

and 5 which require, except in certain specified cases, that a franchisee be given 90 days' written notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement. Franchisor's consent to the transfer of the franchise will not be unreasonably withheld.

3. The name and address of the Franchisor's agent in this State authorized to receive service of process is:

Minnesota Commissioner of Commerce  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101-2198

4. The following paragraph shall be added to the end of the Franchise Disclosure Document:

“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 in connection with the franchise.”

MINNESOTA STAT. SECTION 80C.21 AND MINN. RULE 2860.4400(J) PROHIBIT FRANCHISOR FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA, REQUIRING WAIVER OF A JURY TRIAL OR REQUIRING FRANCHISEE TO CONSENT TO LIQUIDATED DAMAGES, TERMINATION PENALTIES OR JUDGMENT NOTES. IN ADDITION, NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY RIGHTS OF FRANCHISEE'S RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR FRANCHISEE'S RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

If the Franchise Agreement contains a provision that is inconsistent with the Minnesota Statutes or the Minnesota Rule, the provisions of the Franchise Agreement shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

5. The second sentence of Appendix B to the Franchise Agreement, "Review and Consent with Respect to Transfers," shall be deleted in its entirety and shall have no force or effect, and the following sentence shall be substituted in lieu thereof:

Franchisor's consent also may be conditioned upon execution by Proposed New Owner of an agreement whereby Proposed New Owner assumes full, unconditional, joint and several liability for, and agrees to perform from the date of such Transfer, all obligations, covenants and agreements contained herein to the same extent as if it had been an original party to this Agreement and may also require Franchisee and Principal Shareholders, including the proposed transferor(s), to execute a general release which releases Franchisor from any claims they may have had or then have against Franchisor, excluding only such claims as the Franchisee may have that have arisen under the Minnesota Franchise Act or the rules and regulations promulgated thereunder by the Commissioner of Commerce.

6. Appendix B to the Franchise Agreement, "Review and Consent with Respect to Transfers," shall be supplemented by the following sentence:

Franchisor's consent to the transfer of the franchise will not be unreasonably withheld.

7. 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 in connection with the franchise.