

**ADDENDUM TO FIVE D I, LLC  
DISCLOSURE DOCUMENT  
FOR THE STATE OF MINNESOTA**

1. The following is added to Item 17 of the Disclosure Document:

~~Under Minnesota law and except in certain specified cases, we must give you 90 days' notice of termination with 60 days to cure. We also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Agreement is inconsistent with the Minnesota law, the Minnesota law will control.~~

~~To the extent that any condition, stipulation or provision contained in the Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises law, such condition, stipulation or provision may be void and unenforceable under the nonwaiver provision of the Minnesota Franchises Law.~~

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J a. Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit ~~us~~ the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee 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~~ the franchisee's rights as provided for in ~~Minnesota Statutes, Chapter 80C, or your Minnesota Statute 80Cor~~ (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. ~~Specifically, we cannot require you to consent to us obtaining injunctive relief, however, we may seek such relief through the court system.~~

~~Minn. Rule 2860.4400J prohibits us from requiring you to assent to a general release. To the extent that the Agreement requires you to sign a general release as a condition of renewal or transfer, the Agreement will be considered amended to the extent necessary to comply with Minnesota law.~~

b. With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases)

- i. 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 and
- ii. that consent to the transfer of the franchise will not be unreasonably withheld.

c. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

d. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

- e. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.
- f. The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.
- g. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
- h. 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.