

MINNESOTA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of 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 Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices that the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

Unopened Franchises. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

Item 6, Additional Disclosure:

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

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we protect your right to use the Top Rail Proprietary Mark or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Top Rail Proprietary Mark, if you were using it in the manner we authorized, and if we are timely notified of the claim and given the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota, or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or

purporting to bind a person acquiring any franchise to be operated in the State of Minnesota, to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 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), 180-days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation or waiver as a condition of purchasing the franchise that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

Minnesota Rule 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

Fee Deferral

Item 5 and Item 7 of the Franchise Disclosure Document and Section 3.1 of the Franchise Agreement are amended to state that payment of initial franchise fees shall be deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee's Franchised Business is open for business.

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.

LIST OF STATE ADMINISTRATORS	
<p><u>INDIANA</u></p> <p>(state administrator) Indiana Securities Commissioner Securities Division 302 Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p> <p>(agent for service of process) Indiana Secretary of State 302 Washington Street, Room E-018 Indianapolis, Indiana 46204 (317) 232-6531</p>	<p><u>MARYLAND</u></p> <p>(state administrator) Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p> <p>(agent for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p>
<p><u>MICHIGAN</u></p> <p>(state administrator) Michigan Department of Attorney General Consumer Protection Division 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117</p> <p>(agent for service of process) Michigan Department of Attorney General Consumer Protection Division 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117</p>	<p><u>MINNESOTA</u></p> <p>(state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-16500</p> <p>(agent for service of process) Minnesota Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-16500</p>
<p><u>NEW YORK</u></p> <p>(state administrator) NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st FL New York, NY 10005 212-416-8222</p> <p>(agent for service of process) New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492</p>	<p><u>NORTH DAKOTA</u></p> <p>Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 14th Floor, Dept. 414 Bismarck, North Dakota 58505 (701) 328-4712</p>

HFB FenceCo Franchising, LLC
Franchisees with Unopened Outlets as of December 31, 2023

Territory	Name	Entity	Address	City	State	Terr. State	Zip Code	Phone	Email Address
TR0145	Andrew Frye and Matthew Frye	AMAF Services, LLC.	5960 W. Parker Road #278	Plano	TX	TX	75093	(949) 538-7993	andy.frye@toprailfence.com
TR0146	Andrew Frye and Matthew Frye	AMAF Services, LLC.	5960 W. Parker Road #278	Plano	TX	TX	75093	(949) 538-7993	andy.frye@toprailfence.com
TR0147	Andrew Frye and Matthew Frye	AMAF Services, LLC.	5960 W. Parker Road #278	Plano	TX	TX	75093	(949) 538-7993	andy.frye@toprailfence.com
TR0148	Andrew Frye and Matthew Frye	AMAF Services, LLC.	5960 W. Parker Road #278	Plano	TX	TX	75093	(949) 538-7993	andy.frye@toprailfence.com
TR0096	John Schussler	Crow Line Enterprises, LLC.	1627 NE 77th Street	Seattle	WA	WA	98115	(206) 331-1811	John.schussler@toprailfence.com
TR0097	John Schussler	Crow Line Enterprises, LLC.	1627 NE 77th Street	Seattle	WA	WA	98115	(206) 331-1811	John.schussler@toprailfence.com

HFB FenceCo Franchising, LLC
Former Franchisees

The name and last known address of every Franchisee who had a Top Rail Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during our last fiscal year, or who has not communicated with us within ten weeks of April 19, 2024, are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

<u>None</u>									
<u>Territory</u>	<u>Name</u>	<u>Entity</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Terr. State</u>	<u>Zip Code</u>	<u>Phone</u>	<u>Email Address</u>
<u>TR0028</u>	<u>04/06/23</u>	<u>Erik Brashears</u>	<u>From Dawn to Dusk, LLC</u>	<u>1221 Tree Top Drive</u>	<u>Frisco</u>	<u>TX</u>	<u>75033</u>	<u>(469) 323-9133</u>	<u>iworkforyou.erik@gmail.com</u>