Provision	Section In Franchise Agreement	Summary
		-transferee must obtain necessary licenses and permits; -obtain any lessor approval for transfer; -the transfer must be made in compliance with any laws that apply to the transfer; -the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation; -you must request that we provide the prospective transferee with our current Franchise Disclosure Document.
n. Franchisor's right of first refusal to acquire franchisee's business	14.6	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business.
o. Franchisor's option to purchase franchisee's business	11(g)	We have a right to purchase your furniture, equipment, signage, fixtures, and supplies post-termination.
p. Death or disability by franchisee	15	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 our current Agreement.
q. Non-competition covenants during the term of the franchise	12	No competition allowed in the United States and its territories~~.~~, subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	12	You may not compete in the territory or within 25 miles of the territory (or any other outlet of ours) for 2 years after expiration, termination, or transfer~~.~~, subject to applicable state law.
s. Modification of the agreement	16	No modifications except to Operations Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	18	Only the terms in the Franchise Agreement are binding (subject to federal or state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement(s) or any related

Provision	Section In Franchise Agreement	Summary
		agreements is intended to disclaim the representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	19	You are required to first attempt to resolve claims through mediation with our CEO. If not resolved, then you must submit any dispute to mediation before a third-party mediator. If not resolved through mediation, then you must submit the dispute to arbitration (subject to applicable state law). We utilize the same dispute process, except that we have the right to bring claims for violation of a restrictive covenant in court without utilizing any alternative dispute resolution. This provision is subject to state law.
v. Choice of forum	19	All claims not subject to mediation and arbitration must be brought before the state or federal court closest to our corporate office (subject to applicable state law), except that we have the right to commence action against you for violation of restrictive covenants in any court of competent jurisdiction. This provision is subject to state law.
w. Choice of Law	19	Virginia law governs the Agreement, subject to the following exceptions: (a) federal law, including without limitation the Lanham Act, 15 U.S.C. § 1051 et seq., as it may be amended, governs all matters relating to trademarks, service marks, trade dress, unfair competition, and any other claims arising under federal intellectual property law; (b) the Virginia Retail Franchising Act, Virginia Code § 13.1-557 et seq., as it may be amended, along with any other Virginia laws regulating the offer or sale of franchises, business opportunities, or governing the franchisor-franchisee relationship, applies only if the Franchised Business is located in Virginia or the jurisdictional prerequisites of that Act are otherwise satisfied; and (c) if a particular provision of this Agreement is unenforceable under Virginia law and the

MINNESOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise 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 Statues, 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 Franchise Agreement, payment of the initial franchise fees is deferred until after Franchisee opens for business.

FRANCHISEE:	FRANCHISOR: ATAX LLC d/b/a ATAX
By:_____	By:_____

- 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.