



**CHICK-FIL-A, INC.
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE LICENSEES
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MINNESOTA**

**THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR
PROSPECTIVE LICENSEES ("FDD")
CONTAINS INFORMATION REQUIRED BY
THE FEDERAL TRADE COMMISSION AND THE
STATE OF MINNESOTA. THIS ADDENDUM TO THE FDD
CONTAINS INFORMATION REQUIRED EXCLUSIVELY
BY THE STATE OF MINNESOTA AND IS BEING PROVIDED
TO YOU AT THE SAME TIME AS THE FDD.**

* * *

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD.**

Chick-fil-A, Inc.
A Georgia Corporation
5200 Buffington Road
Atlanta, Georgia 30349
(404) 765-8000
cfaovrecruiting@chick-fil-a.com
www.chick-fil-a.com

**CHICK-FIL-A, INC.
MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE LICENSEES**

**STATE COVER PAGE FOR FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

Your state has a franchise law that requires a franchisor to register with the state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY THE STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE LICENSE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN GEORGIA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN GEORGIA THAN IN YOUR OWN STATE.
2. THE LICENSE AGREEMENT STATES THAT GEORGIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: _____, 2014

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of Minnesota shall be amended to include the following:

1. The fifth paragraph under Item 13 shall be deleted in its entirety, and the following language shall be added in lieu thereof:

CFA Properties and Chick-fil-A have the sole and exclusive right to protect any or all of the trademarks listed above at their own expense. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties’ trademarks. The License Agreement does not require CFA Properties or Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with CFA Properties and us in defending CFA Properties’ trademarks. We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole business judgment, determine that you used the trademarks in accordance with the License Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole business judgment, determine that you have not used the trademarks in accordance with the License Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your License Agreement, you must immediately cease all use of the trademarks.

2. Item 17 for the License Agreement shall be amended by the addition of the following language at the conclusion of the provisions entitled “Renewal or extension of the term,” “Termination by Chick-fil-A with cause,” and “Transfer by you – definition”:

The Minnesota Franchise Act provides licensees with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a licensee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of nonrenewal of the License Agreement, and that consent to the transfer of the license not be unreasonably denied. If the License Agreement and/or Franchise Disclosure Document contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the

License Agreement will be superseded by the Minnesota Franchise Act's requirements and shall have no force or effect.

3. Item 17 for the License Agreement shall be amended by the addition of the following language at the conclusion of the provision entitled "Choice of law":

If the License Agreement and/or Franchise Disclosure Document require(s) that it be governed by a state's law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Item 17 shall be amended by the addition of the following language at the conclusion of the provision entitled "Choice of forum":

If the License Agreement and/or Franchise Disclosure Document requires the Licensee to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. Item 17 shall be amended by the addition of following language at the end of the item:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or agreement can abrogate or reduce any of 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. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE
CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn Rules. §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of _____ (the “License Agreement”), do hereby agree as follows:

1. Sections 2, 8 and 9 of the License Agreement, under the headings entitled “License Term,” “Termination by CFA,” and “Limitations on Transfer by Licensee” shall be supplemented by the addition of the following:

The Minnesota Franchise Act provides licensees with certain termination, renewal and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a licensee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of intent not to renew the License Agreement, and that consent to the transfer of the license not be unreasonably withheld. If the License Agreement contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the License Agreement will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

2. Section 7.4(c) of the License Agreement, under the heading entitled “Use of Proprietary Marks,” shall be deleted in its entirety, and the following language shall be added in lieu thereof:

(c) Licensee agrees to promptly and fully advise CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA and CFA Properties retain the exclusive right and authority to protect or defend the Proprietary Marks. CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA. CFA agrees to defend Licensee against any third-party claim, suit, or demand arising out of Licensee’s use of the Proprietary Marks. If CFA, in its sole business judgment, determines that Licensee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by CFA. If CFA, in its sole business judgment, determines that Licensee has not used the Proprietary Marks in accordance with

this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Licensee.

3. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be supplemented by the addition of the following language:

If the License Agreement requires that it be governed by a state's law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be supplemented by the addition of the following language:

If the License Agreement requires the Licensee to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

RECEIPT

This Disclosure Document and the Minnesota Addendum summarizes certain provisions of the License Agreement and other information in plain language. Read this Disclosure Document, the Minnesota Addendum and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

If Chick-fil-A does not deliver this Disclosure Document and the Minnesota Addendum on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency.

The franchisor is: Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: March 31, 2014 (effective _____, 2014 in Minnesota)

The name, principal business address and telephone number of each franchise seller for this offering: Chick-fil-A, Inc., and _____;
5200 Buffington Road, Atlanta, Georgia 30349; 404-765-8000.

Chick-fil-A authorizes the respective state agencies identified in Exhibit "A" to receive service of process for it in the particular state.

I have received a Disclosure Document for Licensees dated March 31, 2014 and a Minnesota Addendum for Licensees dated _____, 2014, that included the following Exhibits:

EXHIBIT "A"	List of State Agencies/Agents for Service of Process
EXHIBIT "B-1"	License Agreement (Self-Operators)
EXHIBIT "B-2"	License Agreement (Food Service Providers)
EXHIBIT "C"	Financial Statements
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "E"	List of Licensed Units, Operator Restaurants, and Chick-fil-A Operated Restaurants
EXHIBIT "F"	List of Former Licensees
EXHIBIT "G"	Receipts

Date

Licensee

Please sign and date this page and retain this page in your possession as part of your records

RECEIPT

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EXHIBIT "F"	List of Former Licensees
EXHIBIT "G"	Receipts

Date

Licensee

Please remove this page, sign and date this page, and return this page within 48 hours after you receive this Franchise Disclosure Document to Business Development Department, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, GA 30349