

Provision	Section in ADA	Summary
q. Non-competition covenants during the term of the agreement	Section 6.4	No involvement in a similar business or with a business granting franchises for similar businesses; subject to applicable state law. <u>Subject to applicable state law.</u>
r. Non-competition covenants after the agreement is terminated or expires	Section 9	For 2 years after termination or expiration of the ADA you will not have any interest in a similar business with the Development Area or within 10 miles of any existing Buona Business except under a Franchise Agreement with us. For 2 years, you will not divert customers to competitive businesses or employ any of our or our affiliates' employees, subject to applicable state law. <u>Subject to applicable state law.</u>
s. Modification of the Agreement	Section 13.4	No modifications unless in writing and signed.
t. Integration/merger clause	Section 13.4	Only the terms of the ADA are binding (subject to state law). Any representations or promises outside of the disclosure document may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 12	Except for certain claims, mandatory mediation before initiating an arbitration proceeding; subject to applicable state law.
v. Choice of forum	Section 12.4	Arbitration must be in the Chicago, Illinois metropolitan area. Litigation must be in any state court of general jurisdiction or a federal court in Illinois (subject to state law).
w. Choice of law	Section 12.4	Except for applicable federal law, Illinois law applies (subject to state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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**CHICAGO'S ORIGINAL ITALIAN BEEF FRANCHISING LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

The Chicago's Original Italian Beef Franchising LLC Franchise Disclosure Document for use in the State of Minnesota is modified in accordance with the following:

11. Item 5 of the Franchise Disclosure Document is amended by the addition of the following:

The State of Minnesota Department of Commerce's Securities Registration Division requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor completes its pre-opening obligations under the franchise agreement.

2. Item 6 of the Franchise Disclosure Document is amended by the following:

In no event will the then-current non-sufficient funds fee charged by Franchisor exceed the maximum fee allowed by Minnesota Statute Section 604.113, which is currently \$30.

23. Item 13 of the Franchise Disclosure Document on "Trademarks" is amended by the addition of the following language:

"In the event Franchisee's right to the use of any name, mark or commercial symbol licensed hereunder is the subject of any claim, suit or demand (a "threat"), Franchisor shall either defend Franchisee against the threat or indemnify Franchisee from any loss, costs or expenses arising therefrom, provided and on condition, Franchisee:

- A. delivers to Franchisor prompt written notice of the threat;
- B. grants Franchisor written authorization to take unrestricted control over the defense and settlement of the threat with counsel of its choice;
- C. did not cause or give rise to the threat due to a material failure to comply with Franchisor's previously communicated trademark usage requirements;
- D. cooperates promptly and fully with Franchisor in the defense, mitigation, and/or settlement of the threat; and
- E. does not jeopardize or compromise any right, defense, obligation or liability of Franchisor, by making any statement to, or entering into any agreement with, the threatening party which does not have the advance written consent of Franchisor, unless required by applicable law."

34. Item 17 of the Franchise Disclosure Document is amended by the addition of the following language:

"With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 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."

45. Item 17.c. and 17.m. of the Franchise Disclosure Document are amended by the addition of the following language:

"The execution of a general release upon renewal or transfer shall be inapplicable to claims arising under the Minnesota Franchises law."

"Minnesota Statutes, Section 80C.21 and Minn. Rule Part 2860.4400(J) 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 can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

6. Section 24.8 of the Franchise Agreement on Limitation of Claims is amended by the addition of the following language to the original language that appears therein:

"Notwithstanding the foregoing, any claim brought under the Minnesota Franchises Law shall not be barred unless an arbitration or legal proceeding is commenced within three (3) years after the cause of action accrues."

7. Section 24.7 of the Franchise Agreement on Specific Performance; Injunctive Relief is amended in part to provide that the court will determine if a bond will be posted.

8. Section 3.6 of the Franchise Agreement is amended in part by the addition of the following:

"In no event will the then-current non-sufficient funds fee charged by Franchisor exceed the maximum fee allowed by Minnesota Statute Section 604.113."

9. Section 16.9 on Monetary Fees for Non-Compliance and Section 24.11 on Liquidated Damages are each amended by the addition of the following language:

"These provisions are not enforceable under Minnesota law."

~~10.~~ Section 3.1 on the Initial Franchise Fee and Section 8.3 on On-Site Opening Assistance are amended by the addition of the following language to the original language that appears therein:

The State of Minnesota Department of Commerce's Securities Registration Division requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor completes its pre-opening obligations under the franchise agreement.

11. This Addendum does not act as a release or waiver by the franchisee of an otherwise applicable provision of the Minnesota Franchise Act that is omitted, misstated, or whose legal effect is misconstrued herein.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

FRANCHISOR:
CHICAGO'S ORIGINAL ITALIAN BEEF
FRANCHISING LLC
An Illinois limited liability company

FRANCHISEE:

By: _____
Title: _____

Franchisee

Date: _____

Date: _____

Franchisee

**CHICAGO'S ORIGINAL ITALIAN BEEF FRANCHISING LLC
ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF MINNESOTA**

This addendum to the Area Development Agreement is agreed to between Chicago's Original Italian Beef Franchising LLC (Franchisor) and _____ (Developer) to amend said Agreement as follows:

11. Section 2 of the Area Development Agreement on Fees is amended by the addition of the following language to the original language that appears therein:

"The State of Minnesota Department of Commerce's Securities Registration Division requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor completes its pre-opening obligations under the franchise agreement."

2. Section 7 of the Area Development Agreement on Default and Termination is amended by the addition of the following language to the original language that appears therein:

"Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 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. These provisions of Minnesota law are hereby incorporated by reference in this Agreement."

23. Section 9 of the Area Development Agreement on Post-Termination Covenants is amended by the addition of the following language to the original language that appears therein:

"These provisions may not be enforceable under Minnesota law."

34. Sections 12.6 of the Area Development Agreement on Governing Law/Consent to Jurisdiction and Section 12.4 of the Area Development Agreement on Scope of Arbitration are each amended by the addition of the following language to the original language that appears therein:

"Minnesota Statutes, Section 80C.21 and Minn. Rule Part 2860.4400(J) 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 can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

45. Section 12.9 of the Area Development Agreement on Limitation of Actions is amended by the addition of the following language to the original language that appears therein:

"Notwithstanding the foregoing, any claim brought under the Minnesota Franchises Law shall not be barred unless an arbitration or legal proceeding is commenced within three (3) years after the cause of action accrues."

56. Section 12.2 of the Area Development Agreement on Specific Performance; Injunctive Relief is amended in part to provide that the court will determine if a bond will be posted.

67. This Addendum does not act as a release or waiver by the franchisee of an otherwise applicable provision of the Minnesota Franchise Act that is omitted, misstated, or whose legal effect is misconstrued herein.