

## MINNESOTA DISCLOSURE ADDENDUM

1. ~~1.~~ The State Cover Page and Item 17 are amended by the addition of the following:

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement 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 or the jurisdiction.

2. ~~2.~~ Item 13 is amended by the addition of the following:

Franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit or demand regarding the use of the name.

3. ~~3.~~ Item 17 is amended by the addition of the following:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specific 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 Agreement.

Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by the Minnesota Franchise Law (Minn. Stat. section 80C.01 to 80C.22); provided, that this prohibition shall not bar the voluntary settlement of disputes.

Minn. Rule 2860.4400J prohibits a franchisor from requiring a franchisee to waive his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

Minn. Stat. § 80C.17, Subd. 5, provides that no action may be commenced under the Minnesota Franchise Law more than three years after the cause of action accrues.

4. ~~4.~~ Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the disclosure document.

5. ~~5.~~ 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.

**RIDER TO THE FRANCHISE AGREEMENT PURSUANT  
TO THE MINNESOTA FRANCHISE ACT**

This Rider amends the Franchise Agreement by and between The Learning Experience Systems LLC (“TLE”) and \_\_\_\_\_ (“Franchisee”) dated as of \_\_\_\_\_, 202\_\_ (“Franchise Agreement”). This Rider is applicable only to franchises located in the State of Minnesota. Unless otherwise defined in this Rider, capitalized terms shall have the meanings ascribed to them in the Franchise Agreement and all sections referenced below shall be sections referenced in the Franchise Agreement.

1. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Agreement 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 or the jurisdiction.
2. We will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specific cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement.
3. We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit or demand regarding the use of the name.
4. Minn. Rule 2860.4400J prohibits us from requiring you to waive your rights to a jury trial or waiving your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.
5. Minn. 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 the Minnesota Franchise Law (Minn. Stat. section 80C.01 to 80C.22); provided, that this prohibition shall not bar the voluntary settlement of disputes.
6. Minn. Stat. § 80C.17, Subd. 5, provides that no action may be commenced under the Minnesota Franchise Law more than three years after the cause of action accrues.
7. Except as expressly modified in this Rider, the provisions of the Franchise Agreement remain unchanged and in full force and effect in accordance with their respective terms.
8. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.
9. 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.

~~8.~~