

1. Minnesota ~~Rule~~Rules 2860.4400(D) prohibits ~~usa~~ franchisor from requiring ~~you~~ a franchisee to assent to a general release.
2. ~~We~~With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute ~~Section~~ 80C.14, ~~Subds~~ Subd. 3, ~~4 and~~ 5, which require, ~~(except in certain specified cases,);~~
  - o that you a franchisee be given 90 ~~days'~~ days notice of termination (with 60 days to cure) and 180 ~~days'~~ days notice for non-renewal of the ~~Franchise Agreement or Supplemental Agreement; and franchise agreement; and~~
  - o that consent to the transfer of the franchise will not be unreasonably withheld.
3. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit ~~us~~ the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring ~~you~~ 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 (1) any of ~~your~~ the franchisee's rights as provided for in Minnesota ~~Statutes, chapter~~ Statute 80C, or ~~your~~ (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. ~~In addition, we will comply with the provisions of Minnesota Rule 2860.4400(J), which state that you cannot waive any rights, you cannot consent to our obtaining injunctive relief, we may seek injunctive relief, and a court will determine if a bond is required.~~
4. ~~We~~The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will ~~comply with Minnesota Statute Section 80C.12, Subd. 1(g), which requires that we~~ determine if a bond is required.
- 4.5. Minnesota considers it unfair to not protect ~~your~~ the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify you the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.
6. ~~We will~~ The Limitations of Claims section must comply with Minnesota Statute ~~Section~~ 80C.17, Subd. 5 ~~regarding limitation of claims.~~
- 5.7. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
- 6.8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

*[Signature page follows at end of exhibit]*