

STATE OF MINNESOTA
FRANCHISE AGREEMENT

ADDENDUM

This Addendum to Franchise Agreement is entered into by and between **TA FRANCHISE SYSTEMS LLC** (“TA”) and the undersigned as “Franchisee”.

Pursuant to the requirements of the Minnesota Franchise Disclosure Laws, Chapter 80C.01 to 80C.22, the **Franchise Agreement** (the “Agreement”) is amended as follows:

1. ~~1.~~ Section 10.3 of the Franchise Agreement, is hereby supplemented by the addition of the following language thereto:

“The State of Minnesota considers it unfair to not protect the franchisee’s franchisee’s rights to use the trademarks. Therefore, in accordance with Minnesota Stat. §80C.12, Subd. 1(g), TA will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minnesota law. Franchisor does not indemnify against the consequences of Franchisee’s use of the trademarks except in accordance with the requirements of the Franchise Agreement.”

2. ~~2.~~ Sections 18.2 and 18.3 of the Franchise Agreement are hereby amended by the addition of the following language to the original language that appears therein:

“Minnesota Law provides franchisees with certain Termination and non-renewal rights. Minnesota Stat. §80C.14, Subd. 3, 4, and 5 require, except in certain specified cases, 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 Franchisor’s consent to the transfer of the franchise will not be unreasonably withheld.”

3. ~~5.~~ Sections 16.3(h) and 17.3 of the Franchise Agreement are hereby amended by the addition of the following language to the original language that appears therein:

“Minnesota Rule 2860.4400D prohibits TA from requiring you to assent to a general release. In addition, to the extent required by applicable Minnesota law, no provision which is inconsistent with the Minnesota law, shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, 1984, Chapter 80C, including your rights to submit matters to the jurisdiction of the courts of Minnesota.”

4. ~~6.~~ Section 21.6 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears:

“No action may be commenced pursuant to Minnesota Stat. §80C.17 more than three years after the cause of action accrues.”

5. ~~7.~~ Sections 21.7, 21.8, and 21.9 of the Franchise Agreement are hereby amended by the addition of the following language to the original language that appears therein:

“Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J prohibit TA 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 the 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.”

6. ~~8.~~ Section ~~21.11~~21.12 of the Franchise Amendment is hereby amended by the addition of the following language to the original language that appears:

“Under Minnesota law, you cannot consent to TA obtaining injunctive relief, although TA may seek such relief. A court will determine if a bond is required.”

~~9.~~ No Waiver of Disclaimer of Reliance. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Section 9.11 of the Franchise Agreement is hereby supplemented by the addition of the following language thereto:

“MN Stat. Sec. 604.113 Subd. 2 limit the service charge which a payee may be liable to an amount which shall not exceed thirty dollars (\$30) on any dishonored check by the payee.”

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and agrees to be bound by all of its terms and conditions, the parties agree this Addendum shall become effective on the ____ day of _____, 202__.

TA FRANCHISE SYSTEMS LLC

By: _____
Name:
Title

FRANCHISEE

By: _____
Name
Title: