

Provision	Section in franchise or other agreement	Summary
		investment in your business or pay all loans payable to us and our affiliates in full; you personally guaranty the obligations under the Franchise Agreement; and a qualified individual is designated as the Operating Principal. If you participate in our resale program, then you must also comply with our then-current resale program requirements, execute a then current resale program agreement, and pay the then current resale program fee.
n. Franchisor's right of first refusal to acquire franchisee's business	11.B.10	We can match any offer to buy your franchise.
o. Franchisor's option to purchase franchisee's business	No provision	Not applicable.
p. Death or disability of franchisee	11.C.	Your personal representative must assign your Franchise Agreement to an individual or business entity that has been approved by us within 180 days.
q. Non-competition covenants during the term of the franchise	5.A. and 10.C.1	You cannot be involved in a Competitive Business other than a Competitive Business approved by us that you own on the day you sign the Franchise Agreement. <u>Subject to applicable state law.</u>
r. Non-competition covenants after the franchise is terminated or expires	10.C.2	No Competitive Business in your territory for two years other than a Competitive Business approved by us that you own on the day you sign the Franchise Agreement. <u>Subject to applicable state law.</u>
s. Modification of the agreement	15.A.	No modification of the Franchise Agreement except by written agreement of both parties.
t. Integration/merger clause	15.A.	Only the terms of the Franchise Agreement are binding (subject to applicable federal and state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	14	All disputes must be mediated.
v. Choice of forum	14.C.	Most disputes must be filed in a federal or state court located in Waco, McLennan County, Texas (subject to applicable federal and state law). See the State Specific Addenda attached to this disclosure document for state law information.

applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**FOR THE STATE OF MINNESOTA**

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.

The following supplements Item 6:

Dishonored Check for ACH Draft	\$75, however, currently the State of Minnesota caps this fee at \$30.	Upon demand	If your financial institution returns a check or ACH draft for insufficient funds, you must pay us this fee for each item returned.
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The following sentence supplements Item 13:

Pursuant to Minnesota Stat. §80C.21, Subj. 1(g), we are required to protect any rights which you have to use our proprietary marks.

Item 17 of the Franchise Disclosure Document is supplemented by the following:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) 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 the transfer of the franchise will not be unreasonably withheld.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or the agreement(s) can abrogate or reduce (1) any of your rights as provided for in Minnesota Statute 80C, or (2) your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Any release as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.