

**ADDENDUM TO AREA REPRESENTATIVE AGREEMENT
FOR USE IN MINNESOTA**

This Addendum (the “**Addendum**”) is made and entered into as of the Effective Date as stated in the Area Representative Agreement (defined below), by and between **OYF US INC.**, a Delaware corporation whose principal business address is located at 838 Walker Road, Suite 21-2, Dover, County of Kent, Delaware 19904 (“**Franchisor**”), and _____ (“**Area Representative**”).

1. **Background.** Franchisor and Area Representative are parties to that certain Area Representative Agreement that has been signed at the same time as the signing of this Addendum (the “**Area Representative Agreement**”). This Addendum is annexed to and forms part of the Area Representative Agreement. This Addendum is being signed because (a) the offer or sale of the franchise for the AR Business Area Representative will operate under the Area Representative Agreement was made in the State of Minnesota, (b) the offer to purchase the franchise for the AR Business Area Representative will operate under the Area Representative Agreement was made and accepted in the State of Minnesota, and/or (c) the AR Business Area Representative will operate under the Area Representative Agreement is or will be located in Minnesota.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by Area Representative 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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3. **Fee Deferral.** The Minnesota Department of Commerce has determined that Franchisor has not demonstrated that it is adequately capitalized and/or that Franchisor must rely on area representative fees to fund its operations. The Commissioner has imposed a fee deferral condition, which requires that Franchisor defers collection of all initial fees from Minnesota area representatives until Franchisor has completed all of its pre-opening obligations and Area Representative has commenced operations.

4. **Releases.** The following language is added to the end of Subsection 7.1(d), Subsection 14.4(a)(viii), and Section 15.3 of the Area Representative Agreement:

; however, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

45. **Infringement.** The following language is added to the end of Article 12 of the Area Representative Agreement:

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), Franchisor will protect Area Representative's right to use the Marks and indemnify Area Representative from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

56. **Termination.** The following is added to the end of Section 16.3 of the Area Representative Agreement:

However, with respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that an Area Representative be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

67. **Governing Law/Consent to Jurisdiction.** The following is added to the end of Sections 21.4 and 21.5 of the Area Representative Agreement:

However, nothing in this Section shall abrogate or reduce any of Area Representative's rights under Minnesota Statutes Chapter 80C or Area Representative's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

However, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in this Section shall abrogate or reduce any of Area Representative's rights under Minnesota Statutes Chapter 80C or Area Representative's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

78. **Waiver of Punitive Damages and Jury Trial.** If required by the Minnesota Franchises Law, Section 21.6 of the Area Representative Agreement is deleted.

89. **Injunctive Relief.** Notwithstanding anything to the contrary set forth in Section 21.11 of the Area Representative Agreement, Minn. Rule 2860.400(J) prohibits Area Representative from consenting to Franchisor obtaining injunctive relief (including any bond requirement).

FOR THE STATE OF MINNESOTA

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1. Item 5 and 7 of the disclosure document is supplemented by the following language:

The Minnesota Department of Commerce has determined that Franchisor has not demonstrated that it is adequately capitalized and/or that Franchisor must rely on area representative fees to fund its operations. The Commissioner has imposed a fee deferral condition, which requires that Franchisor defers collection of all initial fees from Minnesota area representatives until Franchisor has completed all of its pre-opening obligations and Area Representative has commenced operations.

2. Item 13 of the disclosure document is supplemented by the following language:

We will protect your right to use the trademarks, service marks, trade names, logos, or other commercial symbols or will indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the marks to the extent required by Minnesota law.

23. Item 17 of the disclosure document is supplemented by the following language:

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 our 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 Area Representative Agreement is inconsistent with Minnesota law, Minnesota law will control.

To the extent that any condition, stipulation, or provision contained in the Area Representative 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 Minnesota franchise law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of Minnesota franchise law.

34. To the extent you are required to execute a general release in our favor, such release will exclude liabilities arising under the Minnesota Franchises Act or a rule or any order promulgated thereunder.

45. Sec. 80C.17, Sudb. 5 of the Minnesota Franchises Act provides that no action may be commenced thereunder more than 3 years after the cause of action accrues.

56. Sec. 80C.21 of the Minnesota Franchises Act and Minn. Rules 2860.4400(J) prohibit us 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 agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

67. All sections of the disclosure document referencing our right to obtain injunctive relief are hereby amended to refer to our right to seek to obtain.

78. 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 applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.