

MINNESOTA ADDENDUM TO MASTER FRANCHISE AGREEMENT

The following language shall be added to Paragraph IV(B) entitled “Renewal”, Paragraph V(A) entitled “Business Premises”, VII(E)(1) entitled “Office”, and Paragraph XVI(D) entitled “Conditions for Consent to Transfer”:

The release referred to in this section shall not relieve any person from liability imposed by Minnesota statute 1973 supplement, § 80C.01 to 80C.22. However, the parties are free to enter into voluntary settlements of disputes.

The following language shall be added to Paragraph XVIII entitled “Termination by Franchisor”, and in instances where this language is in conflict with Paragraph XVIII, the language of the Addendum shall control:

Notwithstanding anything stated to the contrary, Minnesota law provides Franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement. Where the provisions of the Minnesota Statute conflict with the provisions contained in the UC Franchise and trademark Agreement, Minnesota Law shall control.

The following language shall be included in Paragraph XIX(E) entitled “Governing Law”, and Paragraph XIX(I) entitled “Venue”:

Notwithstanding anything stated to the contrary, Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, and Franchisor is prohibited from requiring the Franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause, pursuant to Minn. Rule 2860.4400J.

The following language shall be added to Paragraph XIX(A) entitled “Judicial Enforcement, Injunction and Specific Performance”:

We may seek to obtain at any time in any court of competent jurisdiction any declaratory or injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause us irreparable harm.

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.

[signatures on the following page]