

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		of the date of death or permanent disability.
q. Non-competition covenants during the term of the franchise	Section 16(a)	No owning interest in, providing services for, loaning or leasing to, or diverting Studio business to a Competitive Business, <u>subject to applicable state law.</u>
r. Non-competition covenants after the franchise is terminated or expired	Section 16(a)	For two years, no owning interest in or providing services for a Competitive Business within the Designated Area, within five miles of the Studio, or within five miles of any Restore Studio operating in the United States, <u>subject to applicable state law.</u>
s. Modification of the Franchise Agreement	Section 23(f)	No modification except by written agreement signed by both parties.
t. Integration/merger clause	Section 23(f)	The Franchise Agreement reflects the entire agreement between us and you (subject to state law). Any other representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 22(a)	Except for certain claims, all disputes must be arbitrated in Texas unless contrary to applicable state law.
v. Choice of forum	Section 22(b)	Subject to arbitration requirement, litigation must be in the Texas state courts, and federal district court in Austin, Texas, subject to state law.
w. Choice of Law	Section 22(a)	Except for Federal Arbitration Act and other federal law, Texas law applies (subject to applicable State law.)

**Multi-Unit Development Agreement.**

This table lists important provisions of the Multi-Unit Development Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure

**EXHIBIT H**  
**(continued)**

person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**MINNESOTA**

In recognition of the Minnesota Franchise Law, Minnesota Statute 80C, the Franchise Disclosure Document is amended as follows:

**THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

1. The following is added to Item 13:

With respect to franchises governed by Minnesota law, the franchiser 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 as required by Minnesota Statute 80C.12 Subd. 1(G).

2. The following is added to the end of the "Summary" section of Item 17(c), entitled **Requirements for franchisee to renew or extend**:

With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that a franchisee be given 180 days' notice for non-renewal of the franchise agreement.

3. The following is added to the end of the "Summary" section of Item 17(f), entitled **Termination by franchisor with cause**: