

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Minnesota**

The State of Minnesota requires that the following statement be added to the Cover Page of the disclosure document:

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 second paragraph in Item 13 of the disclosure document is amended to add the following language as the last sentence:

However, Snap-on will indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that your use of Snap-on's trademarks infringes trademark rights of the third party; provided that you give notice to Snap-on of any such claim within 10 days and you tender to Snap-on defense of the claim and management of the defense, including the right to compromise, settle, or otherwise resolve the claims and to decide whether to appeal any determination involving the claim.

2. Snap-on will comply with Minnesota Statutes section 80C.14, subdivisions 3, 4, and 5 which require, except in certain specified cases, (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to transfer of the franchise will not be unreasonably withheld. (See Item 17 of the disclosure document and the Addendum to the Franchise Agreement for Use in Minnesota)

3. The State of Minnesota requires that the Cover Page and Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

“Pursuant to Minn. Stat. 80C.21 and 80C.17 subd.5 and Minn. Rule 2860.4400D and J, this section shall not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C.”

4. Snap-on will comply with Minnesota Statute section 2860.4400(D), that prohibits a franchisee to assent to a general release that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22, provided that this does not prevent a release as part of a settlement of disputes.