

**ADDENDUM TO GRISWOLD INTERNATIONAL, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated there under by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Griswold International, LLC for use in the State of Minnesota shall be amended to include the following:

1. The following paragraph is added to ~~the end of Item 13 (“Trademarks”):~~5:

Due to our financial condition, please be advised that we have secured a surety bond in the amount of \$109,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees. This financial assurance requirements was imposed by the Minnesota Department of Commerce due to Franchisor’s financial status. A copy of the Surety Bond is on file with the Minnesota Department of Commerce.

2. The following paragraph is added to the end of Item 13 (“Trademarks”):

Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g). Pursuant to Subd. 1(g), we are required to protect any rights which you have to use our 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.

3.3. The following paragraphs are added to the end of Item 17 (“Renewal, Termination, Transfer and Dispute Resolution”):

With respect to franchisees 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, (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Franchise Agreement, and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. Accordingly, pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) 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 agreement(s) can abrogate or reduce (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3.4. Each provision of this Addendum to the Disclosure Document is effective only to the extent (with respect to each provision) that the Minnesota Franchises Law, or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce, would apply to your franchise, without reference to this Addendum.

4. 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 with the franchise.

**AMENDMENT TO GRISWOLD INTERNATIONAL, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Griswold International, LLC Franchise Agreement (the “Agreement”) agree as follows:

1. The following Section 8.6 is added to the end of Section 8, under the heading “Marks”:

8.6 Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), GHC is required to protect any rights Franchisee may have to use GHC’s Marks or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2. Section 14.3.4 of the Agreement, under the heading “Transfer and Assignment,” shall be deleted in its entirety and shall have no force or effect, and the following paragraph shall be inserted in lieu thereof:

Franchisee and all its Principals have executed a general release in favor of GHC, and in a form approved by GHC, as well as a standard form Confidentiality & Non-Competition Agreement, excluding only such claims as Franchisee may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3. Section 14 of the Agreement, under the heading “Transfer and Assignment,” shall be supplemented by the addition of the following Section:

MINNESOTA TRANSFER RIGHTS. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that consent to the transfer of the Franchise may not be unreasonably withheld.

4. Section 2 of the Agreement, under the heading “Term & Renewals,” shall be supplemented by the addition of the following:

MINNESOTA RENEWAL RIGHTS. Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days’ notice of non-renewal of the Franchise Agreement.

5. Section 15 of the Agreement, under the heading “Default and Termination” shall be supplemented by the following new Section:

MINNESOTA TERMINATION RIGHTS. Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure).

6. Notwithstanding any other provision of this Agreement, Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit GHC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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:

State	Effective Date
California	Exempt
Hawaii	Pending Registration
Illinois	Exempt
Indiana	Exempt
Maryland	Pending Registration
Michigan	June 4, 2024
Minnesota	Pending Registration
New York	Exempt
North Dakota	Pending Registration <u>April 18, 2025</u>
Rhode Island	Pending Registration <u>Exempt</u>
Virginia	Pending Registration <u>Exempt</u>
Washington	Pending Registration <u>Exempt</u>
Wisconsin	Pending Registration <u>April 18, 2025</u>

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.