

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in South Dakota. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement of disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in South Dakota than in your own state.

2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Unregistered trademark. The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.**

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

courses, seminars, or other training programs. You are responsible for all training-related costs and expenses including salary, travel, lodging, and dining costs for all your employees who attend training.

ITEM 12 TERRITORY

Franchise Agreement

You will operate the Shop at a location that we must approve as meeting our minimum site selection criteria. When the franchise agreement is signed, we will agree on a non-exclusive “Site Selection Area” within which the Shop will be established. It is your responsibility to select a site for the Shop within the Site Selection Area.

When the Shop location is identified, we will determine the boundaries of your “Protected Area,” which will be identified in Attachment B to the franchise agreement. Your Protected Area may be defined as a specified radius surrounding the Shop, may be identified on a map, or may be identified by a geographic description, but will exclude any venue defined as a “Captive Market” (i.e., any facility that serves a captive market, such as a department store, mall, medical building or office building, or any facility for which food and/or beverage service rights are contracted to a third party). A minimum Protected Area is a one-mile radius surrounding a Shop.

~~We~~ You will receive an exclusive territory (meaning that we will not ~~operate~~ establish either a company-owned or ~~grant anyone other than you~~ franchised outlet selling the right to operate an same or similar goods or services under the EGG ON A ROLL ~~Shop within your Protected Area~~ name or similar name) with one exception: if we merge with, acquire, or are acquired by a company with established businesses similar to an EGG ON A ROLL Shop, those businesses may be converted to EGG ON A ROLL Shops even if they are located in your Protected Area. We have the right, however, to operate and grant others the right to operate other businesses that sell similar products under a different trademark, and to distribute pre-packaged foods and other products and services identified by the EGG ON A ROLL trademarks or other trademarks through other distribution channels including supermarkets, convenience stores, and online ordering system. We are not required to compensate you if we exercise any of the rights specified above inside your Protected Area.

You have the right to advertise and market outside your Protected Area, but may not engage in geo-targeted marketing inside another franchisee’s Protected Area. You must offer delivery services and participate in the third-party delivery system(s) that we designate (such as UberEats) on the terms that we have negotiated with the third-party provider. You may provide off-site catering services in accordance with our policies and procedures, which may include fulfilling catering orders placed online through a centralized catering platform that we may establish.

You may relocate the Shop, only with our prior written consent. We will consent to relocation if your lease expires or terminates through no fault of yours, or if the Shop premises is destroyed or materially damaged by fire, flood, or other natural catastrophe and you are not in default of the franchise agreement or any other agreement with us.

There are no circumstances that permit us to modify your territorial rights under the franchise agreement. Unless we grant you development rights under a development agreement, we do not grant you any options or rights of first refusal to acquire additional franchises.

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Development Agreement

Under the development agreement, we grant you the right to develop and operate a specified number of EGG ON A ROLL Shops at sites in a specified Development Area. The Development Area will be

STATE-SPECIFIC DISCLOSURES

FOR THE STATE OF MINNESOTA

Item 5 and 7 of the disclosure document is amended by the following:

Based upon the franchisor's financial condition, Minnesota has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisee opens for business under the franchise agreement.

Item 6 of the franchise disclosure document is amended by the following:

Under Minnesota Statute 604.113, NSF checks are governed by Minnesota, which puts a cap of \$30 on service charges.

Item 13 of the disclosure document is supplemented by the following:

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols ("Marks") or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 of the disclosure document is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that (1) a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

FOR THE STATE OF NORTH DAKOTA

ATTACHMENT E
STATE SPECIFIC AMENDMENTS
EGG ON A ROLL FRANCHISING, LLC
MINNESOTA AMENDMENT TO THE AREA DEVELOPMENT AGREEMENT

This MINNESOTA AMENDMENT (the “Amendment”) is made and entered into as of this _____ day of _____, 20__ (the “Agreement Date”), between **Egg on a Roll Franchising, LLC**, a South Dakota limited liability company, with its principal mailing address at 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104 (“Franchisor”), and _____, whose principal business address is _____ (“Developer”).

1. Section 3.2 (Initial Fees) of the Area Development Agreement is amended by the following:

Based upon the franchisor’s financial condition, Minnesota has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisee opens for business under the franchise agreement.

2. Under the Minnesota Statute 604.113, NSF checks are governed by Minnesota, which puts a cap of \$30 on service charges.

3. Background. Franchisor and Developer are parties to that certain Area Development Agreement that has been signed concurrently with the signing of this Amendment (the “Development Agreement”). This Amendment is annexed to and forms part of the Development Agreement. This Amendment is being signed because (a) the EGG ON A ROLL franchise that Developer will operate under the Development Agreement will be located in Minnesota; and/or (b) any of the franchise offering or sales activity with respect to the Development Agreement occurred in Minnesota.

24. Minnesota Law. The following paragraphs are added to the end of the Development Agreement:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a Developer be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Development Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement to be effective on the Effective Date set forth above.

FRANCHISOR
EGG ON A ROLL FRANCHISING, LLC

DEVELOPER

**ATTACHMENT H
STATEE SPECIFIC AMENDMENTS**

**EGG ON A ROLL HOLDCO, LLC
MINNESOTA AMENDMENT TO FRANCHISE AGREEMENT**

This MINNESOTA AMENDMENT (the “Amendment”) is made and entered into as of this _____ day of _____, 20__ (the “Agreement Date”), between **Egg on a Roll Franchising, LLC**, a South Dakota limited liability company, with its principal mailing address at 140 N. Phillips Avenue, Ste. 103, Sioux Falls, South Dakota 57104 (“Franchisor”), and _____, whose principal business address is _____ (“Franchisee”).

1. Section 4.1 (Initial Fees) of the Franchise Agreement is amended by the following:

Based upon the franchisor’s financial condition, Minnesota has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisee opens for business under the franchise agreement.

2. Under the Minnesota Statute 604.113, NSF checks are governed by Minnesota, which puts a cap of \$30 on service charges.

3. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Amendment (the “Franchise Agreement”). This Amendment is annexed to and forms part of the Franchise Agreement. This Amendment is being signed because (a) the EGG ON A ROLL franchise that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in Minnesota.

24. Minnesota Law. The following paragraphs are added to the end of the Franchise Agreement:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement to be effective on the Effective Date set forth above.