

MINNESOTA

(state administrator)

Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, Minnesota 55101
(651) ~~593-1638~~[539-1600](tel:651-539-1600)

(agent for service of process)

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, Minnesota 55101
(651) ~~593-1638~~[539-1600](tel:651-539-1600)

NEW YORK

(state administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 Phone
(212) 416-6042 Fax

(agent for service of process)

New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – Fourteenth Floor – Dept 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities
John O. Pastore Complex
Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, 2nd Floor
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(state administrator)

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

3. The following is added at the end of Item 17:
 - a. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
 - b. No statement, questionnaire, or 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 with the franchise.

NORTH DAKOTA

1. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for licensee to renew or extend**, and Item 17(m), entitled **Conditions for licensor approval of transfer**:

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

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

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

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

Notwithstanding the foregoing, to the extent required by North Dakota Franchise Investment Law, you may bring an action in North Dakota for claims under the North Dakota Franchise Investment Law.

4. The following is added to the end of the “Summary” section of Item 17(w), entitled **Choice of law**:

Except as otherwise required by North Dakota law, the laws of the Commonwealth of Kentucky will apply.

5. **GOVERNING LAW; CONSENT TO JURISDICTION.** The following statement is added at the end of Section 13.1 of the License Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Licensor, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Licensee's rights under Minnesota Statutes Chapter 80C or Licensee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

6. **INJUNCTIVE RELIEF.** Section 13.3 of the License Agreement is deleted and replaced in its entirety with the following:

Nothing in this Agreement bars Licensor's right to obtain specific performance of the provisions of this Agreement and injunctive relief under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions, in the event Licensee: breaches its noncompete obligations under Section 7 of this Agreement; breaches its confidentiality obligations under Section 8 of this Agreement; fails to comply with Licensor's requirements regarding the use and protection of the Marks in accordance with Section 1.2 of this Agreement or otherwise engages in conduct that threatens to injure or harm the Marks; fails to comply with its post-term obligations under Section 12.1 of this Agreement; or, engages in conduct that threatens the health or safety of customers or employees in violation of Sections 3.1.i, 3.1.k(ii), 3.4 or 11.3. Licensee agrees that Licensor may obtain such injunctive relief. Licensee agrees that Licensee's only remedy if an injunction is entered against Licensee will be the dissolution of that injunction, if warranted, upon due hearing, and Licensee hereby expressly waives any claim for damages caused by such injunction. A court will determine if a bond is required.

7. **WAIVER OF JURY TRIAL.** Section 13.4 of the License Agreement is deleted in entirety.

8. **NON-WAIVER.** [The following is added to the end of Section 14.4 of the License Agreement:](#)

a. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

b. No statement, questionnaire, or 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 with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the License Agreement.

LICENSOR:

LICENSEE:

KFC US, LLC

[Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date*: _____

Date: _____

(*This is the Effective Date)