

	Provision	Section in Franchise or other Agreement	Summary
q.	Non-competition covenants during the term of the franchise (subject to state law)	Sections 4.08(e), 4.09(c), 5.05, 5.06	No involvement in competing or similar business, <u>subject to applicable state law</u> . No sharing of proprietary information, <u>subject to applicable state law</u>
r.	Non-competition covenants after the franchise is terminated or expires (subject to state law)	Article 8, Sections 4.08(e), 4.09(c), 5.05, 5.06	No competing business for 2 years, <u>subject to applicable state law</u> , from: the Store Location, within the Development Area, within the Protected Area, within a 15-mile radius of the Development Area, within a 15-mile radius of the Protected Area, and within a 15-mile radius of any other Uptown Cheapskate store
s.	Modification of the Agreement	Sections 2.06(b), 2.06(c), 2.12(c), 2.13(b), 2.15, 7.02, 11.05	No modifications generally but the Training and Operations Tools, Standards, and fees (including the Advertising Expenditure; Cooperative Minimum Monthly Base; Annual Meeting Non-Attendance Penalty; Computer Service Fee and Tech Support rate; Bookkeeping Service Fee) are subject to change
t.	Integration/merger clause	Sections 11.03, 11.04	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises made outside the Disclosure Document may not be enforceable. Nothing in the Franchise Agreement or in any related agreement is intended to disclaim any representations made in this Disclosure Document
u.	Dispute resolution by binding mediation	Article 10	Except for certain claims, all disputes must be mediated and arbitrated in Salt Lake City, Utah (subject to applicable state law)
v.	Choice of forum	Section 10.01	Dispute resolution must be conducted in Utah (subject to applicable state law)
w.	Choice of Law	Section 10.01	Utah (subject to applicable state law)

The conditions under which your Franchise can be terminated and your rights upon non-renewal may be affected by state law.

THE FRANCHISE RELATIONSHIP: AREA DEVELOPMENT AGREEMENT

This table lists certain important provisions of the Area Development Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

	Provision	Section in Area Development or other Agreement	Summary
a.	Length of the Area Development Agreement	Section 4	The term aligns with the negotiated Development Schedule
b.	Renewal or extension	Not Applicable	Not Applicable
c.	Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d.	Termination by franchisee	Not Applicable	Not Applicable
e.	Termination by franchisor without cause	Not Applicable	Not Applicable

**MINNESOTA MODIFICATIONS TO THE
UPTOWN CHEAPSKATE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT**

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.

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 5, Additional Disclosure:

Based upon the franchisor's financial condition, the Minnesota Securities Commissioner has required a financial assurance. Therefore, all initial franchise fees and payments owed by the franchisees under the Franchise Agreement shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement and the outlet is opened. All initial franchise fees and payments owed by the franchisees under the Area Development Agreement shall

be deferred until the first outlet contemplated in the Area Development Agreement is opened.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \$30 on service charges.

Item 7, Additional Disclosure:

Based upon the franchisor's financial condition, the Minnesota Securities Commissioner has required a financial assurance. Therefore, all initial franchise fees and payments owed by the franchisees under the Franchise Agreement shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement and the outlet is opened. All initial franchise fees and payments owed by the franchisees under the Area Development Agreement shall be deferred until the first outlet contemplated in the Area Development Agreement is opened.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure), 180 days notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. Notwithstanding anything to the contrary contained in the Franchise Agreement, all initial franchise fees and payments owed by the Franchisee under the Franchise Agreement shall be deferred until the Franchisor completes its pre-opening obligations under the Franchise Agreement and the outlet is opened.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

[Signatures on Following Page]