

Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. The Minnesota Department of Commerce requires that the franchisor defer the collection of all initial fees from Minnesota franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

#### **New York Disclosure**

#### **NEW YORK ADDENDUM TO**

**Toro Taxes Franchise, LLC Franchise Disclosure Document**

#### **ADDITIONAL RISK FACTORS**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

4. Under Section 10.2 of the Agreement, under the heading “Area Representative May Not Transfer Without Franchisor Approval” Section 10.2 shall be supplemented by the addition of the following:  
Franchisor shall not unreasonably withhold consent to transfer the Agreement.
5. Under Section 12.1(b) of the Agreement, under the heading “Automatic Termination Upon Written Notice,” Section 12.1(b) shall be supplemented by the addition of the following:  
Section 12.1(b) will not be enforced to the extent prohibited by applicable law.
6. Under Section 12.1(c) of the Agreement, under the heading “Termination After Cure Period,” the Section 12.1(c), shall be supplemented by the addition of the following:  
Section 12.1(c) will not be enforced to the extent prohibited by applicable law.
7. Under Section 12.1(c) of the Agreement, under the heading “Termination After Cure Period,” the Section 12.1(c) is hereby amended to replace the “30” day cure period with “60” days and the following is added:  
Minnesota law provides a franchisee with certain termination rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days’ notice of termination (with 60 days to cure) of this Agreement.
8. Section 14.6 of the Agreement, under the heading “Governing Law”, shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.6.:  
; prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.
9. Section 14.7 of the Agreement, under the heading “Exclusive Jurisdiction and Venue”, shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.7.:  
; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.
10. Section 14.11 of the Agreement, under the heading “Waiver of Jury Trial”, shall be supplemented by the addition of the following statement at the end of the sentence contained in Section 14.11.:  
; except that nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by the Minnesota Franchise Act.
11. Section 14.9 of the Agreement, under the heading “Limitations of Claims,” shall be amended by the addition of the following statement added to Section 14.9.:  
Under the Minnesota Franchise Act, any claims between the parties must be commenced within three years of the occurrence of the facts giving rise to such claim, or such claim shall be barred.
12. Section 14 of the Agreement, under the heading “Enforcement, Construction and Indemnification” shall be supplemented by the addition of the following new Section 14.27.:  
14.27 - Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver or any liability under the Minnesota Franchise Act.
13. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.
14. The Minnesota Department of Commerce requires that the franchisor defer the collection of all initial fees from Minnesota franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.
15. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any