

Provision	Section in Franchise Agreement	Summary
n. Our right of first refusal to acquire your business	Article XV	We can match any bona fide written offer for your business.
o. Our option to purchase your business	Section 16.2	See f. above.
p. Your death or disability	Section 14.5	Transfer to heirs not subject to transfer conditions and our right of first refusal if heirs qualify as franchisee, sign new agreement and manager begins Initial Training within 3 months. Training fee must be paid.
q. Noncompetition covenants during the term of the franchise	Section 18.1	No involvement in any competing business anywhere. <u>Subject to applicable state law.</u>
r. Noncompetition covenants after the franchise is terminated or expires	Sections 18.1 and 18.2	For a period of 24 months, you cannot compete within 25 miles of the Territory or within the territory granted to any then-existing franchisee. You must turn over all customer and school lists and telephone numbers. For 1 year, you cannot solicit or service customers or schools. <u>Subject to applicable state law.</u>
s. Modification of Agreement	Section 20.13 and 18.5	No modifications generally except Manuals subject to change and court modification of covenants not to compete to make valid.
t. Integration/ merger clause	Section 20.14	Subject to state law. The terms of the Franchise Agreement and Exhibits to this Franchise Disclosure Document contain the complete agreement between us. Only the Franchise Agreement and this Franchise Disclosure Document are binding. Any other promises are not enforceable. Notwithstanding the foregoing, nothing in the franchise agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 19	Subject to state law. Mediation at option of the parties. All disputes (except certain remedies) to be arbitrated at our offices or other location we designate.
v. Choice of forum	Section 20.6	Litigation to be in Kane County, Illinois.*
w. Choice of law	Section 20.5	Illinois law applies.*

5. Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

"Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any 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. ~~6.~~—NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

7. 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.