

PRACTICES, OR ANY OTHER THEORY OF RECOVERY OF ANY KIND OR NATURE, IS TENANT, ASSIGNEE AND/OR, IF APPROPRIATE, THE SUBLESSEE AND ANY GUARANTOR.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

LANDLORD:

If an Individual:

Signature: _____
Printed Name: _____

If other than an Individual:

[INSERT ENTITY NAME]

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

TENANT:

If an Individual:

Signature: _____
Printed Name: _____

If other than an Individual:

[INSERT ENTITY NAME]

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

[Signatures Continue on Following Page]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

ASSIGNEE:

BONEHEAD'S SEAFOOD, INC.

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

Exhibit C

Personal Covenants

(See Attached)

PERSONAL COVENANTS

Each of the undersigned ("you") agrees that:

1. All capitalized terms used but not defined in this Personal Covenants shall have the meaning set forth in that certain Bonehead's Seafood, Inc. Market Development Agreement, dated as of the ____ day of _____, 200__ (the "Development Agreement"), by and between Bonehead's Seafood, Inc. ("Franchisor"), and _____ ("Developer").

2. You are a Bound Party.

3. As an inducement to Franchisor to enter into the Development Agreement, and in consideration of the direct and personal benefits you will derive from the Development Agreement, you agree that: (i) you have read and understand all the provisions of Sections 14.1, 14.2, 14.3 and 21.3 of the Development Agreement; (ii) you will be personally bound by all of the obligations and covenants of Developer contained in Sections 14.1, 14.2, 14.3 and 21.3 as if such obligations and covenants were made and given personally by you directly to Franchisor; and (iii) such obligations and covenants are fair and reasonable and will not deprive you of your livelihood.

4. If any sentence, clause, paragraph, or combination of any of them in Sections 14.1, 14.2, 14.3 or 21.3 of the Development Agreement is held by a court of competent jurisdiction to be unenforceable as applied to you, then such unenforceable sentence, clause, paragraph, or combination may be modified by such court to the extent necessary to render it enforceable, and if it cannot be so modified, it shall be severed and the remainder of Sections 14.1, 14.2, 14.3 and 21.3 shall remain in full force and effect.

5. These personal covenants shall be governed by the internal laws of the State of Georgia, unless the law of your jurisdiction applies as provided for in Section 21 of the Development Agreement.

The undersigned hereby execute and deliver this instrument effective as of the Effective Date of the Development Agreement.

Signature

Signature

Print Name

Print Name

Date: _____, 200__

Date: _____, 200__

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Signature

Print Name

Date: _____, 200____

Exhibit D

Developer Information

1. Developer's legal organization (circle one): (a) sole proprietorship; (b) partnership; (c) corporation; (d) limited liability company; or (e) other.
2. If Developer is not a sole proprietor, list of all its partners, members or shareholders or others holding any ownership interest in Developer:

	Name and address	% interest	Active in Operation of Business? (yes/no)
(a)	_____ _____ _____	_____	_____
(b)	_____ _____ _____	_____	_____
(c)	_____ _____ _____	_____	_____
(d)	_____ _____ _____	_____	_____

3. If Developer is not a sole proprietor, list all of its officers, directors, managers and/or general partners:

	<u>Name</u>	<u>Title</u>
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

[Signature Appears on Following Page]

The undersigned certifies that all information contained in this Exhibit D is accurate and complete, and agrees to notify Franchisor promptly (and in any case within 15 days) upon any change in the information required to be disclosed in this Exhibit D.

DEVELOPER:

If an Individual:

Signature: _____

Printed Name: _____

If other than an Individual:

[INSERT ENTITY NAME]

By: _____

Name: _____

Title: _____

Exhibit E

Guaranty Agreement

(See Attached)

GUARANTY AGREEMENT

In consideration of, and as an inducement to, the execution by Bonehead's Seafood, Inc. ("Franchisor") of that certain Bonehead's Seafood, Inc. Development Agreement, dated _____, 200__ (as the same from time to time may be amended or modified, the "Development Agreement"), by and between _____ ("Developer") and Franchisor, the undersigned, for the term of the Development Agreement, and thereafter until all obligations of Developer to Franchisor have been satisfied, jointly and severally, do hereby personally, absolutely, and unconditionally guarantee that Developer shall punctually pay and perform each and every undertaking, condition, and covenant set forth in the Development Agreement.

Each of the undersigned further waives acceptance and notice of acceptance of the foregoing obligations of Developer, notice of demand for payment of any indebtedness or for performance of any obligations hereby guaranteed, and any right the undersigned may have to require that an action be brought against Developer or any other person as a condition to the liability of the undersigned.

This Guaranty is a guarantee of payment and performance not merely one of collection. Each of the undersigned further consents and agrees that its liability under this Guaranty shall be direct and immediate and joint and several; that the undersigned shall render any payment or performance required under the Development Agreement upon demand if Developer fails or refuses punctually to do so; that such liability shall not be contingent or conditioned upon the pursuit of any remedies against Developer or any other person; and that such liability shall not be diminished, relieved or otherwise affected by the extension of time, credit or any other indulgence which Franchisor, its affiliates, successors or assigns may, from time to time, grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, or the release of any one or more of the undersigned hereunder, or the consent to assignment of the Development Agreement or any interest in Developer, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable throughout the term of the Development Agreement and any extension or renewal thereof and thereafter until all obligations of Developer to Franchisor have been satisfied.

Until all obligations of Developer to Franchisor have been satisfied, the obligations of the undersigned under this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way modified or affected by, any circumstance or condition (whether or not the undersigned shall have any knowledge or notice thereof), including, without limitation, any bankruptcy, insolvency, reorganization, composition, liquidation or similar proceeding, with respect to Developer or its properties or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding. Each of the undersigned specifically waives any rights that may be conferred upon the undersigned as a guarantor or surety under the applicable law of any state. The remedies provided herein shall be nonexclusive and cumulative of all other rights, powers and remedies provided under the Development Agreement or by law or in equity.

The undersigned hereby agree that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder, any term, covenant or condition of the Development Agreement may be amended, compromised, released or otherwise altered by Franchisor and the Developer and the undersigned do guarantee and promise to perform all of the obligations of the Developer under the Development Agreement as so amended, compromised, released or altered.

Upon notice from Franchisor that Developer has failed to pay monies due and owing to Franchisor under the Development Agreement, any and each of the undersigned agree to cure the monetary default within five business days from such notice.

Upon the death of an undersigned, the estate of such undersigned shall be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death. The obligations of the surviving undersigned shall continue in full force and effect.

The undersigned expressly acknowledge that the obligations hereunder survive the termination of the Development Agreement.

Franchisor's failure to enforce all or any portion of its rights under this Guaranty shall not constitute a waiver of its ability to do so at any point in the future.

No delay or failure of Franchisor in the exercise of any right, power, or remedy shall operate as a waiver thereof, and no partial exercise by Franchisor shall preclude any further exercise thereof or the exercise of any other right, power or remedy.

This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Georgia without recourse to Georgia (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guaranty would not be enforceable under the laws of Georgia, and if the business franchised under the Development Agreement is located outside of Georgia and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guaranty is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or other doctrine of law of the State of Georgia or any other state, which would not otherwise apply. Any litigation initiated under this Guaranty shall be instituted exclusively at Franchisor's discretion in the most immediate state judicial district and court encompassing Franchisor's headquarters and having subject matter jurisdiction thereof or the United States District Court encompassing Franchisor's headquarters. Each of the undersigned expressly agree that the undersigned is subject to the jurisdiction and venue of those courts for purposes of such litigation. Each of the undersigned hereby waive and covenant never to assert any claim that the undersigned is not subject to personal jurisdiction in those courts or that venue in those courts is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

If Franchisor chooses to proceed against the undersigned under this Guaranty, and Franchisor prevails, the undersigned shall reimburse Franchisor its costs and expenses associated with the proceeding, including its reasonable attorneys' fees, court costs and expenses.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed its signature this ____ day of _____, 200__.

Agreed:

BONEHEAD'S SEAFOOD, INC.

By: _____
Name: _____
Its: _____

GUARANTORS:

_____(SEAL)
Signature

Address: _____

Social Security No.: _____

_____(SEAL)
Signature

Address: _____

Social Security No.: _____

_____(SEAL)
Signature

Address: _____

Social Security No.: _____

_____(SEAL)
Signature

Address: _____

Social Security No.: _____

Exhibit F

State Specific Addenda

(See Attached)

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(California)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of California or a non-resident who will be operating a Boneheads franchise in the State of California pursuant to the California Franchise Investment Law §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, as follows:

1. If any of the provisions of the Agreement concerning termination are inconsistent with either the California Franchise Relations Act or with the federal bankruptcy law (11 U.S.C. §101, et seq.) (concerning termination of the Agreement on certain bankruptcy-related events), then such laws will apply.

2. The Agreement requires that it be governed by Georgia law. This requirement may be unenforceable under California law.

3. Developer must sign a general release if Developer transfers its franchise. California Corporations Code 31512 voids a waiver of Developer's rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of Developer's rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

4. The Agreement contains a covenant not to compete which extends beyond the termination of the Agreement. This provision may not be enforceable under California law.

5. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law and the California Franchise Relations Act applicable to the provision are met independently without reference to this Addendum.

6. Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

7. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Hawaii)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of Hawaii or a non-resident who will be operating a Boneheads franchise in the State of Hawaii pursuant to the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., as follows:

1. Section 13.3 of the Agreement contains a provision requiring a general release as a condition of transfer of the franchise. Such release will exclude claims arising under the Hawaii Franchise Investment Law.

2. Sections 12 and 13 of the Agreement as they relate to termination and transfer are only applicable if they are not inconsistent with the Hawaii Franchise Investment Law. Otherwise, the Hawaii Franchise Investment Law will control.

3. Section 12.2 of the Agreement permits Franchisor to terminate the Agreement on the bankruptcy of Developer. This Section may not be enforceable under federal bankruptcy law (11 U.S.C. §101, et seq.).

4. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum.

5. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Illinois)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of Illinois or a non-resident who will be operating a Boneheads franchise in the State of Illinois pursuant to the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 through 705/44, as follows:

1. Section 12 of the Agreement, under the heading "TERMINATION", shall be supplemented by the addition of the following Section, which shall be considered an integral part of the Agreement:

12.5 Other. If any of the provisions of this Section 12 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

2. Section 21.1 of the Agreement is amended to provide that in the event of a conflict of law, the Illinois Franchise Disclosure Law will prevail.

3. Illinois law prohibits a prospective general release of claims subject to the Illinois Franchise Disclosure Act of 1987.

4. The Illinois Franchise Disclosure Act will govern the Agreement with respect to Illinois licensees. The provisions of the Agreement concerning governing law, jurisdiction, and venue shall not constitute a waiver of any right conferred on Developer by the Illinois Franchise Disclosure Act. Consistent with the foregoing, any provision in the Agreement which designates jurisdiction and venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois.

5. Although Section 21.1 of the Agreement requires that it be governed by Georgia law, Franchisor agrees that Illinois law will govern the Agreement.

6. Although Section 21.1 of the Agreement requires that litigation permitted under Section 21.2 of the Agreement must be instituted in a court closest to Franchisor's principal executive office, Franchisor agrees that jurisdiction and venue for all litigation claims brought under Section 21.2 will be in the State of Illinois.

7. Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

8. Notwithstanding anything contained in Section 27 of the Agreement to the contrary, Developer acknowledges that it has had a copy of the Franchisor's franchise offering circular for not less than 14 calendar days.

9. Each provision of this Addendum shall be effective only to the extent, with respect to each such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum.

10. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____

Print Name: _____

Title: _____

DEVELOPER:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

By: _____

Name: _____

Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Indiana)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of Indiana or a non-resident who will be operating a Boneheads franchise in the State of Indiana pursuant to the Indiana Deceptive Franchise Practices Law, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, and the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 through 23-2-2.5-51, as follows:

1. The Agreement contains a covenant not to compete that extends beyond the termination of the Agreement. This provision may not be enforceable under Indiana law.

2. Section 13.3 of the Agreement contains a provision requiring a general release as a condition of transfer of the franchise. This provision is inapplicable under the Indiana Deceptive Franchise Practices Law, IC § 23-2-2.7-1(5).

3. Section 21.2 of the Agreement is amended to provide that arbitration between Developer and Franchisor will be conducted at a mutually agreed-on location.

4. Section 21.1 of the Agreement is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.

5. Nothing in the Agreement will abrogate or reduce any rights Developer has under Indiana law.

6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act are met independently without reference to this Addendum.

7. Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

8. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____

Print Name: _____

Title: _____

DEVELOPER:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

By: _____

Name: _____

Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Maryland)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of Maryland or a non-resident who will be operating a Boneheads franchise in the State of Maryland pursuant to the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, as follows:

1. The general release language required as a condition of sale and/or assignment or transfer shall apply except for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Under certain circumstances, the Agreement requires Developer to submit to a court proceeding in the State where Franchisor's principal executive office is located. These provisions may run contrary to the Maryland Franchise Registration and Disclosure Law. Therefore, nothing will preclude Developer from being able to enter into litigation with Franchisor in Maryland.

3. Any claims arising under the Maryland Franchisor Registration and Disclosure Law must be brought within three years after the grant of the franchise. Any limitation of claims provisions shall not act to reduce the three year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

4. Attached to this Addendum as Schedule 1 is the form of the general release that Developer and its owners will sign, as, and if, required by Section 13.4 of the Agreement.

5. No representation or acknowledgment by the Developer in the Agreement is intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

7. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____

Print Name: _____

Title: _____

DEVELOPER:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

By: _____

Name: _____

Title: _____

Schedule 1

General Release

(See Attached)

GENERAL RELEASE

This General Release is made effective this ____ day of _____, 20___. In consideration for the grant by Bonehead's Seafood, Inc., a Georgia corporation ("Boneheads"), to the undersigned of certain rights in connection with the operation of a Boneheads restaurant and/or the transfer or renewal thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally release, discharge, and acquit Boneheads, its past and present subsidiaries and affiliates, and its and their shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives, successors and assigns, from any and all liabilities, damages, claims, demands, costs, expenses, debts, indemnities, suits, disputes, controversies, actions and causes of action of any kind whatsoever, whether known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise relationship, development agreement, franchise agreement or any other agreement executed by any of the undersigned and Boneheads (or any subsidiary or affiliate of Boneheads), any Boneheads restaurant (whether currently or previously owned or operated by the undersigned or any of them), or any other prior or existing business relationship between any of the undersigned and Boneheads (or any subsidiary or affiliate of Boneheads), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Boneheads (or any of the aforementioned related parties) at any time up to the date of this General Release, including specifically, without limitation, claims arising from contract, written or oral communications, alleged misrepresentations, and acts of negligence, whether active or passive. This General Release shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Boneheads and any of the undersigned. This General Release is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws nor is it intended to relieve Boneheads or any other person, directly or indirectly, from liability imposed by the Maryland Franchise Registration and Disclosure Law. This General Release shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law provisions.

WITNESS:

By: _____
Name: _____
Title: _____

_____, Individually

_____, Individually

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Minnesota)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of Minnesota or a non-resident who will be operating a Boneheads franchise in the State of Minnesota pursuant to the Minnesota Franchise Law, Minn. Stat. §§ 80C.01 through 80C.22, as follows:

1. Section 13.4 of the Agreement contains a provision requiring a general release as a condition of transfer of the franchise. This release will exclude claims arising under the Minnesota Franchise Law.

2. Sections 12.2 and 12.3 of the Agreement are each amended to add 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 a franchisee be given 90 days notice of termination (with 60 days to cure).

3. Sections 21.1 and 21.2 of the Agreement are each amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation or arbitration to be conducted outside Minnesota. In addition, nothing in the Agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

4. Section 21.1 of the Agreement is amended to add the following:

Minn. Rule Part 2860.4400J prohibits Franchisor from requiring Developer to waive Developer's rights to a jury trial or waive Developer's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

5. Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

6. Each provision of this Agreement will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum to the Agreement.

7. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(New York)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of New York or a non-resident who will be operating a Boneheads franchise in the State of New York pursuant to the General Business Law of the State of New York, Article 33, Sections 680 through 695, as follows:

1. Notwithstanding any provision of the Agreement to the contrary, Franchisor will not make any assignment of the Agreement except to an assignee who, in Franchisor's good faith judgment, is willing and able to assume Franchisor's obligations under the Agreement.

2. Notwithstanding any provision of the Agreement to the contrary, all rights enjoyed by Developer and any causes of action arising in Developer's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

3. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the General Business Law of the State of New York are met independently without reference to this Addendum.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____

Print Name: _____

Title: _____

DEVELOPER:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

By: _____

Name: _____

Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(North Dakota)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of North Dakota or a non-resident who will be operating a Boneheads franchise in the State of North Dakota pursuant to the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, as follows:

1. The Agreement contains a covenant not to compete which extends beyond the termination of the Agreement. This provision may not be enforceable under North Dakota law.
2. Section 13.4 of the Agreement contains a provision requiring a general release as a condition of transfer of the franchise. This release is subject to and will exclude claims arising under the North Dakota Franchise Investment Law.
3. Although Section 21.2 of the Agreement provides that the place of arbitration will be held at the office of the American Arbitration Office closest to Franchisor's principal executive office, Franchisor agrees that the place of arbitration will be a location that is in close proximity to the site of Developer's business.
4. Section 21.1 of the Agreement requires that Developer consent to the jurisdiction of a court located in close proximity to Franchisor's principal executive office. This provision may not be enforceable under North Dakota law because North Dakota law precludes Developer from consenting to jurisdiction of any court outside of North Dakota.
5. Although Section 21.1 of the Agreement provides that the Agreement will be governed by and construed in accordance with the laws of the State of Georgia, Franchisor agrees that the laws of the State of North Dakota will govern the construction and interpretation of the Agreement.
6. To the extent any provision of the Agreement requires Developer to consent to a waiver of exemplary or punitive damages, the provision will be deemed null and void.
7. Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.
8. Notwithstanding anything contained in the Agreement to the contrary, each party shall bear its own costs and expenses in connection with any enforcement action brought by either party under the Agreement.
9. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

10. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____

Print Name: _____

Title: _____

DEVELOPER:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

By: _____

Name: _____

Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Rhode Island)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of Rhode Island or a non-resident who will be operating a Bonehead's franchise in the State of Rhode Island pursuant to the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, as follows:

1. Section 13 of the Agreement contains a provision requiring a general release as a condition of transfer of the franchise. Such release will exclude claims arising under the Rhode Island Franchise Investment Act.

2. The Agreement requires that it be governed by Georgia law. To the extent that such law conflicts with Rhode Island Franchise Investment Act, it is void under § 19-28.1-14.

3. Section 21.1 of the Agreement will be amended by the addition of the following, which will be considered an integral part of this Agreement:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

4. Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

5. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Rhode Island Franchise Investment Act are met independently without reference to this Addendum.

6. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(South Dakota)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of South Dakota or a non-resident who will be operating a Boneheads franchise in the State of South Dakota pursuant to the South Dakota Franchises for Brand-Name Goods and Services Law, S.D. Codified Laws §§ 37-5A-1 through 37-5A-87, as follows:

1. Although the Agreement requires all arbitration proceedings to be held at the American Arbitration Association office closest to Franchisor's principal executive office, the site of any arbitration started pursuant to the Agreement will be at a site mutually agreed upon by Franchisor and Developer.

2. Franchisor may not terminate the Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty or advertising payments unless Developer receives 30 days prior written notice from Franchisor and Developer is provided with an opportunity to cure the defaults.

3. Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the State of South Dakota.

4. The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Georgia.

5. Any provision in the Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchises for Brand-Name Goods and Services Law.

6. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

7. Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

8. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, are met independently without reference to this Addendum.

9. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

BONEHEAD'S SEAFOOD, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Washington)

The following Addendum modifies and supersedes the Bonehead's Seafood, Inc. Market Development Agreement (the "Agreement") with respect to Boneheads franchises offered or sold to either a resident of the State of Washington or a non-resident who will be operating a Boneheads franchise in the State of Washington pursuant to the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, as follows:

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the Agreement including the areas of termination of Developer's franchise. There may also be court decisions which may supersede the Agreement including the areas of termination of Developer's franchise.
2. If any of the provisions in the Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Washington Franchise Investment Protection Act will prevail over the inconsistent provisions of the Agreement with regard to any franchise sold in Washington.
3. The Securities Administrator has concluded that arbitration between a franchisor and franchisee must take place either in the State of Washington or as may be mutually agreed on by the parties or as may be determined by the arbitrator.
4. A release or waiver of rights executed by Developer will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where Developer is represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act, such as a right to jury trial, may not be enforceable.
5. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act will prevail.
6. Transfer fees are collectible to the extent that they reflect Franchisor's reasonable estimated or actual costs in effecting a transfer.
7. Franchisor and Developer agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.
8. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum.
9. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

FRANCHISOR:

BONEHEAD'S SEAFOOD, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____