

**AMENDMENT TO THE SPHERION STAFFING, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

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 Spherion Staffing, LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Section 3 of the Agreement, under the heading “Ownership and Protection of the Marks and Copyrights,” shall be amended by the addition of the following new subsection (e):

(e) According to Minnesota Stat. Sec. 80C.12, Subd. 1(g), Company is required to protect any rights Franchisee may have to Company’s proprietary marks.

2. Section 5(a)(1) of the Agreement, under the heading “Restrictive Covenants,” shall be deleted and replaced with the following:

(1) commencing with the execution of this Agreement and for the period extending throughout the Term of this Agreement and any extensions or renewals hereof or until termination of ownership in any Entity formed for the operation of the business described herein, whichever shall first occur, directly or indirectly, within the United States, individually or for any third party, without the prior written consent of Company, (i) own, engage in as a partner, officer, executive or manager, guarantor, director, shareholder (other than as owner of less than five percent (5%) of the issue and outstanding stock of a publicly owned corporation whose securities are traded on a nationally recognized stock exchange), consultant, recruiter or salesperson any Competitive Business; (ii) engage in activity, or assist in any manner, for or on behalf of, any Competitive Business, as an employee, owner, officer, or manager of any such, , Competitive Business; or (iii) solicit, divert or appropriate (or attempt to do so), to or for any Competitive Business, any person or entity which is or was a Customer of Company within the preceding twelve months;

2. Section 13 of the Agreement, under the heading “Term, Renewal,” shall be supplemented by the addition of the following language:

Minnesota law provides franchisees 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 franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld; and

Minn. Rule Part 2860.4400D prohibits requiring Franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.