

3. The following paragraphs to the end of the “Summary” section of Item 17(w), entitled “Termination by franchisee”:

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

MINNESOTA

No statement, questionnaire, or acknowledgment 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.

1. The following is added to the end of Item 5 and Item 7:

The Minnesota Department of Commerce (Securities Section) requires us to defer the collection of the initial franchise fee and other initial payments owed by you to us and our affiliates until we have completed our pre-opening obligations under the Franchise Agreement and you have begun operating your Shop. If you execute a Development Agreement, we agree to defer the collection of the Development Fee and other payments payable by you to us or our affiliates until we have completed our pre-opening obligations under the Development Agreement.

2. ~~1.~~ The following language is added to the end of Item 6:

The Item 6 line item entitled “Lost Revenue Damages” will not be enforced to the extent prohibited by applicable law.

3. ~~2.~~ The following language is added to the end of Item 13:

Provided you have complied with all provisions of the Franchise Agreement applicable to the Trademarks, we will protect your rights to use the Trademarks and we also will indemnify you from any loss, costs, or expenses from any claims, suits, or demands regarding your use of the Trademarks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

4. ~~3.~~ The following is added to the end of the “Summary” section of Item 17(c), entitled “Requirements for franchisee to renew or extend”:

Any release required as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

5. ~~4.~~The following is added to the end of the “Summary” section of Item 17(g), entitled “Cause” defined – curable defaults”:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.14, Subd. 3, 4, and 5, which require (except in certain specified cases) that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement.

NORTH DAKOTA

1. The following is added to the end of Item 6:

The Item 6 line entitled Lost Revenue Damages will not be enforced to the extent prohibited by applicable law. Under North Dakota Law, a requirement that you consent to liquidated damages or termination penalties in the event of termination of the Development Agreement or Franchise Agreement is considered unenforceable.

2. The following is added to the end of the “Summary” sections of Item 17(c), entitled “Requirements for franchisee to renew or extend”, and Item 17(m), entitled “Conditions for franchisor’s approval of transfer”:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. The following is added to the end of the “Summary” section of Item 17(r), entitled “Non-competition covenants after the franchise is terminated or expires”:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

4. The following is added to the end of the “Summary” section of Item 17(u), entitled “Dispute resolution by arbitration or mediation”:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

5. The following is added to the end of the “Summary” section of Item 17(v), entitled “Choice of forum”:

However, subject to your arbitration obligation, and to the extent required by North Dakota Investment Law, you may bring an action in North Dakota.

**RIDER TO DUNN BROS FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER (this “Rider”) is made and entered into by and between **DUNN BROS FRANCHISING, LLC**, a Delaware limited liability company with its principal business address at 201 Third Avenue S, Minneapolis, Minnesota 55401 (“us”), and _____, a _____ whose principal business address is _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. Terms used but not defined in this Rider have the meanings given under the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Shop that you will operate under the Franchise Agreement is or will be located in the State of Minnesota; or (b) you either a resident of, domiciled in, or actually present in, the State of Minnesota.

2. **ACKNOWLEDGMENT.** No statement, questionnaire, or acknowledgment 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.

3. **FEE DEFERRAL.** The following is added to the end of Section 10.A. of the Franchise Agreement:

Pursuant to an order of the Minnesota Department of Commerce (Securities Section), we will defer the collection of the initial franchise fee and other initial payments owed by you to us or our affiliates until we have completed all of our pre-opening obligations under this Agreement and you have begun operating your Shop.

4. ~~3.~~ **INDEMNIFICATION FOR USE OF TRADEMARKS.** The following is added to the end of Section 5.A of the Franchise Agreement:

Provided you have complied with all provisions of the Franchise Agreement applicable to the Trademarks, we will protect your rights to use the Trademarks and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Trademarks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

45. **RELEASES.** The following is added to the end of Sections 6.I, 17.B, and 17.C of the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

56. **RENEWAL AND TERMINATION.** The following is added to the end of Sections 13.A, 13.B and 13.C of the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

6~~7~~. **LOST REVENUE DAMAGES**. The following is added to the end of Section 13.E of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provision to the extent the law allows.

8. ~~7~~. **INJUNCTIVE RELIEF**. The following is added to the end of Section 15.A of the Franchise Agreement:

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and seek injunctive relief against conduct that threatens to injure or harm us, the Marks or the System, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may seek such injunctive relief. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing, and you hereby expressly waive any claim for damages caused by such injunction. A court will determine if a bond is required.

9. ~~8~~. **LIMITATION OF CLAIMS**. The following is added to the end of Section 15.B of the Franchise Agreement:

You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing, and you hereby expressly waive any claim for damages caused by such an injunction. A court will determine if a bond is required.

10. ~~9~~. **WAIVER OF JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, Section 15.F of the Franchise Agreement is hereby deleted.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE DUNN BROS FRANCHISING, LLC
DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER (this “Rider”) is made and entered into by and between **DUNN BROS FRANCHISING, LLC**, a Delaware limited liability company with its principal business address at 201 Third Avenue S, Minneapolis, Minnesota 55401 (“us”), and _____, a _____ whose principal business address is _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Development Agreement dated _____, 20__ (the “Development Agreement”) that has been signed concurrently with the signing of this Rider. Term used but not defined in this Rider have the meanings under the Development Agreement. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) the Development Area is located in the State of Minnesota; or (b) you either a resident of, domiciled in, or actually present in, the State of Minnesota.

2. **ACKNOWLEDGMENT.** No statement, questionnaire, or acknowledgment 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.

3. **FEE DEFERRAL.** The following is added to the end of Section 3 of the Development Agreement:

Pursuant to an order of the Minnesota Department of Commerce (Securities Section), we will defer the collection of the Development Fee and other initial payments owed by you to us or our affiliates until we have completed all of our pre-opening obligations under this Agreement.

4. **~~3.~~ RELEASES.** The following is added to the end of Section 7.D of the Development Agreement:

Any release required as a condition of assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

5. **~~4.~~ RENEWAL AND TERMINATION.** The following is added to the end of Section 8.B of the Development Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

6. ~~5.~~ **DISPUTE RESOLUTION; INJUNCTIVE RELIEF.** The following is added to the end of Section 13 of the Development Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing, and you hereby expressly waive any claim for damages caused by such an injunction. A court will determine if a bond is required.

Minnesota law may prohibit waiver of trial by jury.

[SIGNATURE PAGE TO FOLLOW]