

## 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 and the development rights agreement require you to resolve disputes with the franchisor by arbitration and/or litigation only in the franchisor's then-current home state (currently Georgia). Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in its then-current home state (currently Georgia) than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
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.

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.

limitations on when we may require you to implement certain capital modifications. Brand Standards may regulate (to the maximum extent the law allows) ~~to the maximum extent the Law allows,~~ price advertising policies and pricing requirements for products and services the Restaurant sells, including (a) maximum, minimum, tiered, bundled, or other prices you must or may charge for the Restaurant's products and services, (b) your obligation to participate in discounting, national or regional promotions, limited-time or special offers, and other marketing initiatives for ROTI Restaurants, and (c) your compliance with mandatory pricing review windows during which you must submit and obtain our approval of proposed pricing changes. Unless we require specific pricing from time to time, we will help you determine the prices you should charge for your products and services. (Franchise Agreement – Sections 7.A and 7.C)

6. Let you use our Marks. (Franchise Agreement – Section 8)

7. Let you use our confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"). (Franchise Agreement – Section 9)

8. Maintain a Brand Fund for advertising, marketing, research and development, public relations, social media management, and customer relationship management programs, materials, and activities we deem appropriate to enhance, promote, and protect the ROTI Restaurant brand and franchise system. We describe the Brand Fund and other advertising activities below. (Franchise Agreement – Section 13.B)

9. Periodically inspect and monitor the Restaurant's operation. (Franchise Agreement – Section 15.A)

10. Periodically offer refresher training courses. (Franchise Agreement – Sections 6.B, D, and E)

11. Review advertising and promotional materials you want to use. (Franchise Agreement – Sections 13.C and D)

#### Advertising and Marketing Programs Fund

We have established a Brand Fund to which you must contribute the amounts we periodically specify. The Advertising Fund contribution rate currently is 3% of the Restaurant's bi-weekly Net Sales, which is generally the maximum rate we reserve the right to charge. However, we also have the right to increase your required Brand Fund contribution by up to an additional 2% of the Restaurant's Net Sales—for a total of up to 5% of the Restaurant's Net Sales—but only to the extent we concurrently and proportionately reduce your minimum required Local Marketing Spending Requirement. Your minimum required advertising and promotional expenditures will not exceed a total of 5% of the Restaurant's Net Sales. We may adjust the percentages among the various required expenditures throughout the franchise term. ROTI Restaurants that we and our affiliates own are not required to contribute to the Brand Fund.

We will direct all programs the Brand Fund finances, with sole control over and ownership of all creative and business aspects of the Fund's activities. The Brand Fund may advertise locally, regionally,

and/or nationally in printed materials, on radio or television, and/or on the Internet, as we think best. We and/or an outside regional or national advertising agency will produce all advertising and marketing.

We will account for the Brand Fund separately from our other funds (although we need not keep Brand Fund contributions in a separate bank account) and not use the Brand Fund for any of our general operating expenses. We will not use the Brand Fund specifically to develop materials and programs to solicit franchisees. However, media, materials, and programs prepared using Brand Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads. The Brand Fund had no operating history during 2024.

The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year and roll over unspent monies to the following year. We may use new Brand Fund contributions to pay Brand Fund deficits incurred during previous years. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and allow you to review it upon reasonable request (i.e., at least 30 days' prior written notice). We may (but need not) have the Brand Fund audited annually, at the Brand Fund's expense, by a certified public accountant we designate.

The Brand Fund's principal purposes are to maximize recognition of the Marks, increase patronage of ROTI Restaurants, and enhance, promote, and protect the ROTI Restaurant brand and franchise system. Although we will try to use the Brand Fund in the aggregate to develop and implement Marketing Materials and programs benefiting all ROTI Restaurants, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Fund contributions by ROTI Restaurants operating in that geographic area or that any ROTI Restaurant benefits directly or in proportion to its Brand Fund contribution from the development of Marketing Materials or the implementation of programs. (In other words, neither we nor the Brand Fund must spend any specific amount in your market area.)

We may at any time defer or reduce the Brand Fund contributions of any ROTI Restaurant franchisee and, upon 30 days' prior written notice to you, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will either (i) spend the remaining Fund balance on permitted programs and expenditures or (ii) distribute all unspent funds to our then-existing franchisees, and to us and our affiliates, in proportion to their and our respective Brand Fund contributions during the preceding 12 months. (Franchise Agreement – Section 13.B)

#### Local Marketing

Besides the Market Introduction Program described earlier, you must spend at least 2% of your Restaurant's monthly Net Sales on approved Marketing Materials and programs for the Restaurant. (Franchise Agreement – Section 13.D) You must share with us in advance your local marketing plans for pre-approval and then document that you spent the required 2% of your Restaurant's monthly Net Sales on the approved Marketing Materials and programs. Alternatively, you may choose to pay us 2% of your Restaurant's monthly Net Sales at the same time and in the same manner as the Royalty Fee, and we will spend the 2% Local Marketing funds for you in accordance with a marketing plan we will develop in cooperation with you. We may determine which expenses count or do not count toward

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
ROTI MODERN FRANCHISING, LLC**

The following are additional disclosures for the Franchise Disclosure Document of Roti Modern Franchising, LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

**ILLINOIS**

1. The following language is added to the end of Item 17 of the Franchise Disclosure Document:

Except for the Federal Arbitration Act that applies to arbitration, Illinois law governs the Franchise Agreement and Development Rights Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**MARYLAND**

1. [The following language is added to the end of Items 5 and 7 of the Franchise Disclosure Document:](#)

[Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you shall be deferred until we complete our pre-opening obligations under the Franchise Agreement and you have commenced operating your Restaurant. You must pay us the initial franchise fee in full on the day you begin operating your Restaurant.](#)

In addition, we will defer your payment of the development fee due to us under the Development Rights Agreement until we have fulfilled all our initial obligations to you and you have commenced operating your first Restaurant. You must pay us the full development fee on the day you begin operating your first Restaurant.

2. ~~1.~~The “Summary” sections of Items 17(c) and 17(m) in the Franchise Agreement chart in the Franchise Disclosure Document, captioned “Requirements for franchisee to renew or extend” and “Conditions for franchisor approval of transfer,” are amended by adding the following:

Any 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.

3. ~~2.~~The “Summary” section of Item 17(h) in the Franchise Agreement chart in the Franchise Disclosure Document, captioned “Cause’ defined – non-curable defaults,” is amended by adding the following:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq.*), but we will enforce it to the extent enforceable.

4. ~~3.~~The “Summary” section of Item 17(v) in both the Franchise Agreement and the Development Rights Agreement charts in the Franchise Disclosure Document, captioned “Choice of forum,” is amended to read as follows:

Subject to your arbitration obligation, and to the extent required by the Maryland Franchise Registration and Disclosure Law, you may bring an action in Maryland.

5. ~~4.~~The “Summary” section of Item 17(w) in both the Franchise Agreement and the Development Rights Agreement charts in the Franchise Disclosure Document, captioned “Choice of law,” is amended to read as follows:

Except for federal law and claims arising under the Maryland Franchise Registration and Disclosure Law, Georgia law applies.

6. ~~5.~~The following paragraphs are added to the end of Item 17 of the Franchise Disclosure Document:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

## **MINNESOTA**

1. The following language is added to the end of Items 5 and 7 of the Franchise Disclosure Document:

Based upon our financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, we will defer your payment of the initial franchise fee due to us under the Franchise Agreement until we have fulfilled all our initial obligations to you under the Franchise Agreement and you have commenced operating your Restaurant. You must pay us the initial franchise fee in full on the day you begin operating your Restaurant.

In addition, we will defer your payment of the development fee due to us under the Development Rights Agreement until we have fulfilled all our initial obligations to you and you have commenced operating your first Restaurant. You must pay us the full development fee on the day you begin operating your first Restaurant.

2. ~~1.~~ The following language is added to the “Remarks” column for the line-item titled “Administrative Fee” in Item 6 of the Franchise Disclosure Document:

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

3. ~~2.~~ The following paragraphs are added to the end of Item 17 of the Franchise Disclosure Document:

Minn. Stat. Sec. 80C.12 Subd. 1(G) considers it unfair to not protect your right to use the trademarks. We will protect your rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

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 you be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days’ notice for non-renewal of the Franchise Agreement and that consent to a transfer of the franchise will not be unreasonably withheld.

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce (1) any of your rights as provided for in Statute 80C, or (2) your rights to any

**RIDER TO THE ROTI MODERN FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

This Rider (the "Rider") is made this \_\_\_\_\_, by and between ROTI MODERN FRANCHISING, LLC, a Delaware limited liability company having its principal place of business at 980 Hammond Drive, Suite 1000, Atlanta, Georgia 30328 ("Franchisor"), and \_\_\_\_\_, a \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ ("Franchisee").

1. **BACKGROUND.** Franchisor and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, that has been signed at the same time as this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of the State of Maryland, and/or (b) Franchisee's Restaurant will be located or operated in Maryland.

2. **ACKNOWLEDGMENTS.** Sections 2(viii) through 2(xiv) of the Franchise Agreement are hereby deleted.

3. **RELEASES.** Sections 4.A, 16, 17, and 19.F of the Franchise Agreement are amended by adding the following:

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.

4. **FEES.** The following is added to the end of Section 5.A of the Franchise Agreement:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we will defer your payment of the initial franchise fee due to us under this Agreement until we have fulfilled all our initial obligations to you under this Agreement and you have commenced operating your Restaurant. You must pay us the initial franchise fee on the day you begin operating your Restaurant.

5. ~~4.~~ **TERMINATION.** Section 18.B of the Franchise Agreement is amended by adding the following:

Termination upon bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we intend to enforce this provision to the extent enforceable.

56. **GOVERNING LAW.** Section 21.G of the Franchise Agreement is amended by adding the following:

Despite anything to the contrary stated above, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

67. CONSENT TO JURISDICTION. Section 21.H of the Franchise Agreement is amended by adding the following:

However, subject to your arbitration obligations, nothing in this Section affects your right under the Maryland Franchise Registration and Disclosure Law to bring a lawsuit in Maryland for claims arising under that law.

78. LIMITATION OF CLAIMS. Section 21.L of the Franchise Agreement is amended by adding the following:

Any limitation of claims will not act to reduce the three (3) year statute of limitations afforded you for bringing a claim under the Maryland Franchise Registration and Disclosure Law.

9. ~~8.~~The following is added as new Section 26 of the Franchise Agreement.

26. Maryland Franchise Registration and Disclosure Law. All representations requiring you 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.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to sign and deliver this Rider on the date first above written.

ROTI MODERN FRANCHISING LLC, a Delaware  
limited liability company

FRANCHISEE

By: \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_ \*\*

Title: \_\_\_\_\_

\*\* Effective Date

Date: \_\_\_\_\_

**RIDER TO THE ROTI MODERN FRANCHISING, LLC  
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

This Rider (the "Rider") is made this \_\_\_\_\_, by and between ROTI MODERN FRANCHISING, LLC, a Delaware limited liability company having its principal place of business at 980 Hammond Drive, Suite 1000, Atlanta, Georgia 30328 ("Franchisor"), and \_\_\_\_\_, a \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ ("Franchisee").

1. **BACKGROUND.** Franchisor and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, that has been signed at the same time as this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Restaurant that Franchisee will operate under the Franchise Agreement will be located in Minnesota, and/or (b) any of the franchise offer or sales activity occurred in Minnesota.

2. **RELEASES.** The following is added to the end of Sections 4.A, 16, 17, and 19.F of the Franchise Agreement:

Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. [FEES. The following is added to the end of Section 5.A of the Franchise Agreement:](#)

[Based upon our financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, we will defer your payment of the initial franchise fee due to us under this Agreement until we have fulfilled all our initial obligations to you under this Agreement and you have commenced operating your Restaurant. You must pay us the initial franchise fee on the day you begin operating your Restaurant.](#)

4. ~~3.~~ **INDEMNIFICATION FOR USE OF MARKS.** The following is added to the end of Section 8.E of the Franchise Agreement:

Provided you have complied with all provisions of this Agreement applicable to the Marks, we will protect your right to use the Marks and will indemnify you from any loss, costs, or expenses arising out of any claims, suits, or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C 12, Subd. 1(g).

5. ~~4.~~ **TERMINATION.** The following is added to the end of Section 18 of the Franchise Agreement:

However, 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 you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

6. ~~5.~~ GOVERNING LAW. The following is added to the end of Section 21.G of the Franchise Agreement:

Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum, or remedies that the laws of the jurisdiction provide.

7. ~~6.~~ CONSENT TO JURISDICTION. The following is added to the end of Section 21.H of the Franchise Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80c.21 and Minn. Rule 2860.4400j prohibit us, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80c or your rights to any procedure, forum, or remedies that the laws of the jurisdiction provide.

8. ~~7.~~ WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES. If and then only to the extent required by the Minnesota Franchises Law, Section 21.I of the Franchise Agreement is deleted.

9. ~~8.~~ WAIVER OF JURY TRIAL. If and then only to the extent required by the Minnesota Franchises Law, Section 21.J of the Franchise Agreement is deleted.

~~9~~10. LIMITATION OF CLAIMS. The following is added to the end of Section 21.L of the Franchise Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to sign and deliver this Rider on the date first above written.

ROTI MODERN FRANCHISING LLC, a Delaware limited liability company

FRANCHISEE

By: \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_ \*\*

Title: \_\_\_\_\_

\*\* Effective Date

Date: \_\_\_\_\_

**RIDER TO THE ROTI MODERN FRANCHISING, LLC  
DEVELOPMENT RIGHTS AGREEMENT FOR USE IN MARYLAND**

This Rider (the "Rider") is made this \_\_\_\_\_, by and between ROTI MODERN FRANCHISING, LLC, a Delaware limited liability company having its principal place of business at 980 Hammond Drive, Suite 1000, Atlanta, Georgia 30328 ("we," "us," or "our"), and \_\_\_\_\_, a \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ ("you" or "your").

1. BACKGROUND. We and you are parties to that certain Development Rights Agreement dated \_\_\_\_\_ (the "Development Rights Agreement"). We and you (or your affiliate) also are parties to that certain Franchise Agreement dated \_\_\_\_\_ (the "Franchise Agreement") that is being signed concurrently with the Development Rights Agreement. This Rider is annexed to and forms part of the Development Rights Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland, and/or (b) the ROTI Restaurants that you will develop under the Development Rights Agreement will be located or operated in Maryland.

2. [FEES. The following is added to the end of Section 4 of the Development Rights Agreement:](#)

[Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we will defer your payment of the development fee due to us under this Agreement until we have fulfilled all our initial obligations to you and you have commenced operating your first Restaurant. You must pay us the full development fee on the day you begin operating your first Restaurant.](#)

3. ~~2.~~ GOVERNING LAW. The following is added to the end of Section 21.G of the Franchise Agreement, as incorporated by reference in Section 11 of the Development Rights Agreement:

Despite anything to the contrary stated above, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. ~~3.~~ CONSENT TO JURISDICTION. The following is added to the end of Section 21.H of the Franchise Agreement, as incorporated by reference in Section 11 of the Development Rights Agreement:

However, subject to your arbitration obligations, nothing in this Section affects your right under the Maryland Franchise Registration and Disclosure Law to bring a lawsuit in Maryland for claims arising under that law.

5. ~~4.~~ The following is added as new Section 13 of the Development Rights Agreement.

13. Maryland Franchise Registration and Disclosure Law. All representations requiring you to assent to a release, estoppel, or waiver of liability are not intended to

**RIDER TO THE ROTI MODERN FRANCHISING, LLC  
DEVELOPMENT RIGHTS AGREEMENT FOR USE IN MINNESOTA**

This Rider (the "Rider") is made this \_\_\_\_\_, by and between ROTI MODERN FRANCHISING, LLC, a Delaware limited liability company having its principal place of business at 980 Hammond Drive, Suite 1000, Atlanta, Georgia 30328 ("we," "us," or "our"), and \_\_\_\_\_, a \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Development Rights Agreement dated \_\_\_\_\_ (the "Development Rights Agreement"). We and you (or your affiliate) also are parties to that certain Franchise Agreement dated \_\_\_\_\_ (the "Franchise Agreement") that is being signed concurrently with the Development Rights Agreement. This Rider is annexed to and forms part of the Development Rights Agreement. This Rider is being signed because (a) the ROTI Restaurants that you will develop and operate under the Development Rights Agreement will be located in Minnesota, and/or (b) any of the franchise offer or sales activity occurred in Minnesota.

2. **FEES.** The following is added to the end of Section 4 of the Development Rights Agreement:

Based upon our financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, we will defer your payment of the development fee due to us under this Agreement until we have fulfilled all our initial obligations to you and you have commenced operating your first Restaurant. You must pay us the full development fee on the day you begin operating your first Restaurant.

3. **GOVERNING LAW.** The following is added to the end of Section 21.G of the Franchise Agreement, as incorporated by reference in Section 11 of the Development Rights Agreement:

Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80c or your right to any procedure, forum, or remedies that the laws of the jurisdiction provide.

4. **CONSENT TO JURISDICTION.** The following is added to the end of Section 21.H of the Franchise Agreement, as incorporated by reference in Section 11 of the Development Rights Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80c.21 and Minn. Rule 2860.4400j prohibit us, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80c or your rights to any procedure, forum, or remedies that the laws of the jurisdiction provide.

5. **WAIVER OF JURY TRIAL.** If and then only to the extent required by the Minnesota Franchises Law, Section 21.J of the Franchise Agreement, as incorporated by reference in Section 11 of the Development Rights Agreement, is deleted.

### 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>
Illinois	Pending
Indiana	October 16, 2025
Maryland	Pending
Michigan	October 15, 2025
Minnesota	Pending
New York	Pending
Rhode Island	October 21, 2025
Virginia	<del>Pending</del> <a href="#">November 7, 2025</a>
Washington	Pending
Wisconsin	October 21, 2025

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.