

## MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC

As a supplement to the information disclosed in this Disclosure Document, the following additional paragraphs are added:

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the Franchisor 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 the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
2. With respect to the franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statute Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a Franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty 180 days' notice for non-renewal of the Franchise Agreement and (2) that consent to the Transfer of the franchise will not be unreasonably withheld.
3. 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 not to protect the Franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g). Franchisor does not indemnify Franchisee against the consequences of the Franchisee's use of the Franchisor's service marks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any claim within ten (10) days and tender the defense of the claim to Franchisor. If the Franchisor accepts the tender of defense, Franchisor has 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.
4. You must sign a General Release if you Transfer your franchise. Minnesota Rules 2860.4400(D) voids this general release.
5. With respect to the franchises governed by Minnesota law, any limitations of claims must comply with Minnesota Statutes Section 80C.17, Subd. 5.
6. **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.**

## MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC

This Addendum (“**Addendum**”) is effective as of \_\_\_\_\_ to that certain Franchise Agreement dated \_\_\_\_\_ (“**Agreement**”) by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company (“**PMI**”), and \_\_\_\_\_ (“**Franchisee**”). Notwithstanding any provisions in the Agreement, PMI and Franchisee hereby agree to the following:

1. **Release.** Minnesota Rule 2860.4400D prohibits PMI from requiring Franchisee to consent to a General Release. The Agreement is modified accordingly, to the extent required by Minnesota law.
2. **Dispute Resolution.** Section 15 is amended, to the extent required under Minnesota law, to comply with Minn. Statutes, Sec. 80C.21 and Minn. Rule Part 2860.4400J, which may prohibit the Franchisor 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 Agreement can abrogate or reduce (1) any of the Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
3. **Notice.** With respect to the franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statute Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a Franchisee be given ninety (90) days’ notice of termination (with sixty 60 days to cure) and one hundred eighty 180 days’ notice for non-renewal of the Franchise Agreement and (2) that consent to the Transfer of the Franchise will not be unreasonably withheld.
4. **Indemnification for Use of Trademark.** The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota franchisees against liabilities to third parties resulting from by third parties that the Franchisee’s use of the Franchisor’s trademark infringes trademark rights of the third-party. Franchisor will protect Franchisee’s rights to the use of its service marks and all other commercial symbols and/or indemnify Franchisee from any loss, cost or expense arising out of any claim, suit or demand regarding the use of the name. Franchisor does not indemnify Franchisee against the consequences of the Franchisee’s use of the Franchisor’s service marks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any the claim within ten (10) days and tender the defense of the claim to Franchisor. If the Franchisor accepts the tender of defense, Franchisor has 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.
5. **Limitation of Claims.** Section 10.5 of the Agreement is amended to comply with Minnesota Statute 80C.17, Subdivision 5, regarding limitation on actions to state

that no action may be commenced pursuant to this section more than three (3) years after the cause of action accrues. **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.**

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to be effective as of the date set forth below:

Date: \_\_\_\_\_

**PMI:**

**FRANCHISEE:**

Property Management Incorporated Franchise,  
LLC

Name of Franchisee: \_\_\_\_\_

By: PMI MM, Inc.  
Its: Managing Member

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Steve Hart

Title:

CEO

Name of Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_