

**RIDER TO THE FRANCHISE AGREEMENT PURSUANT TO
THE MINNESOTA FRANCHISE DISCLOSURE LAW**

This Rider to the Franchise Agreement by and between CANTEEN and Franchisee is dated _____, 20____, and applies only with respect to the franchise operations located within Minnesota or a franchisee domiciled in Minnesota.

1. Section 4.4 shall be amended by adding the following:
The franchisor will protect the franchisee’s right 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 10 shall be amended by adding the following:
With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.,14 Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement.
3. Sections 10.5 and 10.5.6 shall be amended by adding the following:
Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in this 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.
4. Sections 2.1 and 8.2 shall be amended by adding the following:
Under Minn. Rule 2860.4400D, we are prohibited from requiring you to sign a general release.
5. Section 11.4 shall be amended by adding the following:
Under Minn. Rule 2860.4400J, a franchisee cannot waive any rights.
- ~~6. Section 3.1 shall be amended by adding the following:
The State of Minnesota requires us to defer the payment of the initial franchise fee owed by franchisees to the franchisor until the franchisee has started operating its business under the franchise agreement.~~

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

CANTEEN
(A Division of Compass Group USA, Inc.)
A Delaware Corporation

By: _____

Title: _____

FRANCHISEE

(Signature)

(Print Name)

(Signature)

(Print Name)

ADDENDUM TO THE CANTEEN DISCLOSURE DOCUMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases)

- that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise agreement and
- that consent to the transfer of the franchise will not be unreasonably withheld.

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 right 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.

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

Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Under Minn. Rule 2860.4400D, prohibits a franchisor from requiring a franchisee to assent to a general release.

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 services charges.

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.

~~Items 5 and 7 of the Disclosure Document is amended by adding the following sentence:~~

~~_____The State of Minnesota requires us to defer payment of initial franchise fees owed by franchisees to
_____the franchisor until the franchisee has started operating its business under the franchise agreement.~~