

Provision	Section In Area Representative Agreement	Summary
i. Your obligations on termination/renewal	15	Stop using our Marks, pay monies owed to us, transfer telephone number to us, return to us our Manual and any Confidential Information, cancel any fictitious name filing, and adhere to the post-term covenants not to compete and not to solicit.
j. Assignment of contract by us	20.1	We may assign to a successor in interest who remains bound by the terms of the Agreement.
k. "Transfer by you" – definition	20.2, 20.3, 20.4	Includes transfer of Agreement or change of identity of owners.
l. Our approval of transfer by you	20.6	We must approve any transfer based upon our then current qualifications and you must execute a transfer agreement containing a general release of all claims and a noncompetition provision.
m. Conditions for our approval of transfer	20.2, 20.6	You must be in compliance with the Agreement, sign a release, pay the transfer fee, we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
n. Our right to first refusal to acquire your business	20.5	We have a right of first refusal to match any purchase offer for your franchise.
o. Our option to purchase your business	None	Not applicable
p. Your death or disability	21	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee; transferee must attend and successfully complete training; and sign either, at our option, an assignment of the rights remaining in your Area Representative Agreement or our current Area Representative Agreement with the term adjusted to such length as remains on the term of your Area Representative Agreement.
q. Non-competition covenants during the term of the franchise	16	No competition allowed in the United States; subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	16	No competition for 2 years within the Territory or 25 miles from the boundaries of the Territory; subject to applicable state law.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.
- No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.
- Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.
- Due to the deficit ratio of current assets to current liabilities in the franchisors most recent financial statement, Item 5 and Item 7 of the Franchise Disclosure Documented are amended to state that payment of all initial franchise fees is deferred until the franchisee opens for business.

**MINNESOTA ADDENDUM
TO THE AREA REPRESENTATIVE AGREEMENT**

If any of the terms of the Area Representative Agreement are inconsistent with the terms below, the terms below control.

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) 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 agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, 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 the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.
- No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.
- Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.
- Modifying Section 4.1 of the Area Representative Agreement, payment of the initial franchise fees is deferred until after Franchisee opens for business.

AREA REPRESENTATIVE:

FRANCHISOR:
ATAX LLC d/b/a ATAX