

**EXHIBIT J**

**AGREEMENT RIDERS FOR CERTAIN REGISTRATION STATES**

Initial \_\_\_\_\_

**MINNESOTA RIDER TO  
PILLAR TO POST INC. FRANCHISE AGREEMENT**

THIS RIDER is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PILLAR TO POST INC., a Delaware corporation (the "Franchisor") and \_\_\_\_\_, with its address at \_\_\_\_\_ (the "Franchisee"). In recognition of the Minnesota Franchise Act, the Franchise Agreement shall be modified as follows:

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_ (the "Franchise Agreement") that has been entered into concurrently with the entering of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider shall be of no force and effect unless the jurisdictional requirements of the Minnesota Franchise Act and any regulation thereunder are met independently without reference to this Rider.

2. Governing Law, Jurisdiction and Venue, and Choice of Forum. None of the provisions of Section 25 of the Franchise Agreement shall be deemed to be a waiver of your rights under the Minnesota Franchise Act.

- a. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or 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 law of the jurisdiction.
- b. With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Section 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; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Except as modified herein, all other terms and provisions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Franchisor and the Franchisee have executed this Agreement the day and year first above written.

Initial \_\_\_\_\_

**FRANCHISOR**

**Pillar To Post Inc.**

By: \_\_\_\_\_  
Corporate Officer

**FRANCHISEE**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Initial \_\_\_\_\_

**NORTH DAKOTA RIDER TO  
PILLAR TO POST INC. FRANCHISE AGREEMENT**

This Rider to the Franchise Agreement dated \_\_\_\_\_, 200\_\_ is made this  
\_\_\_\_ day of \_\_\_\_\_, 200\_\_, between PILLAR TO POST INC. and  
\_\_\_\_\_ to amend and revise said Franchise Agreement as  
follows:

(1) Item 17 of the Offering Circular and Section 2.2.6 of the Franchise Agreement are amended to delete the requirement that a franchisee sign a general release upon renewal of the franchise agreement.

(2) Sections 16.7, 16.8 and 25.6 of the Franchise Agreement are amended to provide that the prevailing party in any enforcement action is entitled to recover costs and expenses including attorney's fees.

(3) Sections 25.4 and 25.5 of the Franchise Agreement are amended to delete the waiver of trial by jury and the waiver of exemplary and punitive damages.

The franchisee fee shall be deposited in an Escrow Account pending satisfaction of our material pre-opening obligations to you.

To the extent this Rider shall be deemed to be inconsistent with any terms or conditions of said Franchise agreement or Exhibits or Attachments thereto, the terms of this Rider shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Rider, understands and consents to be bound by all of its terms, and agrees it shall become effective the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**FRANCHISOR**

**FRANCHISEE**

**Pillar To Post Inc.**

\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Initial \_\_\_\_\_

**SOUTH DAKOTA RIDER TO  
PILLAR TO POST INC. FRANCHISE AGREEMENT**

This Rider to the Franchise Agreement dated \_\_\_\_\_, 200\_\_ is made this  
\_\_\_\_ day of \_\_\_\_\_, 200\_\_, between PILLAR TO POST INC. and  
\_\_\_\_\_ to amend and revise said Franchise Agreement  
as follows:

(1) Item 17 of the Offering Circular and Section 17.3 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"Contracts in restraint of trade that take effect upon termination or expiration of a Franchise Agreement are generally unenforceable in South Dakota as set forth in SDCL 53-9-8, 53-9-9, 53-9-10, and 53-9-11."

(2) Item 17 of the Offering Circular and Section 25.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association."

(3) Item 17 of the Offering Circular and Section 25 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota, but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of the State of Florida."

(4) Section 4.4 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

"Every contract in which the amount of damage or compensation for breach of an obligation is determined in anticipation thereof is void to that extent except the parties may agree therein upon an amount presumed to be the damage for breach in cases where it would impractical or extremely difficult to fix actual damages. SDCL 53-9-5."

(5) The Franchise Agreement is amended as follows:

"Any provision in a franchise agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue, in a forum outside South Dakota is void with respect to any cause of action which is otherwise enforceable in the State of South Dakota."

Initial \_\_\_\_\_

To the extent this Rider shall be deemed to be inconsistent with any terms or conditions of said Franchise agreement or Exhibits or Attachments thereto, the terms of this Rider shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Rider, understands and consents to be bound by all of its terms, and agrees it shall become effective the \_\_\_ day of \_\_\_\_\_, 200\_\_.

**FRANCHISOR**

**FRANCHISEE**

**Pillar To Post Inc.**

\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Initial \_\_\_\_\_