

EXHIBIT B
MARKET DEVELOPMENT AGREEMENT

[SEE ATTACHED]

Multiple Restaurants _____
Single Restaurant _____

**MAMA FU'S NOODLE HOUSE, INC.
MARKET DEVELOPMENT AGREEMENT**

THIS MARKET DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of 200__ (the "Effective Date"), by and between MAMA FU'S NOODLE HOUSE, INC., a Georgia corporation with its principal office at 1935 Peachtree Road, Atlanta, Georgia 30309 ("Franchisor"), and _____, a _____ with (its principal office) (his/her residence) at _____ ("Developer"), who agree as follows:

RECITALS

Franchisor at a substantial expenditure of time, effort and money has established a system of developing, opening, operating and promoting fast casual restaurants offering fresh Pan-Asian noodle dishes, other food products and beverages and related restaurant services under the name "MAMA FU'S ASIAN HOUSE" ("Mama Fu's Restaurants" or "Restaurants") (the "Mama Fu's System"). Developer has applied to Franchisor for, and Franchisor desires to grant to Developer, the right to establish and operate a specified number of Mama Fu's Restaurants in accordance with a specified development schedule, all in accordance with the terms and conditions contained herein.

1. GRANT OF DEVELOPMENT RIGHTS

During the term of this Agreement, Franchisor hereby grants to Developer, subject to the terms and conditions contained herein, the right to establish and operate the number of Mama Fu's Restaurants set forth on the development schedule (the "Development Schedule") attached hereto as Exhibit A. Each Mama Fu's Restaurant to be established hereunder shall be located in the non-exclusive area described in Exhibit A (the "Area of Responsibility"). Within Franchisor's discretion, Franchisor may consider sites proposed by Developer outside the Area of Responsibility which will count toward the Development Schedule if approved by Franchisor. The operation of any Mama Fu's Restaurant established pursuant to this Agreement shall be governed by an individual Mama Fu's Noodle House, Inc. Franchise Agreement to be entered into between Franchisor and Developer in accordance with Section 10 below (each, a "Franchise Agreement").

2. TERRITORIAL PROTECTION AND RESERVATION OF RIGHTS

2.1. No Territorial Protection. Developer may establish the Restaurants required to be developed hereunder at any location within the Area of Responsibility provided that Franchisor, in its sole discretion, consents in writing to the location, the location is in a state where Franchisor is permitted to sell Mama Fu's franchises, and the location is not located in a territory in which any other Mama Fu's franchisee has exclusive rights or a right of first refusal. Developer acknowledges and agrees that by virtue of this Agreement and the Area of Responsibility, Developer does not have exclusive territorial rights, protected territory, or other

rights to exclude, control or impose conditions on the location or development of other or future Mama Fu's Restaurants or on Franchisor's activities, except as may be provided in an applicable Franchise Agreement.

2.2. Reservation of Rights. Franchisor retains the right, in its sole discretion, to:

(i) establish and operate, and grant to other franchisees or licensees the right to establish and operate, a Mama Fu's Restaurant or any other business using the name "MAMA FU'S ASIAN HOUSE" and all other trade names, trademarks, service marks, commercial symbols, logos, emblems, signs, slogans and insignia developed for use with the Mama Fu's System from time to time (collectively, the "Marks"), the Mama Fu's System or any variation of the Marks or the Mama Fu's System, in any location (including inside the Area of Responsibility) and on any terms and conditions that Franchisor deems appropriate;

(ii) develop, use and franchise anywhere the rights to any trade names, trademarks, service marks, commercial symbols, logos, emblems, signs, slogans, insignia, patents or copyrights not designated by Franchisor as Marks, for use with similar or different franchise systems for the sale of similar or different products or services than those constituting a part of the Mama Fu's System, without granting Developer any rights therein;

(iii) offer, ship, sell and provide products or services identified by the Marks or other trademarks, service marks, commercial symbols or emblems to customers located anywhere through any distribution channel or method, including grocery stores, convenience stores, the Internet (or any other existing or future form of electronic commerce), and delivery services within and outside the Area of Responsibility, irrespective of the proximity to any Restaurant established hereunder without compensation to Developer;

(iv) own, operate, franchise or license anywhere, even in close proximity to any Restaurants developed hereunder, restaurants of any other type whatsoever operating under marks other than the Marks; and

(v) engage in any other activity, action or undertaking that Franchisor is not expressly prohibited from taking under this Agreement.

3. **TERM**

Unless earlier terminated in accordance with the terms and conditions set forth herein, this Agreement shall commence as of the Effective Date and shall automatically expire, without any action on the part of either party being necessary, on the date after operations of the final Restaurant to be developed hereunder are required to commence as set forth on the Development Schedule.

4. **DEVELOPMENT FEE**

Upon the execution of this Agreement, Developer shall pay to Franchisor a development fee in an amount set forth on Exhibit A (the "Development Fee"). The Development Fee shall be paid in accordance with the payment schedule set forth on Exhibit A. Developer acknowledges and agrees that the Development Fee is paid as consideration for Franchisor granting Developer

the right to establish, open and operate the number of Mama Fu's Restaurants set forth on the Development Schedule, and that the Development Fee is fully earned by Franchisor at the time this Agreement is executed and shall not be refundable for any reason. The Development Fee shall equal the total of all initial franchise fees (the "Franchise Fees") due under each of the Franchise Agreements covering the cumulative number of Mama Fu's Restaurants to be developed hereunder. Provided that a Restaurant is established in accordance with the Development Schedule, that portion of the Development Fee applicable to the Franchise Fee due under the Franchise Agreement for such Restaurant shall be credited towards the payment of such Franchise Fee. In the event a Restaurant is not established in accordance with the Development Schedule, that portion of the Development Fee that would have otherwise been credited towards the payment of the Franchise Fee shall be forfeited and retained by Franchisor. If for any reason this Agreement terminates before all or a portion of the Development Fee has been applied to the Franchise Fees, Franchisor will retain the unapplied portion of the Development Fee to compensate itself for its time, effort and foregone opportunities.

5. FRANCHISE FEES

As long as Developer is in compliance with the Development Schedule, the amount of the Franchise Fee for each Restaurant to be established hereunder is set forth on Exhibit A. The Franchise Fee for each Restaurant is to be paid in addition to the Development Fee; provided, however, the Development Fee may be credited against Franchise Fees as provided for in Section 4 above. Each Franchise Fee associated with a Restaurant, to the extent any is due and owing, will be paid upon the execution and delivery of the Franchise Agreement covering such Restaurant.

6. DEVELOPMENT SCHEDULE

Developer must (i) establish and open the specified minimum number of Restaurants on or before each of the dates specified on the Development Schedule and (ii) maintain the specified minimum number of Restaurants in continuous operation as specified on the Development Schedule. Developer's failure to comply with the foregoing requirements shall constitute a default under this Agreement. Developer understands that time is of the essence with respect to its obligations to comply with the Development Schedule. Developer acknowledges and understands that this Agreement requires it to open Restaurants in the future pursuant to the Development Schedule. Developer further acknowledges and understands that the estimated investment requirement and fees and expenses set forth in Franchisor's franchise offering circular are subject to increase and change over time, and that future Restaurants developed hereunder will most likely require a greater initial investment and increased operating capital than those detailed in the franchise offering circular provided to Developer in connection with the execution of this Agreement.

7. SITE SELECTION AND ACCEPTANCE

7.1. Site Selection and Acceptance. Developer is responsible for locating proposed sites for the Mama Fu's Restaurants to be established hereunder. Franchisor, in its sole discretion, may counsel and offer advice to Developer with respect to such site selection; provided, however, in no event shall Franchisor be liable to Developer in connection with

providing advice or any such assistance. Upon Developer's selection of a proposed site for a Restaurant, Developer shall promptly submit to Franchisor such site, demographic and other data and information about the proposed site as reasonably requested by Franchisor, utilizing such forms as may be required by Franchisor, and a copy of any lease, sublease or purchase agreement to be entered into in connection with the acquisition of such site. Franchisor shall either accept or reject the proposed site utilizing its then-current site selection policies and procedures. As a condition to accepting a proposed site to be leased or subleased, Developer must execute, and cause the lessor and/or sublessor of the proposed site, to execute the Lease Addendum attached hereto as Exhibit B. In addition, Developer acknowledges and agrees that Franchisor's acceptance of a proposed site may be conditioned upon Developer meeting certain other requirements (including, without limitation, the negotiation of additional terms and conditions satisfactory to Franchisor to any lease, sublease or purchase agreement for the proposed site), and if Developer does not, or is unable to meet such requirements within a reasonable time, the site will be deemed rejected. Franchisor has the right to reject any proposed site should Developer be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between Developer and Franchisor. To be effective, any acceptance of a proposed site by Franchisor must be in writing. Developer acknowledges and agrees that Franchisor may reject any proposed site for any reason in its sole discretion, in which event, Developer may not develop a Restaurant at the rejected site, but must locate another proposed site for the Restaurant and submit it to Franchisor for acceptance in accordance with this Section 7.1.

7.2. Disclaimer. The acquisition in any manner of any proposed site, whether by option, purchase, lease or otherwise, prior to written acceptance by Franchisor shall be at the sole risk and responsibility of Developer and shall not obligate Franchisor in any way to accept such site or enter into a Franchise Agreement with Developer for the operation of a Mama Fu's Restaurant at such site. Developer understands and agrees that Franchisor's approval of a site (including any lease, sublease, or purchase agreement) for a Restaurant is not an assurance or a guarantee by Franchisor of the suitability of such site for a Mama Fu's Restaurant or the success of any particular Mama Fu's Restaurant established at such site. Developer acknowledges and agrees that the suitability of a site and the success of any Restaurant depends on many factors outside the control of either Franchisor or Developer (including, without limitation, such factors as interest rates, unemployment rates, demographic trends and the general economic climate) and further principally depends on Developer's efforts in the operation of the Restaurant. In no event shall Franchisor be liable to Developer in connection with providing any assistance or advice with respect to the selection of a site. In no event shall Franchisor be obligated to loan money, guarantee leases, subleases or purchase agreements, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development of any Restaurant; these activities and undertakings, financially and otherwise, shall be the exclusive responsibility of Developer.

8. CONSTRUCTION OF THE APPROVED SITE

Upon Franchisor's written acceptance of a proposed site in accordance with Section 7.1 above, Developer shall proceed promptly to enter into the approved lease, sublease or purchase agreement for the accepted site and obtain all necessary zoning, building and other governmental or regulatory approvals and permits required for the establishment of the Restaurant. Franchisor

shall provide Developer with a set of standard architectural plans and specifications for a prototype Mama Fu's Restaurant. Before commencing with the construction of the Mama Fu's Restaurant to be established at the approved site, Developer shall, at its expense, furnish to Franchisor for Franchisor's written approval a proposed preliminary site and construction plans and specifications (which plans and specifications shall have been adopted from the prototype plans provided by Franchisor) for the Mama Fu's Restaurant which, if accepted, shall not thereafter be modified, altered or changed without Franchisor's prior written consent. In addition, Developer shall furnish Franchisor with such information relating to the construction of the Restaurant and development of the site as Franchisor may from time to time request, which may include, without limitation, copies of all commitments and plans for construction and financing, the contact name, address and telephone number for any lenders and contractors, and a copy of any construction or financing agreements. Developer shall commence construction of the Mama Fu's Restaurant in accordance with the accepted site and construction plans and specifications as soon as possible and shall complete construction thereof, including the acquisition and installation of all equipment specified by Franchisor, and have the Restaurant ready to open for business within four months after Franchisor's execution of the Franchise Agreement for the Restaurant. Franchisor and its agents shall have the right to inspect the construction site at any reasonable time without prior notice. To the extent applicable, Developer agrees to give Franchisor written notice (i) at least 10 days prior to the pouring of the concrete slab for the Restaurant and (ii) immediately after completion of the electrical and mechanical rough-ins to enable Franchisor to inspect the construction site at such times. Developer shall correct, upon Franchisor's request and at Developer's expense, any deviation from any approved site or construction plans or specifications. Franchisor assumes no responsibility for the quality of any construction because of any inspections made by it or any reports or recommendations made as a result of such inspections.

9. COUNSELING AND ADVISORY SERVICES

During the term of this Agreement, Franchisor may, in its sole discretion, upon request of Developer, furnish counseling and advisory services to Developer with respect to the development, construction and operation of the Mama Fu's Restaurants to be established hereunder, including consultation and advice regarding the following: (i) parking and building layouts; (ii) traffic planning; (iii) construction and financing of the Restaurant and other improvements; (iv) equipment selection and layout; (v) employee selection and training; (vi) advertising and promotion; (vii) bookkeeping and accounting; and (viii) purchasing and inventory control. These counseling and advisory services shall occur at Developer's offices, via telephone or email. Franchisor shall provide such assistance at no expense to Developer; provided, however, Franchisor reserves the right, in its sole discretion, to charge Developer a reasonable fee for unusual, extensive or extraordinary assistance requested by Developer and/or require Developer to reimburse Franchisor for expenses incurred by it in connection with providing such counseling and advisory services. In no event shall Franchisor be liable to Developer in connection with providing or failing to provide such services.

10. FRANCHISE AGREEMENTS

Within 10 days after Franchisor approves the proposed site, Developer must (a) sign and deliver to Franchisor two copies of Franchisor's then-current Franchise Agreement for the

Restaurant, together with any ancillary agreements required by the then-current Franchise Agreement and (b) pay Franchisor the applicable Franchise Fee as required therein but consistent with Section 5 above. Once Franchisor has received the signed Franchise Agreement, the Franchise Fee and all ancillary items it requires in satisfactory form, Franchisor will countersign the Franchise Agreement and return one fully executed copy to Developer. Developer understands that any obligation or liability Developer incurs with respect to the proposed Restaurant or location before Franchisor has approved it in writing and sent Developer the countersigned Franchise Agreement is at Developer's sole risk, and will be Developer's sole responsibility. With respect to any Franchise Agreement executed in connection with this Agreement, Franchisor acknowledges and agrees that:

(i) the maximum amount of required advertising expenditures (expressed as a percentage of gross sales) under any Franchise Agreement shall not exceed the maximum amount of any required advertising expenditures required under the initial Franchise Agreement executed by Developer and Franchisor in connection herewith (the "Initial Franchise Agreement");

(ii) the initial term of each Franchise Agreement shall be 10 years with an option to renew for one additional 10 year period (upon satisfaction of the conditions for renewal set forth therein);

(iii) neither the distance nor the length of time of the post-termination covenant not to compete in any Franchise Agreement shall be increased from those set forth in the Initial Franchise Agreement;

(iv) the formula for determining the price to be paid by Franchisor for any of Developer's assets upon termination of any Franchise Agreement shall not be changed from that set forth in the Initial Franchise Agreement; and

(v) no material change in the termination provisions of a Franchise Agreement shall be made from those set forth in the Initial Franchise Agreement.

Developer shall comply with Franchisor's then-current franchising policies and procedures for execution of each Franchise Agreement. Franchisor shall be under no obligation to execute a Franchise Agreement unless Developer has complied in a timely manner with all of the terms and conditions of this Agreement and has satisfied all requirements set forth herein to the execution of the Franchise Agreement. In addition, Franchisor shall be under no obligation to execute a Franchise Agreement if Developer is in breach or default of any other Franchise Agreement, Market Development Agreement or any other agreement between Franchisor and Developer. If any Franchise Agreement contemplated by this Agreement is executed by Franchisor, it shall supersede this Agreement and govern the relationship between the parties hereto with respect to the Restaurant that is the subject matter of such Franchise Agreement.

11. NO RIGHT TO OPERATE OR USE TRADEMARKS

Developer acknowledges and agrees that (i) until a Franchise Agreement has been entered into for a specific Restaurant, Developer shall not have, nor be entitled to exercise, any of the rights, powers and privileges granted by the Franchise Agreement, including, without

limitation, the right to use the Marks or the Mama Fu's System; (ii) the execution of this Agreement shall not be deemed to grant any such rights, powers or privileges to Developer; and (iii) Developer may not under any circumstances commence operations of any Mama Fu's Restaurant prior to Franchisor's execution of a Franchise Agreement for that particular Restaurant.

12. TERMINATION

12.1. Termination by Developer. Developer may terminate this Agreement if Developer is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure such material breach within 90 days after written notice thereof is delivered to Franchisor. Notwithstanding the foregoing, if the breach is curable but is of a nature which cannot reasonably be cured within such 90 day period and Franchisor has commenced and is continuing to make good faith efforts to cure such breach, Franchisor shall be given an additional 60 day period to cure the same, and this Agreement shall not terminate. In the event of termination by Developer, all post-termination obligations of Developer described herein shall not be waived but shall be strictly adhered to by Developer.

12.2. Termination by Franchisor without a Cure Period. Franchisor may immediately terminate this Agreement upon written notice to Developer, without opportunity to cure, if:

(i) Developer files a petition under any bankruptcy or reorganization law, becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of its property;

(ii) Developer seeks to effect a plan of liquidation, reorganization, composition or arrangement of its affairs, whether or not the same shall be subsequently approved by a court of competent jurisdiction; it being understood that in no event shall this Agreement or any right or interest hereunder be deemed an asset in any insolvency, receivership, bankruptcy, composition, liquidation, arrangement or reorganization proceeding;

(iii) Developer has an involuntary proceeding filed against it under any bankruptcy, reorganization, or similar law and such proceeding is not dismissed within 60 days thereafter;

(iv) Developer makes a general assignment for the benefit of its creditors;

(v) Developer fails to pay when due any amount owed to Franchisor or its affiliates or subsidiaries, whether under this Agreement or not, and Developer does not correct such failure within 10 calendar days after written notice thereof is delivered to Developer;

(vi) Developer fails to pay when due any amount owed to any creditor, supplier or lessor of any Restaurant developed hereunder or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through appropriate proceedings) and Developer does not correct such failure within 10 calendar days after written notice is delivered thereof to Developer;

(vii) Developer fails to establish and open Restaurants in accordance with the

Development Schedule;

(viii) Developer fails to maintain in continuous operation the minimum cumulative number of Restaurants required by the Development Schedule to be in operation during the applicable time period;

(ix) Developer or any of Developer's owners are convicted of or plead no contest to a felony, a crime involving moral turpitude or any other crime or offense that is likely to adversely affect the reputation of the Mama Fu's System and the goodwill associated with the Marks;

(x) Developer makes a material misrepresentation to Franchisor at anytime before or after the Effective Date;

(xi) Developer makes an unauthorized Transfer of this Agreement, the franchise, any Restaurant, or an ownership interest in Developer;

(xii) Developer or any Bound Party (as defined below) breaches or fails to comply fully with Section 14 below;

(xiii) Developer fails to comply with any federal, state or local law or regulation applicable to the operation of the franchise;

(xiv) Developer is dissolved either voluntarily or involuntarily;

(xv) Developer commits a breach or default under any Franchise Agreement or any other agreement between Developer and Franchisor and the breach or default is not cured during the time period required under such Franchise Agreement or other agreement, regardless of whether Franchisor in fact terminates such Franchise Agreement or other agreement; or

(xvi) Developer has received at least three default notices from Franchisor within a 12 month period, even if such default is subject to a right to cure or is cured after notice is delivered to Developer.

12.3. Termination by Franchisor with a Cure Period. Franchisor shall have the right to terminate this Agreement upon 30 days written notice if Developer fails to comply with any other provisions of this Agreement and such failure remains uncured in Franchisor's sole discretion; provided, however, if the breach is curable but is of a nature which cannot reasonably be cured within such 30 day period and Developer has commenced and is continuing to make good faith efforts to cure such breach, Developer shall be given an additional 30 day period to cure the same, and this Agreement shall not terminate.

12.4. Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, any and all rights granted to Developer hereunder shall be extinguished immediately, and Developer shall not be relieved of any of its obligations, debts or liabilities hereunder. All rights and licenses granted to Developer hereunder to develop Restaurants shall revert to the Franchisor and the Franchisor shall have the right to develop, or license others to develop, Restaurants. Developer shall have no further rights to develop further

Restaurants and Developer shall immediately cease all use of the Marks, except as permitted under the terms of a fully executed Franchise Agreement, which is in effect at the time of the termination or expiration. With respect to such then-effect Franchise Agreements, Developer shall retain its interest as a franchisee thereunder, provided that Developer is not in default under such Franchise Agreements. Developer shall pay all sums due to Franchisor or its affiliates. Upon the termination or expiration of this Agreement, Developer shall also undertake the following: (i) strictly comply with the post-termination/post-expiration covenant not to compete set forth herein; and (ii) continue to abide by those restrictions pertaining to the use of Franchisor's confidential information and proprietary information as set forth herein. The expiration and termination of this Agreement will be without prejudice to the rights of the Franchisor against Developer and the expiration or termination will not relieve Developer of any of its obligations to Franchisor existing at the time of such expiration or termination, or terminate those obligations of the Developer which by their nature survive the expiration or termination of this Agreement.

13. ASSIGNMENT

13.1. Assignment by Franchisor. This Agreement may be unilaterally assigned by the Franchisor and shall inure to the benefit of its successors and assigns. Developer agrees and affirms that Franchisor may sell itself, its assets, the Marks and/or the Mama Fu's System to a third-party; may go public, may engage in private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. Developer further agrees and affirms that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Mama Fu's Restaurants operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which Developer acknowledges may be proximate to any of its Restaurants. With regard to any of the above sales, assignments and dispositions, Developer expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, the Marks (or any variation thereof) and the Mama Fu's System and/or the loss of association with or identification of Mama Fu's Noodle House, Inc. under this Agreement. If Franchisor assigns its rights in this Agreement, nothing in this Agreement shall be deemed to require Franchisor to remain in the Mama Fu's business or to offer or sell any products or services to Developer.

13.2. Assignment by Developer. Developer shall not subfranchise, sell, assign, transfer, merge, convey or encumber (each, a "Transfer") this Agreement or any of its rights or obligations hereunder, or suffer or permit any such Transfer of this Agreement or its rights or obligations hereunder to occur by operation of law or otherwise without the prior express written consent of Franchisor. In addition, if Developer is a corporation, limited liability company, partnership, business trust, or similar association or entity, the shareholders, members, partners, beneficiaries, investors or other equity holders, as the case may be, may not Transfer their equity interests in such corporation, limited liability company, partnership, business trust, or similar association or entity, without the prior written consent of Franchisor. Furthermore, in the event that any shareholder, member, partner, investor or other equity holder of Developer (the "Equity

Holder”) is a corporation, limited liability company, partnership, business trust, or similar association or entity, the interests of the shareholders, members, partners, beneficiaries, investors or other equity holders, as the case may be, in such Equity Holder, may not be Transferred, without the prior written consent of Franchisor. Notwithstanding anything to the contrary in this Agreement, Franchisor shall have the right to approve or disapprove a Transfer under this Section 13.2 in its sole discretion. Any Transfer in violation of this Section shall be void and of no force and effect.

13.3. Death or Disability of Developer. Upon Developer’s death or Disability (as such term is hereinafter defined), this Agreement or the ownership interest of any deceased or disabled shareholder, partner, member or other equity holder of the Developer or an Equity Holder must be Transferred to a party approved by Franchisor. Any Transfer, including, without limitation, transfers by devise or inheritance or trust provisions, shall be subject to the same conditions for Transfers set forth in Section 13.4 below. Franchisor shall not unreasonably withhold its consent to the Transfer of this Agreement or any ownership interest to the deceased or disabled Developer’s or Equity Holder’s spouse, heirs or members of his or her immediate family, provided all requirements of Section 13.4 have been complied with (except payment of the transfer fee, which shall not apply to such Transfers). A “Disability” shall have occurred with respect to Developer if Developer, or, if Developer is a corporation, partnership or limited liability company, its controlling shareholder, partner, member or other equity holder, is unable to actively participate in its activities as Developer hereunder for any reason for a continuous period of six months. As used in this Section 13.3, “Developer” may include a disabled or deceased controlling shareholder, partner or member where the context so requires.

13.4. Approval of Assignment. Franchisor’s approval of any Transfer is, in all cases, contingent upon the following:

(i) the purchaser and/or the controlling persons of the purchaser having a satisfactory credit rating, being of good moral character, having business qualifications satisfactory to Franchisor, and being willing to enter into an agreement in writing to assume and perform all of Developer’s duties and obligations hereunder and/or enter into a new Market Development Agreement for the Area of Responsibility, if so requested by Franchisor, and agreeing to enter into any and all agreements with Franchisor that are being required of all new market developers, including a guaranty agreement and any other agreement which may require payment of different or increased fees from those paid under this Agreement;

(ii) the terms and conditions of the proposed transfer (including, without limitation, the purchase price) being satisfactory to Franchisor;

(iii) all monetary obligations (whether hereunder or not) of Developer to Franchisor or Franchisor’s affiliates or subsidiaries being paid in full;

(iv) Developer not being in default hereunder or any other agreement between Developer and Franchisor, including any Franchise Agreement;

(v) Developer and its owners executing a general release of any and all claims against Franchisor and its affiliates, subsidiaries, members, managers, officers, directors, employees and agents, in a form satisfactory to Franchisor;

(vi) Developer paying to Franchisor a transfer fee of \$5,000 plus reimbursement for all legal, training and other expenses incurred by Franchisor in connection with the Transfer;

(vii) Developer first offering to sell such interest to Franchisor pursuant to Section 15 of this Agreement and the same having been declined in the manner therein set forth; and

(viii) the Marks not being used in any advertising for any Transfer prohibited by Sections 13.2 and 13.3 hereof.

13.5. Removal of General Partner. If Developer is a limited partnership, Developer may not remove or appoint, or permit the limited partners to remove or appoint, a new or successor general partner without the prior written consent of Franchisor (even if such appointment is due to the resignation, death or disability of the General Partner).

14. RESTRICTIVE COVENANTS

14.1. Covenants Not to Compete.

(i) Non-Competition during Term. In addition to and not in limitation of any other restrictions on Developer contained herein, Developer and Developer's spouse, and, if Developer is not an individual, its shareholders, members, partners and managers, as applicable, and their spouses (each, a "Bound Party"), agree that they will not, during the term of this Agreement, directly or indirectly, for and on behalf of itself, himself, herself or any other person or entity, (a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business (as defined below), regardless of location or (b) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business, regardless of location.

(ii) Post-Term Non-Competition. In addition to and not in limitation of any other restrictions on Developer contained herein, Developer and the Bound Parties agree that they will not, for one year following the effective date of termination or expiration of this Agreement for any reason, or following the date of a Transfer by Developer, directly or indirectly, for and on behalf of itself, himself, herself or any other person or entity, (a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business or (b) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business which, in either case, is located or operating within a three mile radius of any Mama Fu's Restaurant.

(iii) General. For purposes of this Agreement, the term "Competitive Business" means any business operating, or granting franchises or licenses to others to operate, a restaurant or other food service business engaged in the retail or wholesale production or sale of Pan-Asian food products, menu items or any other main course menu items Franchisor

authorizes for sale at Mama Fu's Restaurants (other than another Mama Fu's Restaurant operated by Developer under license from Franchisor). Neither Developer nor the other Bound Parties will be prohibited from owning securities in a Competitive Business if they are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of the number of shares of that class of securities which are issued and outstanding. The parties acknowledge that the covenants contained in Section 14.1 are based on the reason and understanding that Developer and the Bound Parties will possess knowledge of Franchisor's business and operating methods and confidential information, disclosure and use of which would prejudice the interest of Franchisor and its franchisees. Developer further understands and acknowledges the difficulty of ascertaining monetary damages and the irreparable harm that would result from breach of these covenants. If any part of this restriction is found to be unreasonable in time or distance, such time or distance may be reduced by appropriate order of the court to that deemed reasonable. Franchisor shall, as a matter of course, receive injunctive relief to enforce such covenants in addition to any other relief to which it may be entitled at law or in equity. Franchisor shall receive such injunctive relief without the necessity of posting bond or other security, such bond or other security being hereby waived.

14.2. Non-Solicitation of Employees. Developer and the Bound Parties agree that while this Agreement is in effect and for one year after expiration or termination of this Agreement for any reason, or following the date of a Transfer by Developer, they will not, directly or indirectly, solicit or attempt to solicit, or otherwise interfere with or disrupt the employment relationship between Franchisor and any of its employees or between any other Mama Fu's franchisee and its employees.

14.3. Trade Secrets and Confidential Information.

(i) Developer acknowledges and agrees that in connection with the operation of Mama Fu's Restaurants and the Mama Fu's System, Franchisor has developed at a great expense competitively sensitive proprietary and confidential information which are not commonly known by or available to the public. This proprietary and confidential information does not include any information that (a) is commonly known by or available to the public; (b) has been voluntarily disclosed to the public by Franchisor; (c) been independently developed or lawfully obtained by Developer; or (d) has otherwise entered the public domain through lawful means. All information which comprises the Mama Fu's System including the information and data contained in any of Franchisor's operations manuals will be presumed to be confidential information of Franchisor.

(ii) Developer and each Bound Party agree that while this Agreement remains in effect such party will not, directly or indirectly, disclose or publish to any party, or copy or use for such party's own benefit, or for the benefit of any other party, any of Franchisor's proprietary or confidential information, except as required to carry out Developer's obligations under this Agreement or as Franchisor has otherwise expressly approved in writing. All proprietary and confidential information of Franchisor is the sole and exclusive property of Franchisor. Developer and each Bound Party agree that the restriction contained in the preceding sentence will remain in effect with respect to the confidential information for five years following termination or expiration of this Agreement for any reason; provided, however, if the confidential information rises to the level of a trade secret, then such restriction shall remain in

effect until such time as the information does not constitute a trade secret. Developer also agrees that it and all of its employees and agents will take appropriate steps to protect Franchisor's confidential information from any unauthorized disclosure, copying or use. At any time upon Franchisor's request, and in any event upon termination or expiration of this Agreement, Developer will immediately return any copies of documents where there are materials containing confidential information and will take appropriate steps to permanently delete and render unusable any confidential information stored electronically.

14.4. Personal Covenants of Certain Bound Parties. As a condition to the effectiveness of this Agreement, and at the time Developer delivers this signed Agreement to Franchisor, each Bound Party of Developer must sign and deliver to Franchisor the Personal Covenants attached hereto as Exhibit C (the "Personal Covenants"), agreeing to be bound personally by all the provisions of Sections 14.1, 14.2 and 14.3 hereof. If there are any changes in the identity of any such Bound Party while this Agreement is in effect, Developer must notify Franchisor promptly and make sure the new Bound Party signs and delivers to Franchisor the Personal Covenants.

14.5. Agreements by Other Third Parties. As a condition to Franchisor's execution of this Agreement, Developer, if requested by Franchisor, shall cause each of its management and supervisory employees and other employees to whom disclosures of confidential information are made to execute a noncompetition, nonsolicitation and/or nondisclosure agreement in the form(s) prescribed by Franchisor from time to time.

15. RIGHT OF FIRST REFUSAL

If during the term of this Agreement, Developer shall receive a bona fide offer from a prospective purchaser for any interest in Developer or any Restaurants (whether by sale of assets, sale of equity interest, merger, consolidation or otherwise), it shall offer the same to Franchisor in writing at the same price and on the same terms or the monetary equivalent; which offer Franchisor may accept at any time within 30 days after receipt thereof. If the parties cannot agree on a reasonable monetary equivalent, an independent appraiser designated by Franchisor shall determine the monetary equivalent and the appraiser's determination will be final. If Franchisor declines, or does not within such 30 day period accept, such offer, then Developer may make such Transfer to such purchaser (provided Franchisor approves of such purchaser in accordance with Section 13.2 and subject to compliance with Section 13.4), but not at a lower price nor on more favorable terms than have been offered to Franchisor. If Developer fails to complete such Transfer within 90 days following the refusal or failure to act by Franchisor, then Developer may not complete such Transfer without first offering the same to Franchisor again as provided above. The parties recognize that the terms of this Section 15 do not apply to a sale and subsequent leaseback of any site of any Restaurant or any furnishings or equipment used thereon, or any other Transfer of the site of any Restaurant or the furnishings or equipment thereon in connection with any bona fide financing plan. In no event shall Developer or any Equity Holder offer any interest in this Agreement or in Developer or any Equity Holder for Transfer at public auction, nor at any time shall an offer be made to the public to Transfer this Agreement or any interest in Developer or any Equity Holder, through the medium of advertisement, either in the newspapers or otherwise, without having first obtained the written consent of Franchisor to such advertisement or publication.

16. OWNERSHIP OF DEVELOPER

Attached hereto as Exhibit D is a description of the legal organization of Developer (whether a corporation, limited, liability company, partnership or otherwise), the names and addresses of each person or entity owning a 10% or greater interest in Developer (the "Principal Owners") and the percentage of such interest owned by such person or entity. Developer agrees to notify Franchisor in writing whenever there is any change in the organizational structure or ownership interest of Developer as set forth on Exhibit D. Franchisor may require each Principal Owner to execute the Guaranty Agreement attached hereto as Exhibit E.

17. SUCCESSORS AND THIRD PARTY BENEFICIARIES

This Agreement and the covenants, restrictions and limitations contained herein shall be binding upon and shall inure to the benefit of Franchisor and its successors and assigns and shall be binding upon and shall inure to the benefit of Developer and its permitted heirs, successors and assigns. Nothing in this Agreement is intended, nor is deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. This Agreement is, however, intended to bind the Bound Parties to the extent set forth in this Agreement.

18. CONSTRUCTION

All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, and any other gender, as the context or sense of this Agreement or any provision hereof may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Developer shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Developer, if more than one person is so named. Except where this Agreement expressly obligates Franchisor not to unreasonably withhold its approval of any of Developer's actions or requests, Franchisor has the absolute right, in its sole and arbitrary discretion, to refuse any request Developer makes or to withhold its approval of any of Developer's proposed or effected actions that require Franchisor's approval.

19. INTERPRETATION AND HEADINGS

The parties agree that this Agreement should be interpreted according to its fair meaning. Developer waives to the fullest extent possible the application of any rule which would construe ambiguous language against Franchisor as the drafter of this Agreement. The words "include," "includes" and "including" when used in this Agreement will be interpreted as if they were followed by the words "without limitation". References to section numbers and headings will refer to sections of this Agreement unless the context indicates otherwise. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

20. NOTICES

Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally, by certified, express or registered mail, or by an overnight delivery service (e.g., Federal or Airborne Express), postage prepaid, addressed to the party to be notified at the respective address first above written, or at such other address or addresses as the parties may from time to time designate in writing. Notices shall be deemed delivered on the date shown on the return receipt or in the delivery service's records as the date of delivery or on the date of first attempted delivery, if actual delivery cannot for any reason be made.

21. GOVERNING LAW AND ENFORCEMENT

21.1. Governing Law. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.). Except to the extent provided by the Federal Arbitration Act as required hereby, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.) or other applicable federal law, the terms of this Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions; provided, however, that the law of the state of Developer's principal place of business shall apply to the construction and enforcement of the obligations set forth in Sections 14.1 and 14.2 hereof, without regard to its conflicts of laws. For actions that are not subject to mandatory arbitration under Section 21.2, the Developer hereby submits and irrevocably consents to the exclusive jurisdiction of the Federal and state courts for the district where Franchisor's principal executive office is located on the date of filing of the action and agrees not to raise, and hereby irrevocably waives, to the fullest extent permitted by law, any objection based upon *forum non conveniens* or any other objection it may now have or hereafter have to such jurisdiction or venue. Further, nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause irreparable harm, under the usual equity rules including the applicable rules for obtaining specific performance, restraining orders and preliminary injunctions.

21.2. Arbitration. Except to the extent Franchisor seeks injunctive or other equitable relief to enforce provisions of this Agreement, and except for controversies, claims or disputes based on Developer's failure to pay any fees due hereunder when due; Developer's violation of any health or safety law; or Developer's use of the Marks, all controversies, claims or disputes between Franchisor and Developer arising out of or relating to (i) this Agreement or any other agreement between Franchisor and Developer, (ii) the relationship between Developer and Franchisor, or (iii) the validity of this Agreement or any other agreement between Franchisor and Developer shall be determined by arbitration with the American Arbitration Association ("AAA") at the office of the AAA closest to Franchisor's principal executive office on the date of submission of the matter to the AAA. Such arbitration shall be conducted before three arbitrators (unless the parties agree to one arbitrator) chosen as follows: Franchisor and Developer shall each select one arbitrator. These two arbitrators shall mutually agree on one other arbitrator to act as the third arbitrator. The decision of the arbitrators shall be final and binding upon all parties concerned. Such decision shall be rendered within 30 days of the close of the arbitration hearing record. The arbitration proceeding shall be conducted at the office of the AAA closest to Franchisor's principal executive office on the date of submission of the

matter to the AAA. In any arbitration proceeding, Franchisor and Developer agree that each must submit or file any claim which would constitute a compulsory counterclaim within the same proceeding as the claim to which it relates. Any claim not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party. The arbitration will be conducted on an individual, not a class-wide basis, and the arbitration proceeding may not be consolidated with any other arbitration proceeding between Franchisor and any other person. The Federal Rules of Civil Procedure, as they relate to pretrial discovery, and the Federal Rules of Evidence shall apply to the arbitration. In all other respects, the rules of the AAA and the United States Arbitration Act shall control. Judgment upon the award rendered by the arbitration may be entered in any court having competent jurisdiction thereof.

21.3. Damages and Timing of Claims. The parties agree that neither party shall have the right to receive or collect punitive or exemplary damages from the other party. Any and all claims and actions arising out of or relating to this Agreement, the relationship between Developer and Franchisor, or the operation of the franchise and the Restaurant brought by any party to this Agreement against another party to this Agreement, shall be commenced within one year from the discovery of the facts giving rise to any such claim or action, or such claim or action shall be barred; provided, however, that this time limitation shall not apply to any unperformed financial obligation of Developer to Franchisor. The parties understand that such time limit may be shorter than otherwise allowed by law. Developer and the Bound Parties agree that their sole recourse for claims arising between the parties shall be against Franchisor and its successors and assigns. Developer and the Bound Parties agree that the owners, directors, officers, employees and agents of Franchisor and its affiliates shall not be personally liable nor named as a party in any action between Franchisor and Developer and any Bound Party.

22. COSTS AND ATTORNEYS' FEES

If Franchisor incurs any expenses in connection with Developer's failure to pay any amounts it owes when due or otherwise to comply with this Agreement, Developer agrees to reimburse Franchisor for any of the costs and expenses which Franchisor incurs, including, without limitation, reasonable accounting, attorneys', arbitrators' and related fees.

23. WAIVER

No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Developer shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or a different kind; nor shall any delay or omission of Franchisor to exercise any right arising from any such default affect or impair Franchisor's rights as to such default or any future default.

24. SEVERABILITY

If any term, restriction or covenant of this Agreement is deemed invalid or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed invalid

or unenforceable, the application of such terms, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

25. RELATIONSHIP OF THE PARTIES

It is the express intention of the parties hereto that Developer is and shall be an independent contractor under this Agreement, and no partnership, joint venture, fiduciary relationship or other special relationship shall exist between Developer and Franchisor. This Agreement does not constitute Developer as the agent, legal representative or employee of Franchisor for any purpose whatsoever, and Developer is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, Franchisor or in any way to bind Franchisor. Developer agrees not to incur or contract for any debt or obligation on behalf of the Franchisor, or commit any act, make any representation or advertise in any manner which may adversely affect any right of Franchisor, or be detrimental to the good name and reputation of Franchisor or any other developers of Franchisor.

26. DELEGATION BY FRANCHISOR

Franchisor shall have the right to delegate performance of any or all of its obligations and duties hereunder. Developer hereby agrees to such delegation.

27. REVIEW OF AGREEMENT

Developer acknowledges that it has had a copy of the Franchisor's franchise offering circular for not less than 10 business days and this Agreement in final complete form in its possession for not less than five business days. Developer has had the opportunity to have this Agreement and the business offered hereunder reviewed by professionals of Developer's choosing prior to executing this Agreement.

28. NO RIGHT OF SET OFF

Developer agrees that it will not set off or withhold payment of any amounts it owes Franchisor on the grounds of Franchisor's alleged nonperformance of any of Franchisor's obligations under this Agreement or for any other reason. Developer agrees that all such claims will, if not otherwise resolved, be submitted to arbitration as provided in Section 21.2.

29. CUMULATIVE RIGHTS

The rights granted hereunder are cumulative, and no exercise or enforcement by either party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy to which either Franchisor or Developer are entitled.

30. ENTIRE AGREEMENT

This Agreement and any addendum, schedule or exhibit attached hereto contains the entire agreement between the parties hereto relating to the development of the Restaurants and the franchised business and no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, have been made or relied upon by the parties other

than those set forth herein. No agreement altering, changing, waiving or modifying any of the terms and conditions of this Agreement shall be binding upon either party unless and until the same is made in writing and executed by all interested parties. This Agreement may not be amended or supplemented by a course of conduct.

31. COUNTERPARTS

This Agreement may be signed in multiple counterpart copies, each of which will be deemed an original.

32. DEVELOPER'S ACKNOWLEDGMENTS

Developer assumes sole responsibility for the operation of the business franchised hereunder and acknowledges that, while Franchisor may furnish advice and assistance to Developer from time to time during the term of this Agreement, Franchisor has no legal or other obligation to do so except as specifically set forth herein. In addition, Developer acknowledges that Franchisor does not guarantee the success or profitability of the business franchised hereunder in any manner whatsoever and shall not be liable therefor; in particular Developer understands and acknowledges that the success and profitability of the business franchised hereunder depend on many factors outside the control of either Franchisor or Developer (such as interest rates, unemployment rates, demographic trends and the general economic climate) and there are significant risks in any business venture, but principally depend on Developer's efforts in the operation of the business and the primary factor in Developer's success or failure in the business franchised hereunder will be Developer's own efforts. IN ADDITION, DEVELOPER ACKNOWLEDGES AND AGREES THAT FRANCHISOR AND ITS REPRESENTATIVES HAVE MADE NO REPRESENTATIONS OR WARRANTIES TO DEVELOPER OTHER THAN OR INCONSISTENT WITH THE MATTERS SET FORTH IN THIS AGREEMENT, AND THAT DEVELOPER HAS UNDERTAKEN THIS VENTURE SOLELY IN RELIANCE UPON THE MATTERS SET FORTH HEREIN AND DEVELOPER'S OWN INDEPENDENT INVESTIGATION OF THE MERITS OF THIS VENTURE.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Printed Name: _____

If other than an Individual:

[INSERT ENTITY NAME]

By: _____
Name: _____
Title: _____

Exhibit A

Area of Responsibility, Development Schedule, Development Fee and Payment Schedule

The Area of Responsibility Per Section I: _____

Development Schedule: Developer agrees to have open and operating at least the following minimum, cumulative number of Restaurants by the date specified:

Cumulative Number of Restaurants to be Developed	Last Date to Establish and Open the Restaurant	Franchise Fee
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Total Development Fee Per Section 4: \$ _____

Development Fee Payment Schedule:

Number of Restaurants to be Developed	Payment Schedule
1	Total Development Fee is due upon the execution of the Market Development Agreement.
2 or more	One-half of Total Development Fee is due upon the execution of the Market Development Agreement and the other half is due no later than 120 days after the Effective Date of the Market Development Agreement.

Exhibit B

Lease Addendum

(See Attached)

LEASE ADDENDUM

THIS LEASE ADDENDUM (this "Addendum") is made and entered into as of the _____ day of _____, 200__, by and among _____ ("Landlord"), _____ ("Tenant"), and MAMA FU'S NOODLE HOUSE, INC., a Georgia corporation ("Assignee").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain _____, dated _____, 200__ (the "Lease"), for the premises located at _____ (the "Premises"); and

WHEREAS, Tenant and Assignee are or will be parties to a Mama Fu's Noodle House, Inc. Franchise Agreement (the "Franchise Agreement"), pursuant to which Assignee granted or will grant Tenant a license to operate a Mama Fu's restaurant (the "Restaurant") at the Premises; and

WHEREAS, Landlord, Tenant and Assignee, desire to provide Assignee the opportunity to preserve the Premises as a Restaurant, and to assure Landlord that, if Assignee exercises the option herein contained, any defaults of Tenant under the Lease will be cured by Assignee before it takes possession of the Premises; and

WHEREAS, Tenant and Landlord desire to amend the Lease for the mutual benefit of both parties, as more specifically set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and representations contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of Premises. During the term of the Franchise Agreement, the Premises may only be used for the operation of the Restaurant. Tenant shall be permitted to use all equipment typical of other Restaurants, and shall be permitted to sell all authorized Restaurant products as required by Assignee. Landlord hereby consents to the installation by Tenant of such designs, interior decorations and trade fixtures as are customary in connection with the operation of a Restaurant, provided the same are permitted by law.

2. Renovations. Tenant may make all non-structural, cosmetic renovations under \$10,000.00 without Landlord's consent. Landlord agrees not to unreasonably withhold or delay its consent to any other alteration or renovation.

3. Collateral Assignment. Upon the execution hereof, Landlord, Tenant and Assignee shall enter in to the Collateral Lease Assignment Agreement (the "Assignment") attached hereto as Schedule A and incorporated herein by this reference. This Assignment is for collateral purposes only and, except as specified therein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with the Assignment or the Lease unless Assignee takes possession of the Premises pursuant to the terms of the Assignment

and assumes the obligations of Tenant under the Lease, it being the intent of the parties that Assignee may, but is not required to take possession of the Premises.

4. Renewal of Lease. Throughout the term of the Franchise Agreement and any renewals thereto, Tenant agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Tenant to so elect to extend or renew the Lease as aforesaid, Tenant hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Tenant for the purpose of effecting such extension or renewal; provided, however, that Assignee shall have no obligation to renew the lease, or liability for renewing or failing to renew the Lease except as may provided for in the Assignment.

5. No Further Modification of Lease. Except as otherwise provided for in this Addendum, Tenant and Landlord agree that neither party shall renew or extend the term of the Lease or make any other modifications or alterations to the Lease without the prior written consent of Assignee.

6. Entry into Premises. Tenant and Landlord agree that Assignee shall have the right to enter the Premises to make any reasonable modifications or alterations necessary to protect Assignee's interest in the Restaurant and proprietary marks or to cure any default under the Franchise Agreement or under the Lease, and Tenant and Landlord agree that Assignee shall not be liable for trespass or any other crime or tort.

7. Interference. Notwithstanding the provisions of any part of the Lease, Landlord shall not: (i) interfere with the visibility, ingress or egress of the Premises; (ii) disrupt Tenant's business; (iii) reduce the usable area of the Premises; (iv) reduce the number of parking spaces that currently exist for the Premises; or (v) expose any pipes, conduits, utility lines or wires on the Premises.

8. Force Majeure. Landlord and Tenant shall be excused for the period of delay in the performance of any of their respective obligations hereunder or under the Lease, excepting monetary obligations, and shall not be considered in default, when prevented from so performing due to a labor strike, riot, war, fire, flood or other casualty, or Acts of God so extensive as to prevent Tenant from conducting business or preventing Tenant or Landlord from complying with their obligations hereunder or under the Lease.

9. Landlord Indemnity. Except for the act, omission or negligence of Tenant or its agents, Landlord shall indemnify and hold harmless Tenant, its shareholders, officers, directors, members, agents, contractors, employees, and invitees (the "Tenant Indemnitees"), from and against any and all claims arising from Landlord's use or ownership of the Premises, or from activity, work or things done permitted or suffered by Landlord in or about the common areas of the Premises and shall further indemnify and hold harmless the Tenant Indemnitees from and against any an all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of the Lease, or arising from any act, omission or negligence of the Landlord, or any of Landlord's agents, contractors, or employees,

and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case of action or proceeding be brought against Tenant by reason of any such claim, Landlord, upon written notice from Tenant, shall defend the same at Landlord's expense.

10. Notices. Notwithstanding anything contained in the Lease to the contrary, all notices and demands required to be delivered hereunder will be deemed so delivered (i) at the time delivered, if delivered by hand; (ii) one business day after being placed on the hands of a commercial courier service for next business day delivery; or (iii) three business days after placement in the United States Mail by registered or certified mail, return receipt request, postage prepaid and must be addressed to the party to be notified at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Tenant, the notice shall be addressed to:

Attention: _____

If directed to Landlord, the notice shall be addressed to:

Attention: _____

If directed to Assignee, the notice shall be addressed to:

1935 Peachtree Road
Atlanta, Georgia 30309
Attention: President

11. Third Party Beneficiary. Landlord and Tenant each agree that Assignee is an express third party beneficiary of this Addendum, and that Assignee may enforce its rights as third party beneficiary hereunder against Landlord and Tenant.

12. Full Force and Effect. Except as otherwise provided for herein, the terms and conditions of the Lease remain in full force and effect.

13. Binding on Successors. The covenants, agreements, terms, provisions and conditions contained in the Lease, as modified by this Addendum, shall bind and inure to the benefit of all parties hereto, and their respective successors and assigns.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum the day and year first written above.

LANDLORD:

If an Individual:

Signature: _____
Printed Name: _____

If other than an Individual:

[INSERT ENTITY NAME]

By: _____
Name: _____
Title: _____

TENANT:

If an Individual:

Signature: _____
Printed Name: _____

If other than an Individual:

[INSERT ENTITY NAME]

By: _____
Name: _____
Title: _____

ASSIGNEE:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Name: _____
Title: _____

Schedule A

Collateral Lease Assignment Agreement

(See Attached)

COLLATERAL LEASE ASSIGNMENT AGREEMENT

THIS COLLATERAL LEASE ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this day of _____, 200__, by and among _____, ("Landlord"), _____ ("Tenant"), and MAMA FU'S NOODLE HOUSE, INC., a Georgia corporation ("Assignee").

WITNESSETH:

Landlord has leased to Tenant certain premises located at _____ (the "Premises"), under the terms of that certain _____, dated _____, 200__ as amended by that certain Lease Addendum, dated _____, 200__, by and among Landlord, Tenant and Assignee (collectively, the "Lease"). Tenant intends to use the Premises as a Mama Fu's restaurant, under a Mama Fu's Noodle House, Inc. Franchise Agreement between Assignee, as franchisor, and Tenant, as franchisee (the "Franchise Agreement"). This Agreement is entered into in connection with Assignee's approval of the Premises as a Mama Fu's restaurant and grant of a franchise to Tenant. It is intended to provide Assignee the opportunity to preserve the Premises as a Mama Fu's restaurant under circumstances hereinafter set forth, and to assure Landlord that, if Assignee exercises the option herein contained, any defaults of Tenant under the Lease will be cured by Assignee before it takes possession of the Premises.

NOW, THEREFORE, for and in consideration of the mutual promises and representations contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I – GRANT OF OPTION

1.1 Landlord grants to Assignee an option to lease the Premises on the terms, covenants and conditions hereinafter set forth (the "Option") upon the occurrence of any or all of the following: (i) the default of Tenant under the Lease; (ii) the termination or expiration of the Franchise Agreement for any reason; and (iii) the non-renewal of the term of the Lease.

1.2 Landlord agrees to furnish Assignee with copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises, at the same time that such letters and notices are sent to Tenant. Landlord further agrees that, if it intends to terminate the Lease, the Landlord will give Assignee 30 days advance written notice of such intent, specifying in such notice all defaults that are the cause of the proposed termination. Assignee shall have, after the expiration of the period during which Tenant may cure such default, an additional 15 days (or if there is no cure period, at least 15 days) to cure, at its sole option, any such default. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall promptly give Assignee written notice thereof, specifying the defaults Tenant has failed to cure and shall offer Assignee the Option to assume the Tenant's interests in the Lease (the "Offer"). Landlord shall attach to the Offer a complete copy of the Lease, including any amendments thereto.

1.3 If the Franchise Agreement expires or is terminated for any reason during the term of the Lease, or any extension thereof, and if Assignee shall desire to exercise the Option, Assignee shall promptly give Landlord written notice thereof. Within 30 days after receipt thereof, Landlord shall give Assignee written notice specifying any defaults of Tenant under the Lease and shall provide Assignee with the Offer as provided in Section 1.2 above.

1.4 If the Lease contains term renewal or extension rights which are allowed to expire by Tenant without exercising said rights, Landlord shall promptly give written notice thereof to Assignee, but in no event later than 30 days following expiration of the term or the renewal deadline provided in the Lease, whichever is sooner, and Assignee shall have the option, for an additional 30 days after receipt thereof, to exercise the Tenant's renewal or extension rights on the same terms and conditions as contained in the Lease. If Assignee elects to exercise such right to renew or extend the term of the Lease, Assignee shall so notify Landlord in writing, whereupon Landlord shall promptly execute and deliver to Assignee an acceptance of Assignee as assignee of Tenant and shall deliver possession of the Premises to Assignee at the commencement of the extended or renewed term of the Lease.

1.5 In the event Landlord delivers the Offer to Assignee in the manner provided for herein, Assignee shall exercise the Option, if at all, by written notice to Landlord and Tenant (the "Acceptance") within 30 days after receipt of the Offer from Landlord; provided, however, that Assignee shall have no duty or obligation to exercise the Option, and shall have no liability for failing to exercise the Option. If neither Tenant nor Assignee cures all defaults within said time periods (or such longer cure period as may be specifically permitted by the Lease), then the Landlord may terminate the Lease, re-enter the Premises and exercise all of its other post-termination rights as set forth in the Lease, and the Offer shall be null and void, and Assignee shall have no right to succeed to Tenant's interest in the Lease.

ARTICLE 2 – TENANT'S COVENANTS

2.1 If Tenant fails to timely cure any defaults under the Lease, or in the event of the expiration or termination of the Franchise Agreement for any reason, Tenant shall, within 10 days after written demand by Assignee, assign all of its right, title and interest in and to the Lease to Assignee. If Tenant fails to do so within said 10 day period, Tenant hereby designates Assignee as its agent to execute any and all documents, agreements and to take all action as may be necessary or desirable to effectuate the assignment of the Lease and the relinquishment of any and all of Tenant's rights thereunder. Landlord hereby consents to such assignment, without the imposition of any assignment fee or similar charge, and agrees that if Assignee takes possession of the Premises and confirms to Landlord the assumption of the Lease by Assignee as tenant thereunder, Landlord shall recognize Assignee as tenant under the Lease, subject to Assignee executing an assumption of the Lease and curing all defaults of Tenant under the Lease before taking possession of the Premises. Tenant further agrees to promptly and peaceably vacate the Premises and remove its personal property, at the written request of Assignee. Any property not so removed by Tenant within 10 days following receipt of such written notice shall be deemed abandoned by Tenant.

2.2 Tenant agrees that expiration or termination of the Franchise Agreement and failure of Tenant to assign its interests in the Lease to Assignee as set forth herein shall be a default under the Lease which will entitle, but not obligate, Landlord to employ legal remedies available in summary process or otherwise, to evict Tenant from the Premises.

2.3 Tenant shall be and remain liable to Landlord for all of its obligations under the Lease, notwithstanding any assignment thereof to Assignee. Assignee shall be entitled to recover from Tenant all amounts it has paid to Landlord to cure Tenant's defaults under the Lease, including interest and the reasonable costs of collection.

ARTICLE 3 – DELIVERY OF POSSESSION OF THE PREMISES

3.1 Upon receipt of the Acceptance from Assignee, or as soon as possible thereafter, Landlord shall evict Tenant from the Premises by diligent pursuit of summary process or by other and appropriate legal remedies, and shall deliver possession of the Premises to Assignee free and clear of the possessory rights of Tenant or any third party ("Possession").

3.2 Assignee shall not be required to cure defaults and/or to begin paying rent until Landlord delivers Possession of the Premises to Assignee. If it becomes necessary for Landlord to pursue legal remedies in order to remove Tenant and deliver Possession of the Premises to Assignee, Assignee shall, upon written request of Landlord, pay into an escrow account with Landlord's attorney, bearing interest at the passbook rate, such amounts as are necessary to cure Tenant's defaults. If Landlord is unable to deliver Possession of the Premises to Assignee within six months after the date Landlord receives the Acceptance, Assignee shall thereupon have the right at any time until Landlord delivers Possession of the Premises to rescind the Acceptance by written notice to Landlord and its attorney, whereupon all amounts in escrow, including accrued interest, shall be returned to Assignee.

ARTICLE 4 – ASSIGNEE'S RIGHTS AND OBLIGATIONS UNDER THE LEASE

4.1 Assignee, upon taking possession of the Premises, shall concurrently cure the defaults specified by Landlord in the Offer and shall execute and deliver to Landlord its assumption of the Tenant's rights and obligations under the Lease. Assignee shall pay, perform and be bound by all of the duties and obligations of the Lease applicable to Tenant, except that Assignee shall not be required to assume or be bound by the terms of any amendment or modification to the Lease executed by Tenant without Assignee's prior written approval thereof.

4.2 Assignee, upon assuming Tenant's interests under the Lease may, simultaneously or thereafter, assign such interests to a leasehold corporation and/or sublet the Premises to a Mama Fu's franchisee, provided that Assignee shall remain liable for the payment of rent and performance of the Tenant's duties and obligations under the Lease only to the date of such assignment or sublease, except as set forth in Section 3.2.

4.3 Notwithstanding any provision of Section 4.2 above, Assignee may, at any time after Assignee assumes the Tenant's interests under the Lease, but only with the prior written consent of Landlord, which will not be unreasonably withheld, conditioned or delayed, assign without recourse its rights as tenant under the Lease to a creditworthy Mama Fu's franchisee who meets Assignee's then-current standards and requirements for franchisees. Upon receipt by

Landlord of the assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of Tenant to be performed under the Lease, Assignee shall thereupon be released from all liability as tenant under the Lease, from and after the date of assignment thereof, without any need of a written acknowledgment by Landlord of such release.

4.4 Assignee or its assignee may only use the Premises for the purpose(s) permitted under the terms of the Lease.

4.5 In the event Assignee shall elect to assume Tenant's rights and obligations under the Lease, Assignee shall have the right to terminate the Lease at any time after three years as tenant, by giving Landlord at least 120 days written notice. If Assignee shall exercise this right of termination, Assignee shall remove its equipment, trade fixtures and signs from the Premises and shall return the Premises to Landlord, allowing to remain thereon all of Tenant's and/or Assignee's improvements to the Premises.

ARTICLE 5 – DE-IDENTIFICATION

If the Lease or Franchise Agreement expires or is terminated for any reason and Assignee fails to exercise the Option herein contained, Tenant agrees to de-identify the Premises as a Mama Fu's restaurant and to promptly remove Mama Fu's trademarks and trade dress from the Premises including but not limited to, signs, decor and other items which Assignee reasonably requests be removed as being distinctive and indicative of a Mama Fu's restaurant. Assignee may enter upon the Premises without being guilty of trespass or tort to effect such de-identification if Tenant fails to effect de-identification within 10 days after receipt of written demand from Assignee, following termination or expiration of the Franchise Agreement or Lease. Tenant shall reimburse Assignee for its reasonable costs and expenses in effecting de-identification. Landlord and Tenant shall jointly and severally be obligated to pay Assignee for such costs, if Landlord shares with Tenant, one or more common owners, beneficiaries or shareholders (as the case may be), the costs of de-identification under the Lease.

ARTICLE 6 – ADDITIONAL PROVISIONS

6.1 This Agreement shall run with the land and be binding upon the parties hereto and their successors, assigns, executors and administrators and representatives. The rights and obligations herein contained shall continue, notwithstanding changes in the persons or entity that may hold any leasehold or ownership in the land, building or Premises.

6.2 At the request of Landlord or Tenant, Assignee's rights hereunder may be subordinated to the lien of any mortgage or deed of trust hereinafter placed upon the Premises, provided that the mortgagee or trustee shall agree in writing not to disturb Assignee's right to exercise the Option and assume the Lease as set forth herein.

6.3 Any party hereto may record this Agreement or a memorandum hereof. Any party hereto may seek equitable relief or injunctive relief including, without limitation, specific performance for the actual or threatened violation or non-performance of this Agreement by any other party. Such remedies shall be in addition to all other rights provided for in this Agreement or by law.

6.4 Notwithstanding anything contained in the Lease to the contrary, all notices and demands required to be delivered hereunder will be deemed so delivered (i) at the time delivered, if delivered by hand; (ii) one business day after being placed on the hands of a commercial courier service for next business day delivery; or (iii) three business days after placement in the United States Mail by registered or certified mail, return receipt request, postage prepaid and must be addressed to the party to be notified at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Tenant, the notice shall be addressed to:

Attention: _____

If directed to Landlord, the notice shall be addressed to:

Attention: _____

If directed to Assignee, the notice shall be addressed to:

1935 Peachtree Road
Atlanta, Georgia 30309
Attention: President

6.5 LANDLORD ACKNOWLEDGES BEING INFORMED OF THE FOLLOWING FACTS: (i) ASSIGNEE MAY AFTER ASSIGNMENT OF THE LEASE TO ASSIGNEE AS PROVIDED HEREIN, SUBLEASE OR ASSIGN THE PREMISES OR THE LEASE TO A MAMA FU'S FRANCHISEE/LICENSEE OR AN AFFILIATED ENTITY THAT MAY IN TURN SUBLEASE OR ASSIGN THE PREMISES OR THE LEASE TO A MAMA FU'S FRANCHISEE/LICENSEE. THE SUBLEASE OR ASSIGNMENT ISSUED BY ASSIGNEE AUTHORIZES ITS SUBLESSEES TO PAY RENT, ADDITIONAL RENT AND ANY OTHER CHARGES PAYABLE UNDER THE LEASE DIRECTLY TO LANDLORD SO THAT RENTAL PAYMENTS FROM SUCH SUBLESSEE WILL NORMALLY NOT BE RECEIVED OR HELD BY ASSIGNEE; (ii) THERE HAVE BEEN NO REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ABILITY OF ASSIGNEE TO PERFORM ASSIGNEE'S OBLIGATIONS HEREUNDER OR ABOUT ANY OTHER ENTITY PERFORMING OR GUARANTYING ASSIGNEE'S OBLIGATIONS HEREUNDER; AND (iii) THAT THE SOLE AND EXCLUSIVE PERSON OR ENTITY AGAINST WHICH LANDLORD MAY SEEK DAMAGES OR ANY REMEDIES UNDER THIS OR ANY OTHER DOCUMENT IN WHICH LANDLORD AND TENANT OR ASSIGNEE OR LANDLORD AND SUBLESSEE ARE PARTIES, WHETHER FOR UNPAID RENT AND ASSOCIATED DAMAGES, CLAIMS OF UNJUST ENRICHMENT, CLAIMS OF UNFAIR TRADE

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:

MAMA FU'S NOODLE HOUSE, 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 Mama Fu's Noodle House, Inc. Market Development Agreement, dated as of the ___ day of _____, 200__ (the "Development Agreement"), by and between Mama Fu's Noodle House, 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 Mama Fu's Noodle House, Inc. ("Franchisor") of that certain Mama Fu's Noodle House, 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:

MAMA FU'S NOODLE HOUSE, 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)

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(California)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of California or a non-resident who will be operating a Mama Fu's 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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Hawaii)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of Hawaii or a non-resident who will be operating a Mama Fu's 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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Illinois)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of Illinois or a non-resident who will be operating a Mama Fu's 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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Indiana)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of Indiana or a non-resident who will be operating a Mama Fu's 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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Maryland)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of Maryland or a non-resident who will be operating a Mama Fu's 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.

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. Notwithstanding anything contained in the Agreement to the contrary, Franchisor will escrow any initial fees otherwise due and payable by Developer to Franchisor with Bank of America, upon execution and delivery of the Agreement. Upon Franchisor's performance of all of its pre-opening obligations for a Restaurant under the Agreement and the applicable Franchise Agreement, the initial fees associated with the Restaurant will be released to Franchisor.

6. 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.

7. 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.

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:

MAMA FU'S NOODLE HOUSE, 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 Mama Fu's Noodle House, Inc., a Georgia corporation ("Mama Fu's"), to the undersigned of certain rights in connection with the operation of a Mama Fu's Asian House 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 Mama Fu's, 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 Mama Fu's (or any subsidiary or affiliate of Mama Fu's), any Mama Fu's Asian House 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 Mama Fu's (or any subsidiary or affiliate of Mama Fu's), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Mama Fu's (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 Mama Fu's 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 Mama Fu's 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

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Minnesota)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of Minnesota or a non-resident who will be operating a Mama Fu's 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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(New York)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of New York or a non-resident who will be operating a Mama Fu's 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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____

Print Name: _____

Title: _____

DEVELOPER:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

By: _____

Name: _____

Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(North Dakota)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of North Dakota or a non-resident who will be operating a Mama Fu's 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.

[Signatures Appear on Following Page

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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Rhode Island)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of Rhode Island or a non-resident who will be operating a Mama Fu'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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____
Print Name: _____
Title: _____

DEVELOPER:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(South Dakota)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of South Dakota or a non-resident who will be operating a Mama Fu's 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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____

Print Name: _____

Title: _____

DEVELOPER:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

By: _____

Name: _____

Title: _____

MAMA FU'S NOODLE HOUSE, INC.
ADDENDUM TO MARKET DEVELOPMENT AGREEMENT
(Washington)

The following Addendum modifies and supersedes the Mama Fu's Noodle House, Inc. Market Development Agreement (the "Agreement") with respect to Mama Fu's franchises offered or sold to either a resident of the State of Washington or a non-resident who will be operating a Mama Fu's 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:

MAMA FU'S NOODLE HOUSE, INC.

By: _____

Print Name: _____

Title: _____

DEVELOPER:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

By: _____

Name: _____

Title: _____