

**ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF MINNESOTA**

~~1. The following is added to the end of Item 5 and Item 7:~~

~~Based upon our financial condition, the Minnesota Commissioner of Commerce has required a financial assurance. Therefore, all initial fees owed by you to us shall be deferred until your Studio opens for business under the Franchise Agreement.~~

1. ~~2.~~ Item 13 is amended to add the following:

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

2. ~~3.~~ Item 17, summary column for (f) is amended to add 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
(i) you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and (ii) our consent to the transfer of the franchise will not be unreasonably withheld."

3. ~~4.~~ Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

4. ~~5.~~ Item 17, summary columns for (v) and (w) are amended to add the following:

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

**RIDER TO
OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we**,” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

~~2. **Initial Fees**. The following is added to the end of Section 5 (“Fees”) of the Franchise Agreement:~~

~~Because of our financial condition, the Minnesota Commissioner of Commerce requires us to defer payment of initial fees owed by you to us until you have opened your Studio for business under the Agreement.~~

~~3~~
2. **Termination and Non-renewal**. Sections 2 and 16 of the Agreement is amended to add the following:

With respect to franchises governed by the Minnesota Franchises 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.

~~4~~3. **Intellectual Property**. Section 12(e) of the Franchise Agreement is amended to add the following:

Notwithstanding the foregoing, we will protect your right 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 Orangetheory.

~~5~~4. **Limitation of Claims**. No action may be commenced for claims coming under Minnesota law more than 3 years after the cause of action accrues.

~~6~~5. **Waiver of Jury Trial**. Section 21(g) is deleted in its entirety.

76. Releases. 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.

87. Jurisdiction. The following is added to Section 21:

Minn. Stat. Sec. 80C.,21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”
OTF FRANCHISOR, LLC

“YOU”

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Date: _____

MINNESOTA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the OTF Franchisor, LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Orangetheory Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Franchisor will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that the Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Area Development Agreement.

3. Franchisor shall not require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

4. No statement, questionnaire, or acknowledgment signed or agreed to by 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 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.

~~5. Based upon our financial condition, the Minnesota Commissioner of Commerce has required a financial assurance. Therefore, all initial fees owed by you to us shall be deferred until your Studio opens for business under the Area Development Agreement.~~

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth below.

Franchisor:

Franchisee:

OTF FRANCHISOR, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

