

EXHIBIT J-5

Minnesota Disclosure

In recognition of the requirements of the Minnesota Franchises Law, 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, the Franchise Disclosure Document for Nathan's Famous Systems, Inc. for use in the State of Minnesota shall be amended to include the following:

1. The "Special Risk to Consider About This Franchise" cover page shall be amended to include the following risk factor:

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce anticipated profit of your franchise business.

2. Item 13, "Trademarks," shall be amended by the addition of the following paragraph at the end of the Item:

~~Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our proprietary marks.~~

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). 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.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

With respect to ~~franchisees~~franchises governed by Minnesota law, ~~we~~the franchisor will comply with ~~Minn. Stat. Sec. Minnesota Statute~~ 80C.14, ~~Subds Subd. 3,4, and 5~~ which require, ~~(except in certain specified cases):~~

- o that a franchisee be given 90 ~~days'~~days notice of termination (with 60 days to cure) and 180 days' notice ~~of~~for non-renewal of the ~~Franchise Agreement~~franchise agreement, and
- o that consent to the transfer of the franchise will not be unreasonably withheld.

~~Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.~~

~~Minn. Stat. § 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 Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

Minnesota Statute 80C.21 and ~~Minn.~~Minnesota Rule 2860.4400~~J~~4400(J) prohibit ~~us~~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 ~~disclosure document~~Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of ~~your~~the franchisee's rights as provided for in Minnesota ~~Statutes, Chapter~~Statute 80C; or ~~your~~(2) franchisee's rights to ~~jury trial~~, any procedure, forum, or remedies ~~as may be~~ provided for by the laws of the jurisdiction.

~~4. ——— Item 21, "Financial Statements," shall be amended by the addition of the following:~~

~~Our unaudited financial statements as of June 26, 2016 are attached as Exhibit J 4.~~

~~54.~~ No statement, questionnaire, or ~~acknowledgment~~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 ~~any~~other person acting on behalf of the franchisor. ~~-~~This provision supersedes any other term of any document executed ~~in connection~~ with the franchise.

~~65.~~ Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the disclosure document.

EXHIBIT K-4

Minnesota Branded Menu Program License Agreement Amendment

In recognition of the requirements of the Minnesota Franchises Law, 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, the parties to the attached Nathan's Famous Systems, Inc. Branded Menu Program License Agreement (the "Agreement") agree as follows:

1. Section 4 of the Agreement, under the heading "Trademark Use," shall be amended by the addition of the following new paragraph e.:

~~e. Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), Nathan's Famous Systems, Inc. is required to protect any rights Operator may have to Nathan's Famous Systems, Inc. Proprietary Marks.~~

e. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). 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.

2. ~~Section~~Sections 7 and 8 of the Agreement, under the ~~heading~~headings "Term," and "Default/Termination" shall be supplemented by the addition of the following ~~new paragraph~~language:

With respect to franchises governed by Minnesota law provides franchisees, the franchisor will comply with certain non-renewal rights. In sum, Minn. Stat. § Minnesota Statute 80C.14 (subd. 4) currently requires, Subd. 3-5, which require (except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of the Franchise Agreement.):

~~3. Section 8 of the Agreement, under the heading "Default/Termination," shall be supplemented by the following new paragraph e.:~~

~~e. Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the franchise agreement, and~~

~~4~~o that consent to the transfer of the franchise will not be unreasonably withheld.

3. Section 9 of the Agreement, under the heading "Assignment," shall be supplemented by the addition of the following new paragraph:

Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

~~5~~4. Section 10 of the Agreement, under the heading "General Provisions", shall be amended by the following ~~additional paragraph 1,~~language, which shall be considered an integral part of the Agreement:

~~I. Minn. Stat. § 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 Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

Minnesota Statute 80C.21 and Minn. Minnesota Rule 2860.4400J4400(J) prohibit us 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 disclosure document Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of your the franchisee's rights as provided for in Minnesota Statutes, Chapter Statute 80C, or your (2) franchisee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

65. No statement, questionnaire, or ~~acknowledgment~~ 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 ~~in connection~~ with the franchise.

76. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota Branded Menu Program License Agreement amendment on the same date as the Branded Menu Program License Agreement was executed.

Nathan's Famous Systems, Inc.

Operator

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 202_

Date: _____, 202_