



April 21, 2026

VIA ONLINE FILING

Minnesota Department of Commerce
Securities Section
85 7th Place, Suite 280
St. Paul, MN 55101-2198

Re: Papa Murphy's International LLC, dba Papa Murphy's
Franchise Registration Application Renewal
Your File No. F-4899
Deficient Submission 35626-202603

Dear Sir or Madam:

In response to the deficiency notice dated April 20, 2026, please be advised as follows:

1. The Mandatory Minimum Payments risk factor has been added to the State Addenda.
2. The requested language has been added to Item 17, sections q. and r.

Attached are revised pages marked to show changes. If you have any questions or comments regarding the enclosed materials, please contact the undersigned.

Sincerely,

Cathy Berry
Vice President of Legal

Attachments

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise Agreement (unless otherwise indicated)	Summary
		including goodwill, and may set off any amounts owed to us by you.
p. Your death or disability	Section 8.2	Within 180 days, your heirs, beneficiaries, devisees or legal representatives may apply to (i) continue to operate the franchise, or (ii) transfer your franchise interest, as described in paragraph m. above.
q. Noncompetition covenants during the term of the franchise	Section 6.16	You may not engage in or have an interest in any business that is engaged in the wholesale or retail sale of pizza or other products served by the Franchised Store, subject to applicable law .
r. Noncompetition covenants after the franchise is terminated or expires	Section 6.16	Same as above, noncompetition covenant applies within a 25-mile radius of your Franchised Store and continues for two years after termination or expiration of franchise, subject to applicable law .
s. Modification of the agreement	Sections 6.14 and 10.8	We may modify the Operations Manual. Modifications to the FA must be in writing and signed by an authorized person from each of the parties.
t. Integration/merger clause	Sections 1.5, 10.7(c), 10.9	Only terms of Agreements and Operations Manual are binding. Any other promises may not be enforceable. Nothing in the Agreement or in any related agreement is intended to disclaim the representations made in the Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 10.10	Except for certain claims for immediate relief, all disputes must be first negotiated then subject to non-binding mediation in the city that United States Arbitration and Mediation Service, Inc. has an office nearest our Support Center, unless otherwise mutually agreed.
v. Choice of forum	Section 10.12	Except for certain claims for extraordinary relief, dispute resolution will be in the applicable federal or state court for the judicial district in which we have our principal place of business at the time the action is commenced, except as stated in State Addenda to this Disclosure Document.
w. Choice of law	Section 10.7	Washington law applies to the contract, except to the extent governed by the United States Trademark Act, and except to the extent modified by the State Addenda to this Disclosure Document.

ITEM 18 PUBLIC FIGURES

We do not currently use any public figure to promote the sale of franchises, but we reserve the right to do so in the future.

MINNESOTA

To the extent required by Minnesota law, the Franchise Disclosure Document or Franchise Agreement are amended as follows:

1. The following is added to the Special Risk(s) to Consider About This Franchise cover page:

“Mandatory Minimum Payments. You must make minimum advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.”

21. 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.

32. 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.

43. Minnesota law provides franchisees with certain termination and nonrenewal rights. Minnesota Statutes Section 80C.14, subdivisions 3, 4 and 5, require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the franchise agreement.

54. Minnesota Statutes Section 80C.21 and Minnesota Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota.

65. Under Minnesota Statutes Section 80C.21, any designation of governing law will not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit non-arbitrable matters to the jurisdiction of the courts in Minnesota.