

**MINNESOTA ADDENDUM TO THE
MURPHY BUSINESS & FINANCIAL CORPORATION LLC DISCLOSURE DOCUMENT**

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1. Item 13 is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.12, Subd. 1(g) which requires us to indemnify you from any loss, costs or expenses arising out of any claims, suites or demands regarding your use of the Marks.

2. Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, sbds. 3, 4 and 5 which require, except in certain specified 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 and that consent to transfer of the franchise will not be unreasonably withheld.

3. Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

4. Item 17, summary columns for (v) and (w) are amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this disclosure document or 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 of the jurisdiction.

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 MURPHY BUSINESS & FINANCIAL CORPORATION LLC
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **MURPHY BUSINESS & FINANCIAL CORPORATION LLC**, a Delaware limited liability company, with its principal business address at 407 North Belcher Road, Clearwater, Florida 33765 (**Franchisor**,” “**we**,” “**us**” or “**our**”), and _____, a _____, with an address of _____ and _____’s principals _____, an individual residing at _____ and _____, an individual residing at _____ (“**Principal(s)**”) (collectively “**you**,” “**your**” or “**Franchisee**”) and amends that Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
2. **Limitation of Claims.** Section 20.6 of the Agreement is deleted in its entirety.
3. **Termination.** Section 15 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec. 80c.14, subs. 3, 4, and 5, which require, except in certain specified 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 and that consent to the transfer of the franchise will not be unreasonably withheld.

4. **Jurisdiction.** The following is added to Section 20.8:

Minn. Stat. Sec. 80C.,21 and Minn. Rules 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 of the jurisdiction.

5. ~~5.~~ **Waiver of Jury Trial.** Section 20 .9 is deleted in its entirety.
6. 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.

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Intending to be bound, you and we sign and deliver this Minnesota Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

FRANCHISOR:
MURPHY BUSINESS & FINANCIAL CORPORATION LLC

By: _____

Thomas Coba, President
(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)