

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

1. Items 17(c) and (m) of this Disclosure Document are modified to state that the general release required as a condition of renewal or transfer will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.
2. Items 17(u) and (v) of this Disclosure Document is modified to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
3. Item 17(v) of this Disclosure Document is amended to include the following:

The venue provision will not supersede your right to sue under the Maryland Franchise Registration and Disclosure Law in a Maryland court.
4. The Maryland Office of the Attorney General, Securities Division, requires us to defer payment of the initial franchise fee and any other initial payments owed by you to us until we have completed our pre-opening obligations under the franchise agreement.
5. 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.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

1. SPECIAL RISK FACTORS is amended to add the following:

Mandatory Minimum Payments. After the first six (6) months from the Effective Date, you must make graduated minimum royalty fund payments, regardless of your sales levels. Your inability to make the graduated minimum royalty payments may result in a default of the Franchise Agreement and ultimately could result in the termination of your franchise and the loss of your investment.

Sales Performance Required. You must meet specified annual UPS sales performance levels. Your inability to meet these levels may result in a default of the Franchise Agreement, and ultimately could result in the termination of your franchise and the loss of your investment.

2. ~~4-~~Item 17(m) of this Disclosure Document is modified to include the following language after "general release":

"(for claims except those arising under the Minnesota Franchise Act)."

3. ~~2-~~Item 17 of this Disclosure Document is modified to include the following paragraphs at the end of the chart:

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 for nonrenewal of the franchise agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise 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.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

RIDER FOR USE IN MARYLAND

This Agreement is amended and revised as follows for use in Maryland:

1. Section 1.03 is revised to add the following: However, the general release required as a condition of renewal will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.
2. Section 2.01 is revised to add the following: The Maryland Office of the Attorney General, Securities Division, requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under the franchise agreement.
3. Section 5.02 is revised to add the following: However, the general release required as a condition of transfer will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.
4. Section 10.01 is amended to add the following: However, any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the Franchise.
5. Section 11.02 is revised to add the following: Franchisee and Franchisor each agree that Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
6. Section 11.10 is revised to add the following: All representations requiring Licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. 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.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

Printed Name: _____
Title: _____

FRANCHISOR:

UNISHIPPERS GLOBAL LOGISTICS, LLC

By: _____
Printed Name: _____
Title: _____

RIDER FOR USE IN MINNESOTA

This Agreement is amended and revised as follows for use in Minnesota:

- (1) Section 1.03(k) is amended to add at the end: "provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law."
- (2) Section 4.02 is deleted in its entirety and replaced with the following: "Franchisee agrees that any use of any Mark contrary to any term of this Agreement is an act of infringement, and that the use will entitle Franchisor to seek temporary, preliminary or permanent injunctive relief from a court or agency of competent jurisdiction, court cost, reasonable expenses of litigation, reasonable attorney's fees, and any other appropriate relief."
- (3) Section 6.03 is deleted in its entirety and replaced with the following: "Franchisee agrees that use of any trade secret or confidential information contrary to any term of this Agreement is an act of infringement, and will entitle Franchisor to seek an order of specific performance and/or a temporary, preliminary or permanent injunction from a court or agency of competent jurisdiction, court costs, reasonable expenses of litigation, reasonable attorney's fees, and any other appropriate relief."
- (4) Section 5.04 is modified to add ", except any claims arising under the Minnesota Franchise Act".
- (5) Section 7.01 is modified to include the following: With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise.
- (6) Section 10.01 and 11.02 is modified to include the following: Nothing in the disclosure document or franchise agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Sec. 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibits Franchisor, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota.
- (7) Section 11.02 is revised to add the following: 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.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE

Printed Name: _____
Title, if any: FRANCHISOR:

UNISHIPPERS GLOBAL LOGISTICS, LLC

By: _____
Printed

Signature: _____ By: _____

Name: _____ Name: _
Title, if any: _____ Title: _____