

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MINNESOTA**

1. **Insufficient Funds.** The following statement is added to Item 6:

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

12. **Trademarks.** The following statements are added to Item 13:

The franchisor 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. Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

23. **Notice of Termination.** The following statement is added to Item 17:

With respect to licenses governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires, 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 agreements.

34. **Choice of Forum and Law.** The following statement is added to the cover page and Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements 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.

You cannot consent to our obtaining injunctive relief. We may seek injunctive relief. A court will determine if a bond or security must be posted. See Minn. Rules 2860.4400J.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

45. **General Release.** The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

56. **Waiver of Right to Jury Trial and Consent to Liquidated Damages or Termination Penalties:** The following statement is added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar an exclusive arbitration clause.

67. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO THE TGI FRIDAYS RESTAURANT
DEVELOPMENT AGREEMENT
REQUIRED FOR MINNESOTA DEVELOPERS**

This Amendment to the TGI Fridays Restaurant Development Agreement dated _____ (“Development Agreement”) between TGI Fridays Franchisor, LLC (“Franchisor”), a Delaware limited liability company, and _____ (“Developer”), a _____, is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment 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 Territory is located in the State of Minnesota.

2. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. **The following statement is added to Section 4:**

F. Insufficient Funds. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

34. The following sentence is added to the end of Section 11:

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.

45. The following is added to Sections 12.B.(2), 12.D. and 20.G.:

Notwithstanding anything to the contrary in this Section, Franchisor may seek injunctive relief; however, Developer cannot consent to Franchisor obtaining injunctive relief. A court will determine if a bond or security must be posted. See Minn. Rules 2860.4400J.

56. The following is added to Sections 12.D., 13.D., 20.D. and 22.L.:

Minnesota Rule 2860.4400J, among other things, prohibits Franchisor from requiring Developer to waive its right to a jury trial or to consent to liquidated damages or termination penalties.

67. The following sentence is added to the end of Section 13:

With respect to franchises governed by Minnesota law, Franchisor 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) of the Development Agreement.

78. The following sentences are added to the end of Section 20:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Development Agreement 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.

89. The following sentence is added to the end of Section 20.C.:

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.

910. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Development Agreement.

101. Except as expressly modified by this Amendment, the Development Agreement remains unmodified and in full force and effect.

ATTEST:

TGI FRIDAYS FRANCHISOR, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

ATTEST:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

**AMENDMENT TO THE TGI FRIDAYS RESTAURANT
FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

This Amendment to the TGI Fridays Restaurant Franchise Agreement dated _____ (“Franchise Agreement”) between TGI Fridays Franchisor, LLC (“Franchisor”), a Delaware limited liability company, and _____ (“Franchisee”), a _____, is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Minnesota; **(B)** Franchisee is a resident of the State of Minnesota; and/or **(C)** the Restaurant will be located in the State of Minnesota.

2. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. The following sentence is added to the end of Sections 2.B.(2)(g), 18.B.(5) and 19:

Notwithstanding the foregoing, Franchisee 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. The following sentence is added to the end of Section 2.B. and 21:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5, which requires, except in certain cases, that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

5. The following statement is added to Section 6:

J. Insufficient Funds. NSF checks are governed by Minnesota Statute 60A.113, which puts a cap of \$30 on service charges.

56. The following is added to Section 14:

Franchisor will protect Franchisee’s rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols, or indemnify Franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name. Minnesota considers it unfair to not protect Franchisee’s rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

67. The following is added to Sections 20.B.(2), 20.D. and 29.G.:

Notwithstanding anything to the contrary in this Section, Franchisor may seek injunctive relief; however, Franchisee cannot consent to Franchisor obtaining injunctive relief. A court will determine if a bond or security must be posted. See Minn. Rules 2860.4400J.

78. The following is added to Sections 20.D., 21.D., 29.E. and 31.N.:

Minnesota Rule 2860.4400J, among other things, prohibits Franchisor from requiring Franchisee to waive its right to a jury trial or to consent to liquidated damages or termination penalties.

89. The following sentences are added to the end of Section 29:

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

910. The following sentence is added to the end of Section 29.C.:

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.

101. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

112. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.