

**ADDENDUM TO THE HBH FRANCHISE COMPANY, LLC'S
AREA DEVELOPMENT AGREEMENT
REQUIRED FOR MINNESOTA DEVELOPERS**

This Addendum to the Area Development Agreement dated _____ (“Development Agreement”) between The HBH Franchise Company, LLC (“HBH”), a Georgia limited liability company, and _____ (“Developer”), a _____, is entered into as of the ___ day of _____, 20__.

1. Applicability. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Developer was made in the State of Minnesota; (B) Developer is a resident of the State of Minnesota; and/or (C) part or all of the Development Area is located in the State of Minnesota. The provisions of this Addendum only apply if the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this Addendum.

2. Notice of Termination. The following sentence is added to the end of Section 6.1 of the Development Agreement:

With respect to franchises governed by Minnesota law, HBH will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5, which require, except in certain 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 agreements.

3. Release. The following sentence is added to the end of Section 9.4(g) of the Development Agreement:

Notwithstanding the foregoing, Developer will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

4. Choice of Forum. The following sentences are added to the end of Section 10.8 of the Development Agreement:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit HBH from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Developer’s rights as provided for in Minnesota Statutes, Chapter 80C, or Developer’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Limitation of Actions. The following sentence is added to the end of Section 10.10 of the Development Agreement:

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action accrues.

6. No Jury Trial Waiver. The third sentence of Section 10.11 of the Development Agreement is deleted.

7. Acknowledgement. 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.

8. Miscellaneous. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by facsimile and any other electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

7. _____

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

HBH:
THE HBH FRANCHISE COMPANY, LLC,
a Georgia limited liability company

DEVELOPER:

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

7. **Limitation of Actions.** The following sentence is added to the end of Section 21.9 of the Franchise Agreement:

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action accrues.

8. **No Jury Trial Waiver.** The third sentence of Section 21.11 of the Franchise Agreement is deleted.

9. Acknowledgement. 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.

10. Miscellaneous. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by facsimile and any other electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

9.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

HBH:
THE HBH FRANCHISE COMPANY, LLC,
a Georgia limited liability company

FRANCHISEE:

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____