Galleria	308 Woodward Rd.		Trussville	AL	35173	Mark Adkinson & Billy Ryan Atkinson	Mark Adkinson	205-871-8195
623	Brookwood Village	724 Brookwood Village		Birmingham	AL	35209	Mark Adkinson & Billy Ryan Atkinson	Mark Adkinson	205-871-8195
643	The Avenues	10300 Southside Blvd	#314	Jacksonville	FL	32256	Kalep of The Avenues, Inc	Diane Klechak	904-363-1374
742	Blind Services	1320 Executive Center Dr. Atkins Building	Suite #100	Tallahassee	FL	32399	Division of Blind Services	Kathy Murphey	850-224-3353
744	Nickelodeon Hotel	14500 Continental Gateway		Orlando	FL	32821	Family Suites Resort by Holiday Inn	Jeff Farr	407-387-1834
745	Veranda Park	2295 S. Hiawassee Rd	Unit 103	Orlando	FL	32835	Ashley Property Group	Daryl Kim	407-694-1084
746	The Loop	3236 N John Young Pkwy		Kissimmee	FL	34741	Sunder Maskin, LLC	Deepjyot Kaur	407-343-4832
747	Avenue @ Viera	2270 Towne Center		Viera	FL	32940	Double Shot Café, LLC	Joyce Mutatone	321-504-7701
748	Winter Springs Town Center	160 Tuskawilla Rd	Suite # 1220	Winter Springs	FL	32708	Tyche Ventures, Inc	Rene Macleod	407-327-5551
756	Orlando Square	1790 Sandlake Rd	Suite # B-138	Orlando	FL	32809	Coffee Snobs, LLC	Randee Klein	407-857-3933
758	Tanger Factory Outlet	20350 Summerlin Rd	Unit 7115	Ft. Myers	FL	33908	Colliers Coffee, LLC	Peter Bareford	407-341-7185
761	Shops of Oviedo	1016 Lockwood Blvd	#135	Oviedo	FL	32765	Jusarang, Inc	Ellie Kim	407-971-1555
763	Park Lane	5750 SW 75th Ct	Suite 60	Gainesville	FL	32608	Gainesville Coffee & Tea Company, LLC	Anil Thadani	352-373-8100

771	Hilton Resort - Daytona Beach Ocean Walk	100 N. Atlantic Ave	Suite 1	Daytona Beach	FL	32118	Boston Irish, LLC	Judith Hussey	386-254-0612
778	Avalon Park	12001 Avalon Lake Dr	Suite A	Orlando	FL	32828	Java Vineyard, LLC	Jessica Bozer	407-282-8100
782	Heathrow Square	120 International Pkwy	Suite 120	Lake Mary	FL	32746	Constant Coffee, Inc	Lewis Constantinou	407-829-8535
752	Perimeter Mall - Macy's Entrance	4300 Ashford-Dunwoody Rd		Atlanta	GA	30346	Martha Mengistu	Martha Mengistu	703-850-5518
653	Castleton Square	6020 East 82nd St	Room #874	Indianapolis	IN	46250	Trebor & Nerak Ent., Inc.	Bob Brown	317-841-7770
791	Bates Mill	70 Lincoln St	#6	Lewiston	ME	04240	Red Line Roasters, LLC	Paul Spellman	207-740-2046
670	The Streets of Southpoint	6910 Fayetteville Road		Durham	NC	27713	BCT of North Carolina, Inc	Nasif Kayed	919-806-3162
671	Northgate Mall	1058 West Club Blvd	Space 3 140	Durham	NC	27701	BCT of North Carolina, Inc	Nasif Kayed	919-286-9969
628	Hamilton Place	2100 Hamilton Place Blvd	Suite 147	Chattanooga	TN	37421	DNC Corporation	David Cha	423-894-3998
630	West Town Mall	7600 Kingston Pike	Room 1140	Knoxville	TN	37919	DNC Corporation	David Cha	865-531-7521
657	Northgate Mall	221 Northgate Mall	#F9	Chattanooga	TN	37415	DNC Corporation	David Cha	423-870-5973
759	Knoxville Center Mall	3001 Knoxville Center Dr	#N04	Knoxville	TN	37924	DNC Corporation	David Cha	865-522-2501
649	Landmark Mall	5801 Duke St	C214	Alexandria	VA	22304	Cupojo, Inc.	Carolyn Fitzpatrick	703-642-2865
661	Dulles Town Center	21100 Dulles Town Cir	Suite 228	Dulles	VA	20166	Cupojo, Inc.	Robin Graves	703-406-9642

* Franchisee terminated and closed its Store as of January 1, 2007.

INTERNATIONAL FRANCHISE LOCATIONS

STORE #	FRANCHISE LOCATION	ADDRESS	ADDRESS2	CITY	COUNTRY	ZIP	OWNER	CONTACT	PHONE
781	India H.K MULTIPLEX & HOSPITALITY PVT, LTD	ATTN: RAVISH MEHRA MAYAPURI, PHASE II	C-110	NEW DELHI	India	110 064	Victoria Impex Private Limited	Ravish Mehra	
764	Westmoreland Street	Roasted Bean Limited International Logistics Center	Furry Park IND EST Sandtry	Dublin 9	Ireland		Lorraine Sweeney	Lorraine Sweeney	
765	Eason's Westmoreland	Roasted Bean Limited International Logistics Center	Furry Park IND EST Sandtry	Dublin 9	Ireland		Lorraine Sweeney	Lorraine Sweeney	
766	Eason's Dawson	Roasted Bean Limited International Logistics Center	Furry Park IND EST Sandtry	Dublin 9	Ireland		Lorraine Sweeney	Lorraine Sweeney	
767	Eason's O'Connell	Roasted Bean Limited International Logistics Center	Furry Park IND EST Sandtry	Dublin 9	Ireland		Lorraine Sweeney	Lorraine Sweeney	
775	Jordan #1 Abdoun Circle	c/o Future Hyat Co. Al Madina Al Mounawara St. Al Haythem Bldg. 4th fl Office 410		Amman	Jordan		Future Hayat Company	Marwan Rezk	
772	Turkey	Merkez: Elmas Cad. No: 6	Samandira 34087	Kartal / Istanbul	Turkey		Rey Gida	Rudolf Heiglmaier	
760	St. Thomas	9800 Buccaneer Mall		Charlotte Amalie	Virgin Islands	00802	Allie and Beverly Petrus	Beverly Petrus	
669	Kuwait	P.O.Box 4441 Hawalli	32075		Kuwait		Mohammed S M Z Al Huwaitan and American Mattress Company	Alan Menezes	

749	Kuwait # 2	P.O.Box 4441 Hawalli			Kuwait		Mohammed S M Z Al Huwaitan and American Mattress Company	Alan Menezes	
755	Kuwait #3	Shuwaikh, Future Zone Alghazali Bridge Ext.	PO Box 4441		Kuwait	32075	Mohammed S M Z Al Huwaitan and American Mattress Company	Alan Menezes	

REGIONAL DIRECTOR FRANCHISES

Territory	ADDRESS	ADDRESS2	CITY	COUNTRY	ZIP	OWNER	CONTACT	PHONE
South California	2638 Yates Ave		Commerce	CA	90040	Hospitality Concepts, LLC	Gereis M. Sidaros	562-577-0695
South Nevada	2638 Yates Ave		Commerce	CA	90040	Hospitality Concepts, LLC	Gereis M. Sidaros	562-577-0695
West Florida	1123 Overcash Dr		Dunedin	FL	34698	Coffee House International, LLC	Jessica Bradley	727-512-5522

EXHIBIT F

LIST OF FORMER FRANCHISEES

**LIST OF FORMER BARNIE'S COFFEE & TEA COMPANY FRANCHISEES
(AS OF DECEMBER 31, 2006)**

The following is a list of all Store franchises that have had an agreement terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during: (a) Bernie's I's 2006 fiscal year (the year ended September 30, 2006) and (b) the three-month period between October 1, 2006 and our most recent fiscal year end, December 31, 2006. This list also includes all Store franchisees that have not communicated with us within ten (10) weeks of the date of this Offering Circular.

- **Smoothie King, Inc. (Keith Smith)**

Reason: Franchisee closed store 12/2005.

Daytona Drive-Thru
838 N. Ridgewood Ave
Daytona Beach, FL 32114
(386) 257-1102

- **Barking Spider Bistro, Inc. (Barbara Jo Berberi)**

Reason: Franchisee closed store on 11/6/2005.

2475 McMullen Booth Road Suite 147
Clearwater, FL 33759
(727) 796-4040

- **Sacred Grounds Café (Gary and Kristina Lofsten)**

Reason: Franchise Agreement terminated prior to store opening.

Shoppes of Heron Creek
North Port, FL
(941) 815-6176

- **EDZA Coffee & Tea, Inc (Edwin and Zahira Martinez)**

Reason: Franchise Agreement terminated prior to store opening.

Solivita Marketplace
Kissimmee, FL
(407) 518-6263

- **DP3, Inc (John Dillon)**

Reason: Franchise Agreement terminated prior to store opening.

Sea Pines Center
71 Lighthouse Rd
Suite 316
Hilton Head, SC 29928
(860) 836-9480

- **Coffee, LLC (Fernando Menendez)**

Reason: Franchise Agreement terminated prior to store opening.

Plaza las Americas
San Juan, Puerto Rico

- **Tata Group, Inc (Ricky Panchal)**

Reason: Sold store to Sunder Maskin, LLC (Deepjyot Kaur) on 9/22/2006.

C/O Marble Slab Creamery
415 N Alafaya Tr
Waterford Lakes Town Center
Orlando, FL 32828
(407) 346-7522

- **IFG, LLC (Eric Jacobs, Mike Kaufman, Brian Silver)**

Reason: Franchisee closed store on 12/26/2006.

1911 Harrison St
Hollywood, FL 33020
(954) 929-0679

- **Coffee & Wine Bar, LLC (Kal Patel and Elizabeth Yonker)**

Reason: Franchisee has not communicated with Franchisor in the 10 week period prior to 12/31/2006.

55 W Church St
Orlando, FL 32801
(407) 913-7733

EXHIBIT G

LIST OF STATE FRANCHISE ADMINISTRATORS AND EFFECTIVE DATES

FTC BARNIE'S COFFEE & TEA COMPANY® OFFERING CIRCULAR

FTC EFFECTIVE DATE: April 24, 2007

CALIFORNIA

California Commissioner of Corporations
Department of Corporations
1515 K Street, Suite 200
Sacramento, California 95814-4017

EFFECTIVE DATE: _____

HAWAII

Commissioner of Securities of the
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

EFFECTIVE DATE: _____

ILLINOIS

Attorney General State of Illinois
500 South Second Street
Springfield, Illinois 62706

EFFECTIVE DATE: _____

INDIANA

Agent for Service of Process
Indiana Secretary of State
201 State House Street
200 West Washington Street
Indianapolis, Indiana 46204

State Administrator

Securities Commissioner
Indiana Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

EFFECTIVE DATE: April 25, 2007

MARYLAND

Securities Commissioner (Agent to Receive
Process)
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

Office of the Attorney General (State
Administration Authority)
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

EFFECTIVE DATE: _____

MICHIGAN

Consumer Protection Division
Attn.: Franchise
670 Law Building
Lansing, Michigan 48913

EFFECTIVE DATE: April 25, 2007

MINNESOTA

Commissioner of Commerce
Minnesota Department of Commerce
85 - 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198

EFFECTIVE DATE: _____

NEW YORK

Secretary of State
of the State of New York
162 Washington Avenue
Albany, New York 12231

New York State Department of Law
Bureau of Investor Protection and Securities
120 Broadway, 23rd Floor
New York, New York 10271

EFFECTIVE DATE: _____

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor
Bismarck, North Dakota 58505-0510

EFFECTIVE DATE: _____

RHODE ISLAND

Administrator
R.I. Dept. of Bus. Regulation
Securities Section
233 Richmond Street, Suite 232
Providence, Rhode Island 02903-4232

EFFECTIVE DATE: _____

SOUTH DAKOTA

Department of Revenue and Regulation
Division of Securities
445 East Capitol
Pierre, South Dakota 57501

EFFECTIVE DATE: _____

VIRGINIA

Clerk of the State Corporation Commission
(Agent for Service of Process)
1300 E. Main St.
Richmond, Virginia 23219

State Corporations Commission
(State Administrator)
Division of Securities and
Retail Franchising

P.O. Box 1197
Richmond, Virginia 23209

EFFECTIVE DATE: April 30, 2007

WASHINGTON

Director
Washington State Department of
Financial Institutions Securities Division
P.O. Box 9033
Olympia, Washington 98507

EFFECTIVE DATE: _____

WISCONSIN

Commissioner of Securities
Department of Financial Institutions
345 West Washington Avenue, 4th Floor
P.O. Box 1768
Madison, Wisconsin 53701

EFFECTIVE DATE: April 25, 2007

EXHIBIT H

TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL

Operations Manuals

- **Franchise Workbook (260 pages)**
 1. Store Opening Timeline (16 pages)
 2. Architects and Contractors (11 pages)
 3. Vendors and Business Support List (6 pages)
 4. Equipment Cut Sheets (91 pages)
 5. Cookies (3 pages)
 6. POS/Cash Register (11 pages)
 7. Equipment Resource and Support (7 pages)
 8. Beer and Wine Program (22 pages)
 9. Trade Dress Style Guide (36 pages)
 10. Training – Corporate and Food Safety (15 pages)
 11. Grand Opening Marketing Support (21 pages)
 12. Store Set (18 pages)
 13. Opening Checklist (3 pages)
- **Training Presentations (132 pages)**
 1. Introduction to Barnie's (6 pages)
 2. Customer Service (7 pages)
 3. Coffee (17 pages)
 4. Drink Basics (13 pages)
 5. Tea (14 pages)
 6. Food and Beverage (5 pages)
 7. Food Safety (9 pages)
 8. Cash Control (7 pages)
 9. Merchandising (6 pages)
 10. Selling Skills (10 pages)
 11. Order Book (4 pages)
 12. Ordering and Receiving (6 pages)
 13. Operations (11 pages)
 14. Grand Opening and Marketing (6 pages)
 15. Staffing (8 pages)
 16. Chemical Safety (3 pages)
- **Training Manual (144 pages)**
 1. Coffee (50 pages)
 2. Staffing (30 pages)
 3. Tea (4 pages)
 4. Cash (6 pages)
 5. Ordering (20 pages)
 6. Operations (34 pages)
- **Maintenance (109 pages)**
 1. Cleaning and Sanitation Standards (18 pages)
 2. Espresso Machine (20 pages)
 3. Espresso Grinder (9 pages)
 4. Coffee Grinder – Ditting (4 pages)
 5. Coffee Grinder – Bunn (2 pages)
 6. Coffee Makers – Bunn (6 pages)
 7. Satellite – Bunn (5 pages)
 8. Tea Maker – Bunn (3 pages)
 9. Water Filters (5 pages)
 10. Vita Mix (25 pages)
 11. Ice Maker (8 pages)
 12. Refrigerators (4 pages)

- 13. Super Automatic – Schaerer (13 pages)
- 14. Scale (12 pages)
- 15. Maintenance Checklist (2 pages)
- **Recipes (22 pages)**

EXHIBIT I

STATE ADDENDA AND AGREEMENT RIDERS

**ADDENDUM TO
THE BARNIE'S COFFEE & TEA COMPANY®
MULTI-STATE FRANCHISE OFFERING CIRCULAR
FOR THE STATE OF CALIFORNIA**

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 OFFERING CIRCULAR.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 USCA Sec. 101 et. seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

Neither the Franchisor nor any person listed in Item 2 of this offering circular 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 USCA sec. 78a, et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The earnings claims made in Item 19 of this offering circular do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the 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 franchised Bernie's Coffee & Tea store. Franchisees or former franchisees listed in this offering circular may be one source of this information.

**ADDENDUM TO
THE BARNIE'S COFFEE & TEA COMPANY®
MULTI-STATE FRANCHISE OFFERING CIRCULAR
FOR THE STATE OF ILLINOIS**

1. Item 3 of the UFOC is amended to read as follows:

Except as disclosed in Item 3 of this Offering Circular, neither the franchisor, any predecessor nor any other person or entity identified in item 2:

A. Has any administrative, criminal or civil action pending against that person or entity alleging a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive trade practices or comparable civil or misdemeanor allegation;

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period prior to the date of the Offering Circular, 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 allegation;

C. Is subject to a currently effective injunctive or restrictive order or decree relating to 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 is subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person or entity 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.

2. The “Summary” section of paragraph (v) of the chart in Item 17 (Choice of Forum) of the Offering Circular is amended to read as follows:

Litigation in Illinois.

3. The “Summary” section of paragraph (x) of the chart in Item 17 (Choice of Law) of the Offering Circular is amended to read as follows:

Illinois law applies.

**ADDENDUM TO
THE BARNIE'S COFFEE & TEA COMPANY®
MULTI-STATE FRANCHISE OFFERING CIRCULAR
FOR THE STATE OF MARYLAND**

1. The “Summary” section of Items 17(c) and (m) of the Offering Circular are amended by adding the following:

provided, however, that such releases shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

2. The “Summary” section of Item 17(h) of the Offering Circular is amended by adding the following:

The Franchise Agreement, Area Development Agreement, and Regional Director Agreement provide for termination on your bankruptcy. These provisions might not be enforceable under federal bankruptcy law (11USC 101, et seq.), but we will enforce it to the extent enforceable.

3. The “Summary” section of Item 17(x) of the Offering Circular is amended by adding the following:

, except as otherwise required by the Maryland Franchise Registration and Disclosure Law. Claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

**ADDENDUM TO
THE BARNIE'S COFFEE & TEA COMPANY®
MULTI-STATE FRANCHISE OFFERING CIRCULAR
FOR THE STATE OF MINNESOTA**

1. The second sentence of the last paragraph of Item 13 of the Offering Circular is deleted, and the following sentence is added in its place:

We will protect you, to the extent required by the Minnesota franchise Act, against claims of infringement or unfair competition regarding your use of the Marks when, in the opinion of our counsel, your rights require protection.

2. The following paragraphs are added to the end of the chart in Item 17 of the Offering Circular:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 0C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation conducted outside Minnesota. In addition, nothing in the Offering Circular or Franchise Agreement can abrogate or reduce any of your rights as provided in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for the by the laws of the jurisdiction.

**ADDENDUM TO
THE BARNIE'S COFFEE & TEA COMPANY®
MULTI-STATE FRANCHISE OFFERING CIRCULAR
FOR THE STATE OF NEW YORK**

1. Item 3 of the Offering Circular is amended to read:

Except as disclosed in Item 3 of this Offering Circular, neither the franchisor, any predecessor nor any other person or entity identified in item 2:

A. Has any administrative, criminal or civil action pending against that person or entity alleging a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive trade practices or comparable civil or misdemeanor allegation;

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period prior to the date of the Offering Circular, 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 allegation;

C. Is subject to a currently effective injunctive or restrictive order or decree relating to 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 is subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person or entity 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.

2. Item 4 of the Offering Circular is amended to read:

Neither the franchisor, any affiliate, any predecessor, any officer nor any general partner has, during the 10-year period immediately prior to the date of the Offering Circular (a) filed as a 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 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.

3. The “Summary” section of Item 17(k) of the Offering Circular is amended to add the following:

No assignment will be granted except to an assignee who, in the good faith judgment of the company, is willing and able to assume the company’s obligations.

4. The “Summary” section of Item 17(x) of the Offering Circular is amended to add the following:

The foregoing choice of law provision should not be considered a waiver of any right conferred upon the company or the franchisee by the General Business Law of the State of New York, Article 33.

**ADDENDUM TO
THE BARNIE'S COFFEE & TEA COMPANY®
MULTI-STATE FRANCHISE OFFERING CIRCULAR
FOR THE STATE OF NORTH DAKOTA**

1. The “Summary” section of Items 17(c) and (m) of the Offering Circular are amended by adding the following:

(Any release executed will not apply to the extent prohibited by the North Dakota Franchise Investment Law.)

2. The “Summary” section of Item 17(r) of the Offering Circular is amended by adding the following:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota. However, we will seek to enforce them to the extent enforceable.

3. The “Summary” section of Items 17(w) and (x) of the Offering Circular is amended by adding the following:

, except as otherwise required by the North Dakota Franchise Investment Law (unless such law is preempted by federal law).

4. The “Summary” section of Item 17(x) of the Offering Circular is amended by adding the following:

, except for federal law and except as otherwise required by North Dakota law.

**ADDENDUM TO
THE BARNIE'S COFFEE & TEA COMPANY®
MULTI-STATE FRANCHISE OFFERING CIRCULAR
FOR THE STATE OF RHODE ISLAND**

1. The “Summary” section of Item 17(x) of the Offering Circular is amended by adding the following:

, except for federal law and except as otherwise required by the Rhode Island Franchise Investment law.

**ADDENDUM TO
THE BARNIE'S COFFEE & TEA COMPANY®
MULTI-STATE FRANCHISE OFFERING CIRCULAR
FOR THE STATE OF WASHINGTON**

Notwithstanding anything to the contrary set forth in the Offering Circular, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington:

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO
THE FRANCHISE AGREEMENT, THE AREA DEVELOPMENT AGREEMENT AND THE
REGIONAL DIRECTOR AGREEMENT**

**RIDER TO FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA**

**(For use only if (i) franchisee is a California resident or
(ii) the franchise will be operated in California)**

Section 18.4 of the Franchise Agreement amended by deleting the second and third sentences which read as follows:

“Except with regard to your obligations to pay Royalty payments and other fees and other payments due us and our affiliates pursuant to this Agreement, any claims between us must be commenced within one year from the occurrence of the facts giving rise to such claim, or such claim shall be barred. You understand that such time limit may be shorter than otherwise allowed by law.”

IN WITNESS WHEREOF, Barnie’s Franchise Service, LLC and the Franchisee have executed this Amendment on the date first above written in the Agreement.

BARNIE’S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

FRANCHISEE

Date: _____

**RIDER TO AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF CALIFORNIA**

**(For use only if (i) area developer is a California resident or
(ii) the area development agreement covers territory in California)**

Section 16.4 of the Area Development Agreement is amended by deleting the second and third sentences which read as follows:

“Any claims between the parties must be commenced within one year from the occurrence of the facts giving rise to such claim, or such claim shall be barred. The parties understand that such time limit may be shorter than otherwise allowed by law.”

IN WITNESS WHEREOF, Barnie’s Franchise Service, LLC and the Developer have executed this Amendment on the date first above written in the Agreement.

BARNIE’S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

DEVELOPER

Date: _____

**RIDER TO REGIONAL DIRECTOR AGREEMENT
FOR THE STATE OF CALIFORNIA**

**(For use only if (i) Regional Director is a California resident or
(ii) the Regional Director's business will be operated in California)**

Section 19.4 of the Regional Director Agreement amended by deleting the second and third sentences which read as follows:

“Except with regard to the Regional Director's obligation to pay the Franchisor and its affiliates amounts due pursuant to this Agreement or otherwise, any claims between the parties must be commenced 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, or such claim shall be barred. The parties understand that such time limit might be shorter than otherwise allowed by law. ”

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Regional Director have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

REGIONAL DIRECTOR

Date: _____

**RIDER TO FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

**(For use only if (i) franchisee is an Illinois resident or
(ii) the franchise will be operated in Illinois)**

1. Section 19.1 of the Franchise Agreement is deleted in its entirety, and the following is substituted in its place:

19.1 Governing Law; Consent to Venue and Jurisdiction. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 USC §§ 1051 et seq.) or other federal law, this Agreement shall be interpreted under the laws of the State of Illinois, and any dispute arising between the parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of Illinois, which laws shall prevail in the event of any conflict of law. If a claim is asserted in any legal proceeding involving Franchisee or any Bound Party and the Company, the parties agree that the venue for such disputes shall be in the federal or state courts located in the State of Illinois. Each party hereby irrevocably submits to the jurisdiction of such courts and waives any objection it might have to the personal jurisdiction of or venue in such courts.

2. The following language is added to the end of Section 19.4:

However, this Section shall not waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Franchisee have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____

Title: _____

Date: _____

FRANCHISEE

Date: _____

**RIDER TO AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF ILLINOIS**

**(For use only if (i) area developer is an Illinois resident or
(ii) the area development agreement covers territory in Illinois)**

1. Section 16.1 of the Area Development Agreement is deleted in its entirety, and the following is substituted in its place:

16.1 Governing Law; Consent to Venue and Jurisdiction. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 USC §§ 1051 et seq.) or other federal law, this Agreement shall be interpreted under the laws of the State of Illinois, and any dispute arising between the parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of Illinois, which laws shall prevail in the event of any conflict of law. If a claim is asserted in any legal proceeding involving Developer or any Bound Party and the Company, the parties agree that the venue for such disputes shall be in the federal or state courts located in the State of Illinois. Each party hereby irrevocably submits to the jurisdiction of such courts and waives any objection it might have to the personal jurisdiction of or venue in such courts.

2. The following language is added to the end of Section 16.4:

However, this Section shall not waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Developer have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

DEVELOPER

Date: _____

**RIDER TO REGIONAL DIRECTOR AGREEMENT
FOR THE STATE OF ILLINOIS**

**(For use only if (i) Regional Director is an Illinois resident or
(ii) the Regional Director Agreement covers territory in Illinois)**

1. Section 19.2 of the Regional Director Agreement is deleted in its entirety, and the following is substituted in its place:

19.2 Governing Law/Consent to Venue and Jurisdiction. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051) or other federal law, this Agreement shall be interpreted under the laws of the State of Illinois, and any dispute between the parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of that state, which laws shall prevail in the event of any conflict of law. If a claim is asserted in any legal proceeding involving the RD or any Bound Party and the Franchisor, the parties agree that the exclusive venue for disputes between them shall be in state or federal courts located in the State of Illinois, and each party waives any objection it might have to the personal jurisdiction of or venue in such courts.

2. The following language is added to the end of Section 19.4:

However, this Section shall not waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Regional Director have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

REGIONAL DIRECTOR

Date: _____

**RIDER TO FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

**(For use only if (i) franchisee is a Maryland resident or
(ii) the franchise will be operated in Maryland)**

1. The following is added to the end of Sections 1.4(f) and 13.5:

Notwithstanding the foregoing, releases shall not be required if or to the extent prohibited by applicable law with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of Section 19.4:

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

3. The following is added to the end of Sections 23.7 and 24:

The foregoing provisions 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.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Franchisee have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

FRANCHISEE

Date: _____

**RIDER TO AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF MARYLAND**

**(For use only if (i) area developer is a Maryland resident or
(ii) the area development agreement covers territory in Maryland)**

1. The following is added to the end of Section 8.2(d):

Notwithstanding the foregoing, releases shall not be required if or to the extent prohibited by applicable law with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of Section 16.4:

Claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the development rights.

3. The following is added to the end of Sections 20.2 and 21:

The foregoing provisions 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.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Developer have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

DEVELOPER

Date: _____

**RIDER TO REGIONAL DIRECTOR AGREEMENT
FOR THE STATE OF MARYLAND**

**(For use only if (i) Regional Director is a Maryland resident or
(ii) the Regional Director Agreement covers territory in Maryland)**

1. The following is added to the end of Sections 16.2(d):

Notwithstanding the foregoing, releases shall not be required if or to the extent prohibited by applicable law with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of Section 19.4:

Claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years from the date on which the Regional Director knew or should have known of the facts giving rise to the claim, or such claims shall be barred.

3. The following is added to the end of Sections 19 and 20:

The foregoing provisions 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.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Regional Director have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

REGIONAL DIRECTOR

Date: _____

**RIDER TO FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

**(For use only if (i) franchisee is a Minnesota resident or
(ii) the franchise will be operated in Minnesota)**

1. The following is added to Section 11.2:

Company agrees to protect Franchisee, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to Franchisee's use of the Marks when, in the opinion of Company's counsel, Franchisee's rights warrant protection.

2. The following is added to the end of Sections 1.4(f) and 13.5:

Notwithstanding the foregoing, releases shall not be required if or to the extent prohibited by applicable law with respect to claims arising under the Minnesota franchise Act.

3. The following is added to Section 15.7:

Minnesota law provides a franchisee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subds. 3, 4 and 5 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 nonrenewal of this Agreement.

4. Section 19.2 is deleted in its entirety.

5. The following is added to Section 21.4:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three (3) years from the occurrence of the facts giving rise to such claims, or such claim shall be barred.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Franchisee have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

FRANCHISEE

Date: _____

**RIDER TO AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF MINNESOTA**

**(For use only if (i) area developer is a Minnesota resident or
(ii) the area development agreement includes territory in Minnesota)**

1. The following is added to Section 7.3:

Franchisor agrees to protect Developer, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to Developer's use of the Marks when, in the opinion of Franchisor's counsel, Developer's rights warrant protection.

2. The following is added to the end of Section 8.2(d):

Notwithstanding the foregoing, releases shall not be required if or to the extent prohibited by applicable law with respect to claims arising under the Minnesota franchise Act.

3. The following is added to Section 11.6:

Minnesota law provides a franchisee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subds. 3, 4 and 5 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 nonrenewal of this Agreement.

4. Section 16.2 is deleted in its entirety.

5. The following is added to Section 26.4:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three (3) years from the occurrence of the facts giving rise to such claims, or such claim shall be barred.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Developer have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

AREA DEVELOPER

Date: _____

**RIDER TO REGIONAL DIRECTOR AGREEMENT
FOR THE STATE OF MINNESOTA**

**(For use only if (i) Regional Director is a Minnesota resident or
(ii) the Regional Director agreement includes territory in Minnesota)**

1. The following is added to Section 10.4:

Franchisor agrees to protect Regional Director, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to Regional Director's use of the Marks when, in the opinion of Franchisor's counsel, Developer's rights warrant protection.

2. The following is added to the end of Section 16.2(d):

Notwithstanding the foregoing, releases shall not be required if or to the extent prohibited by applicable law with respect to claims arising under the Minnesota franchise Act.

3. The following is added to Section 17.8:

Minnesota law provides a franchisee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subds. 3, 4 and 5 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 nonrenewal of this Agreement.

4. Section 19.3 is deleted in its entirety.

5. The following is added to Section 19.4:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three (3) years from the occurrence of the facts giving rise to such claims, or such claims shall be barred.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Regional Director have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

REGIONAL DIRECTOR

Date: _____

**RIDER TO FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

**(For use only if (i) franchisee is a North Dakota resident or
(ii) the franchise will be operated in North Dakota)**

1. The following is added to the end of Sections 1.4(f) and 13.5:

(Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law).

2. The following is added at the end of Section 16.4:

COVENANTS NOT TO COMPETE SUCH AS THOSE MENTIONED ABOVE ARE GENERALLY CONSIDERED UNENFORCEABLE IN THE STATE OF NORTH DAKOTA. HOWEVER, FRANCHISEE ACKNOWLEDGES AND AGREES THAT COMPANY INTENDS TO SEEK ENFORCEMENT OF SUCH PROVISIONS TO THE EXTENT ENFORCEABLE UNDER THE LAW.

3. Section 19.2 is deleted in its entirety.

4. Company intends to enforce the seventh sentence of Section 19.4 to the extent enforceable under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and the Franchisee have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____

Title: _____

Date: _____

FRANCHISEE

Date: _____

**RIDER TO AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

**(For use only if (i) area developer is a North Dakota resident or
(ii) the area development agreement includes territory in North Dakota)**

1. The following is added to the end of Section 8.2:

(Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law).

2. The following is added at the end of Section 13.4:

COVENANTS NOT TO COMPETE SUCH AS THOSE MENTIONED ABOVE ARE GENERALLY CONSIDERED UNENFORCEABLE IN THE STATE OF NORTH DAKOTA. HOWEVER, DEVELOPER ACKNOWLEDGES AND AGREES THAT FRANCHISOR INTENDS TO SEEK ENFORCEMENT OF SUCH PROVISIONS TO THE EXTENT ENFORCEABLE UNDER THE LAW.

3. Section 16.2 is deleted in its entirety.

4. Franchisor intends to enforce the seventh sentence of Section 16.4 to the extent enforceable under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and Developer have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____

Title: _____

Date: _____

DEVELOPER

Date: _____

**RIDER TO REGIONAL DIRECTOR AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

**(For use only if (i) Regional Director is a North Dakota resident or
(ii) the Regional Director Agreement includes territory in North Dakota)**

1. The following is added to the end of Section 16.2(d):

(Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law).

2. The following is added at the end of Section 11.2:

COVENANTS NOT TO COMPETE SUCH AS THOSE MENTIONED ABOVE ARE GENERALLY CONSIDERED UNENFORCEABLE IN THE STATE OF NORTH DAKOTA. HOWEVER, DEVELOPER ACKNOWLEDGES AND AGREES THAT FRANCHISOR INTENDS TO SEEK ENFORCEMENT OF SUCH PROVISIONS TO THE EXTENT ENFORCEABLE UNDER THE LAW.

3. Section 19.3 is deleted in its entirety.

4. Franchisor intends to enforce the seventh sentence of Section 19.4 to the extent enforceable under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, Barnie's Franchise Service, LLC and Regional Director have executed this Amendment on the date first above written in the Agreement.

BARNIE'S FRANCHISE SERVICE, LLC

By: _____

Title: _____

Date: _____

REGIONAL DIRECTOR

Date: _____

**RIDER TO FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

**(For use only if (i) franchisee is a Rhode Island resident or
(ii) the franchise will be operated in Rhode Island)**

1. The following is added to the end of Section 19.1:

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.” However, Franchisee acknowledges and agrees that Company intends to seek enforcement of all aspects of its agreement to the extent allowed under federal law.

IN WITNESS WHEREOF, Barnie’s Franchise Service, LLC and the Franchisee have executed this Amendment on the date first above written in the Agreement.

BARNIE’S FRANCHISE SERVICE, LLC

By: _____

Title: _____

Date: _____

FRANCHISEE

Date: _____

**RIDER TO AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF RHODE ISLAND**

**(For use only if (i) area developer is a Rhode Island resident or
(ii) the area development agreement includes territory in Rhode Island)**

1. The following is added to the end of Section 16.1:

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.” However, Developer acknowledges and agrees that Franchisor intends to seek enforcement of all aspects of its agreement to the extent allowed under federal law.

IN WITNESS WHEREOF, Barnie’s Franchise Service, LLC and Developer have executed this Amendment on the date first above written in the Agreement.

BARNIE’S FRANCHISE SERVICE, LLC

By: _____

Title: _____

Date: _____

DEVELOPER

Date: _____

**RIDER TO REGIONAL DIRECTOR AGREEMENT
FOR THE STATE OF RHODE ISLAND**

**(For use only if (i) Regional Director is a Rhode Island resident or
(ii) the Regional Director Agreement includes territory in Rhode Island)**

1. The following is added to the end of Section 19.2:

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.” However, Regional Director acknowledges and agrees that Franchisor intends to seek enforcement of all aspects of its agreement to the extent allowed under federal law.

IN WITNESS WHEREOF, Barnie’s Franchise Service, LLC and Regional Director have executed this Amendment on the date first above written in the Agreement.

BARNIE’S FRANCHISE SERVICE, LLC

By: _____
Title: _____
Date: _____

REGIONAL DIRECTOR

Date: _____

EXHIBIT J

AUTHORIZED BROKERS

AUTHORIZED BROKERS

The following supplements the BARNIE'S COFFEE & TEA COMPANY Offering Circular with information regarding individuals who are authorized to engage in franchise sales activity on behalf of the Franchisor, Bernie's Franchise Service, LLC ("Bernie's").

Item 2:

Frangrowth Corporation

Frangrowth Corporation is an independent franchise marketing and sales enterprise that has been working with Bernie's since March 2007, although Frangrowth also provides services to franchise companies other than Bernie's. Frangrowth is a Florida corporation, incorporated on November 14, 2006 and is based in Orlando Florida.

David Bloom, President of Frangrowth

David Bloom is the President of Frangrowth (Orlando, FL) and has served in that capacity since its inception in November 2006. Mr. Bloom was a Senior Vice President for Quizno's Subs, LLC in Denver Colorado from January 2001 until October 2006, and was employed by Quiznos Subs in various capacities since 1991.

Kevin Bednoski, Vice President—Sales for Frangrowth

Kevin Bednoski is the Vice President—Sales of Frangrowth (Orlando, FL) and has served in that capacity since April 2007. Prior to that, Mr. Bednoski Vice President of Development for Quizno's Subs, LLC in Denver Colorado from August 2002 until October 2006. Prior to that, Mr. Bednoski was Director of Sales for Clear Blue Technologies in Vienna, Virginia from January 2002 until August 2002.

Item 3:

Moiez Al-Harazi and Sawson Shoraan v. The Quizno's Canada Restaurant Corporation, et. al., Court File No. 05-CV-302670 (Ontario Superior Court of Justice). On January 5, 2006, Moiez Al-Harazi and Sawson Shoraan, existing Quizno's franchisees who entered into a Quizno's franchise agreement sometime after January 30, 2001 for a QUIZNOS Restaurant in Ontario and do not yet have a finalized site for the restaurant, filed their Amended Statement of Claim on behalf of themselves and other similarly-situated franchisees (collectively, the "Class Members") against The Quiznos Realty Company, LLC, The Quiznos Master, LLC, Quiz-Can Ltd., Rick Schaden, Patrick E. Meyers, David Bloom, and certain current and former employees of The Quiznos Realty Company, LLC. The claim alleges that each of the purported class members is entitled to rescind his or her Quizno's franchise agreements because the Quizno's disclosure document received by plaintiffs failed to disclose certain information about the franchise opportunity in violation of the Wishart Act. In addition, the claim seeks compensation for loss of income and foregone opportunity cost because the purported class members' execution of the Quizno's franchise agreement allegedly prevented them from engaging

in any other significant work. Finally, the claim seeks damages in the event the defendants' fail to pay the compensation to class members within 60 days of the date they were served with the statement of claim. On February 24, 2006, the plaintiffs amended the statement of claim further and on or about April 4, 2006, they served their certification motion material. The hearing date on the certification motion has not yet been set and defendants have not yet delivered their responding certification materials. On September 28, 2006, the court, with the consent of the plaintiffs and Quizno's, approved the dismissal of the claims against all of the named current and former employees of the Quizno's entities on a with prejudice basis. On November, 23, 2006, the plaintiffs issued a Fresh as Amended Statement of Claim. Defendants intend to vigorously defend this action.

Raymond Bonanno, Anthony Bonanno, Robert Peter, Rajan Desai, Nisha Desai aka Nisha Bhansali, Elisa Whitehall, Daljit Parmar, Manjit Parmar, Irving Brothman, Binita Patel and Hemlatta Patel, individually and on behalf of others similarly situated v. The Quizno's Master LLC. et. al., (Superior Court of New Jersey, Law Division, Middlesex County). On February 16, 2006, plaintiffs, on behalf of themselves and others similarly situated, filed a class action complaint against The Quizno's Master, LLC, The Quiznos Corporation, QFA Royalties, LLC, Kevin Bednoski (then a Quizno's employee), Robert Tobias, an Area Director, and certain former Quizno's employees alleging that defendants fraudulently induced them to sign franchise agreements by misrepresenting that they would receive exclusive trade areas with viable locations for QUIZNOS Restaurants. The complaint alleges fraudulent inducement, violation of the covenant of good faith and fair dealing, breach of fiduciary duty, unjust enrichment, breach of contract, negligent misrepresentation, and violations of the New Jersey Consumer Protection Act ("NJCPA"), and the New Jersey Franchise Practices Act ("NJFPA"). The complaint seeks, among other things, an unspecified amount of damages, rescission of the franchise agreements, and injunctive relief to prevent future sales of QUIZNOS franchises in New Jersey. On March 15, 2006, defendants filed a motion to dismiss the complaint, which is presently pending. Plaintiffs filed a motion seeking to have notice of the action sent to the putative class members at defendants' expense. Defendants have filed their opposition to that motion, which is also presently pending. Defendants intend to defend this action vigorously.

EXHIBIT K

REMOVABLE RECEIPTS FOR FRANCHISOR AND FRANCHISEE

RECEIPT

This Offering Circular summarizes provisions of the Franchise Agreement and other information in plain language. Read this offering circular and all agreements carefully.

If Bernie's offers you a Franchise, Bernie's must provide this offering circular to you by the earliest of:

- (1) **the first personal meeting to discuss our franchise; or**
- (2) **ten business days before signing of a binding agreement; or**
- (3) **ten business days before any payment to Bernie's.**

You must also receive a Franchise Agreement, Area Development Agreement, or Regional Director Agreement, as applicable, containing all material terms at least five business days before you sign any such agreement (or 14 days in Illinois).

If Bernie's does not deliver this Offering Circular on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency set forth in Exhibit G.

* * * * *

I have received a 2007 BARNIE'S COFFEE AND TEA COMPANY® Uniform Franchise Offering Circular. This Offering Circular included the following Exhibits:

Audited Financial Statements for Fiscal Years 2006, 2005, 2004, and 2003.....	A
Franchise Agreement	B
Area Development Agreement	C
Regional Director Agreement	D
List of Franchisees.....	E
List of Former Franchisees.....	F
List of State Franchise Administrators and Effective Dates	G
Table of Contents of Confidential Operations Manual	H
State Addenda and Agreement Riders	I
Authorized Brokers.....	J
Removable Receipts for Franchisor and Franchisee.....	K

Printed Name Of Person Receiving Offering Circular:

Print The Address Of The Person Receiving The Offering Circular:

Signature Of Person Receiving Offering Circular:

If Receiving Offering Circular For A Corporation, Partnership Or Limited Liability Company, Print The Name Of The Entity:

Print the Date on Which You Received The Offering Circular:

Title:_____