

EXHIBIT A TO FRANCHISE AGREEMENT

DESCRIPTION OF PRINCIPAL MARKS

	Description of Mark	Registration Number	Registration Date
®	Marble Slab Creamery (block letters)	1,351,081	July 23, 1985
®	Marble Slab Creamery and design	2,230,020	March 9, 1999
®	Scoop Du Jour	2,176,582	July 28, 1998
®	The One, The Only, The Original	2,169,465	June 30, 1998
®	The Slab Club	2,489,736	September 18, 2001
®	Ice Cream Just The Way You Like It	2,464,391	June 26, 2001
®	Slabby & Design	2,609,563	August 20, 2002
®	Slabby	2,900,188	November 2, 2004

	Description of Mark	Application Serial Number	Date of Filing
SM	Create Your Own Ice Cream Fantasy	78/427,923	June 1, 2004
SM	The Marble Slab Creamery Experience	78/427,927	June 1, 2004
SM	Slabwich	78/669,895	July 13, 2005

EXHIBIT B TO FRANCHISE AGREEMENT
APPROVED LOCATION AND TRADE AREA

The Approved Location of the Store is: _____

The Store's Trade Area is: _____

EXHIBIT C TO FRANCHISE AGREEMENT

FRANCHISE FEE

The franchise fee is: _____

EXHIBIT D TO FRANCHISE AGREEMENT

**AUTHORIZATION AGREEMENT
FOR PREAUTHORIZED PAYMENTS**

ELECTRONIC DEBIT AUTHORIZATION

Authorization Agreement for Direct Payments (ACH Debits)

Company Name: MARBLE SLAB CREAMERY, INC. Company ID Number: 76-0188424

I (we) hereby authorize MARBLE SLAB CREAMERY, INC., hereinafter called COMPANY, to initiate debit entries to my (our) Checking Account/ Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository (BANK) Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

This authorization is remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITOR a reasonable opportunity to act on it.

*Account Name: _____ ID Number MCS#: _____
(Please Print)

Date: _____ Signature: _____

***ALSO ATTACH COPY OF VOIDED CHECK**

NOTE: DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION

EXHIBIT E TO FRANCHISE AGREEMENT
ASSIGNMENT OF TELEPHONE NUMBER(S)

This Assignment relates to:

Name of Franchisee: _____
Address of Store: _____
Telephone Number(s): (____) _____; (____) _____; (____) _____

For valuable consideration, the Franchisee identified above ("Franchisee") assigns and transfers to Marble Slab Creamery, Inc. ("Company") all of Franchisee's rights and interests in each and all of the telephone numbers listed above (the "Numbers").

Franchisee authorizes Company to file this Assignment with the telephone company that issued the Numbers for the purposes of establishing Company's claim to and right to designate the user of the Numbers.

Franchisee irrevocably constitutes and appoints Company as Franchisee's agent and attorney-in-fact for the purposes of (i) signing and delivering any Transfer of Service Agreement or comparable document the telephone company requires to transfer the rights in the Numbers from Franchisee to Company or its designee, and (ii) canceling and revoking any call-forwarding or similar instructions Franchisee has issued to the telephone company with respect to any of the Numbers, with full power to sign Franchisee's name and otherwise to act in Franchisee's name, place and stead.

Franchisee agrees to reimburse Company the full amount of any local service and long distance charges the telephone company requires that Company paid to obtain the Numbers, together with interest as provided in the Franchise Agreement for the Store.

Franchisee represents and warrants to Company that Franchisee obtained the Numbers in his or her own name, and that Franchisee is the person of record the telephone company will recognize as registered user or "owner" of the Numbers.

Franchisee's signature

Franchisee's name, printed

EXHIBIT F TO FRANCHISE AGREEMENT

LEASE RIDER

This Lease Rider is entered into this _____ day of _____, 20____ by and between Marble Slab Creamery, Inc. ("Company") _____ ("Franchisee") and _____ ("Landlord").

WHEREAS, Company and Franchisee are parties to a Franchise Agreement, which is dated _____, 20____ (the "Franchise Agreement"); and

WHEREAS, the Franchise Agreement provides that Franchisee will operate a Marble Slab Creamery ice cream store ("Store") at a location that Franchisee selects and Company approves; and

WHEREAS, Franchisee and Landlord propose to enter into the lease to which this Rider is attached (the "Lease"), pursuant to which Franchisee will occupy premises located at _____ (the "Premises") for the purpose of constructing and operating the Store in accordance with the Franchise Agreement; and

WHEREAS, the Franchise Agreement provides that, as a condition to Company's authorizing Franchisee to enter into the Lease, the parties must execute this Lease Rider;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth in this Rider and in the Franchise Agreement, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

During the term of the Franchise Agreement, Franchisee will be permitted to use the Premises for the operation of the Store and for no other purpose.

Subject to applicable zoning laws and deed restrictions and to prevailing community standards of decency, Landlord consents to Franchisee's installation and use of such trademarks, service marks, signs, decor items, color schemes and related components of the Marble Slab Creamery system as Company may from time to time prescribe for the Store. Landlord agrees to furnish Company with copies of all letters and notices it sends to Franchisee pertaining to the Lease and the Premises, at the same time it sends such letters and notices to Franchisee.

Company will have the right, without being guilty of trespass or any other crime or tort, to enter the Premises at any time or from time to time (i) to make any modification or alteration it considers necessary to protect the Marble Slab Creamery system and marks, (ii) to cure any default under the Franchise Agreement or under the Lease, or (iii) to remove the distinctive elements of the Marble Slab Creamery trade dress upon the Franchise Agreement's expiration or termination. Neither Company nor Landlord will be responsible to Franchisee for any damages

Franchisee might sustain as a result of action Company takes in accordance with this provision. Company will repair or reimburse Landlord for the cost of any damage to the Premises' walls, floor or ceiling that result from Company's removal of trade dress items and other property from the Premises.

Franchisee will be permitted to assign the Lease to Company or its designee upon the expiration or termination of the Franchise Agreement. Landlord consents to such an assignment and agrees not to impose any assignment fee or similar charge, or to increase or accelerate rent under the Lease, in connection with such an assignment.

If Franchisee assigns the Lease to Company or its designee in accordance with the preceding paragraph, the assignee must assume all obligations of Franchisee under the Lease from and after the date of assignment, but will have no obligation to pay any delinquent rent or to cure any other default under the Lease that occurred or existed prior to the date of the assignment.

Franchisee may not assign the Lease or sublet the Premises without Company's prior written consent, and Landlord will not consent to an assignment or subletting by Franchisee without first verifying that Company has given its written consent to Franchisee's proposed assignment or subletting.

Landlord and Franchisee will not amend or modify the Lease in any manner that could materially affect any of the provisions or requirements of this Lease Rider without Company's prior written consent.

The provisions of this Lease Rider will supersede and control any conflicting provisions of the Lease.

Landlord acknowledges that Company is not a party to the Lease and will have no liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, Company.

IN WITNESS WHEREOF, the parties have executed this Lease Rider of the date first above written:

COMPANY:

MARBLE SLAB CREAMERY, INC.
a Texas corporation

By: _____

Name: _____

Title: _____

LANDLORD:

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

EXHIBIT G TO FRANCHISE AGREEMENT
STATE SPECIFIC AMENDMENTS

**AMENDMENT TO MARBLE SLAB CREAMERY, INC
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA**

For purposes of complying with the requirements of California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 *et seq.* ("CFIL"), and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.* (the "CRA"), Marble Slab Creamery, Inc. ("Franchisor" or "we") and _____ ("You"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

CALIFORNIA LAW MODIFICATIONS

1. Section 3.(a) of the Agreement is amended as follows:

(a) In consideration of Company's granting the franchise, Franchisee must pay Company a franchise fee in the amount specified in Exhibit C. The franchise fee will be in full by cashier's check or wire transfer of immediately available funds when Franchisee signs this Agreement. The franchise fee will be payable directly to our impound agent and will be held in escrow until your Store opens for business, and we have fulfilled our pre-opening obligations to you.

2. Sections 20000 through 20043 of the CRA provide rights to you concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws will control.

3. The franchise agreement requires you to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 2000 through 20043).

4. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

5. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

6. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may unenforceable under California law.

7. If the Agreement requires that it be governed by a state's law other than the State of California, such requirement may be unenforceable.

8. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of California law applicable to the provisions are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

9. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Marble Slab Creamery, Inc. reserves the right to challenge the enforceability of the state law.

10. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 200_.

MARBLE SLAB CREAMERY, INC.

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO MARBLE SLAB CREAMERY, INC
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

For purposes of complying with the requirements of Illinois law, including the Illinois Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 – 705/44 (1994) (the “Illinois Franchise Act”), Marble Slab Creamery, Inc. (“Franchisor” or “we”) and _____ (“You”), hereby amend the Franchise Agreement between them dated _____ (the “Agreement”) as follows:

ILLINOIS LAW MODIFICATIONS

1. Section 705/19 and 705/20 of the Illinois Franchise Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.
2. Section 41 of the Illinois Franchise Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.
3. Any provision that designates jurisdiction or venue or required Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the state of Illinois.
4. To the extent that Section 24 of the Agreement (pertaining to choice of law) conflicts with the Illinois Franchise Act, the Illinois Franchise Act will control.
5. To the extent that the Illinois Franchise Act prohibits the disclaimer of representations contained in a franchisor’s Uniform Franchise Offering Circular, Section 28 is amended to include representations made in Marble Slab Creamery, Inc.’s Uniform Franchise Offering Circular to the extent required by law.
6. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Illinois law applicable to the provisions are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.
7. Section 3(a) of the Agreement is amended as follows:
 - (a) In consideration of Company’s granting the franchise, Franchisee must pay Company a franchise fee in the amount specified in Exhibit C. The franchise fee will be payable in full by cashier’s check or wire transfer of immediately available funds when Franchisee signs this Agreement. The fee will be held by Company’s escrow agent, Wells Fargo Bank Texas, NA, in an Illinois branch of Wells Fargo. Such fee will held until Company has met its initial obligations to Franchisee.

8. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 200__.

MARBLE SLAB CREAMERY, INC.

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO MARBLE SLAB CREAMERY, INC
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

The Marble Slab Creamery, Inc. Franchise Agreement between _____ (“Franchisee” or “you”) and Marble Slab Creamery, Inc. (“Franchisor” or “we”) dated _____ (the “Agreement”) will be amended by the addition of the following language, which will be considered an integral part of the Agreement (the “Amendment”):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 to 14-233 (1998 Repl. Vol. & Supp. 2002). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. This Agreement requires you to execute a release of claims as a condition of renewal, sale, assignment or transfer, pursuant to COMAR 02.02.08.16L, the release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

b. This Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement will not be interpreted to limit any rights you may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

c. To the extent the Agreement requires you to acknowledge facts or make representations as a condition of purchasing a franchise, then pursuant to Section 14-226 of the Maryland Franchise Registration and Disclosure Law, such acknowledgements and representations will not act as a release, estoppel or waiver of any liability.

d. Section 3(a) of the Agreement is amended in its entirety as follows:

In consideration of the execution of this Agreement, you agree to pay us the Initial Franchise Fee and any other initial payments in the amount set forth in the Agreement. The initial franchise fee and all other payments due to us before you open your Store will be held in an escrow account at Wells Fargo Bank, National Association until we have completed our initial obligations to you and we authorize you to open the Store.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement, the franchisor reserves the right to challenge the enforceability of the state law by bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 200_.

MARBLE SLAB CREAMERY, INC.

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO MARBLE SLAB CREAMERY, INC
FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

For purposes of complying with the requirements of Minnesota law, including the Minnesota Franchise Act, Minn. Stat. Section 80.01 *et seq.* and the rules and regulations promulgated thereunder, Marble Slab Creamery, Inc. ("Franchisor" or "we") and _____ ("You"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

MINNESOTA LAW MODIFICATIONS

1. The Minnesota Department of Commerce requires that Marble Slab Creamery, Inc. indemnify you against liability to third parties for infringement resulting from your use of the trademarks licensed under the Agreement. Section 7.d of the Agreement describes the circumstances under which Marble Slab Creamery, Inc. will indemnify you against third party liability for trademark infringement. Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in Section 7 of the Agreement.

2. Sec. 80C.14, Subd. 4 of the Minnesota Franchises Act requires, except in certain specified instances, that Marble Slab Creamery, Inc. give you written notice of its intention not to renew the franchise 180 days before the franchise expires, and to give you sufficient opportunity to operate the franchise in order to enable you to recover the fair market value of the franchise as a going concern. Requirements imposed under the Minnesota Franchise Act will supersede inconsistent provisions contained in the Agreement.

3. Sec. 80C.14, Subd. 3 of the Minnesota Franchises Act requires, except in certain specified instances, that Marble Slab Creamery, Inc. give you 90 days notice of termination (with 60 days to cure). Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.

4. Any release of claims or acknowledgment of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Minnesota Franchises Act or a rule or order promulgated thereunder will be void with respect to claims arising under the Minnesota Franchises Act.

5. Secs. 80C.21 of the Minnesota Franchises Act and Minn. Rule 2860.4400J prohibit Marble Slab Creamery, Inc. from requiring litigation to be conducted outside Minnesota. Nothing in the Agreement will, or is intended to, abrogate or reduce any of your rights as provided for in the Minnesota Franchises Act or your rights to any procedure, forum or remedies provided for by the laws of the Minnesota.

6. Section 18 of the Agreement (pertaining to liquidated damages) is hereby deleted; provided, that such deletion will not excuse you from liability for actual or other damages and the formula for assessing liquidated damages will be admissible in any litigation or proceeding as evidence of actual damages.

7. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Minnesota law applicable to the provisions are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

8. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Marble Slab Creamery, Inc. reserves the right to challenge the enforceability of the state law.

9. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 200_.

MARBLE SLAB CREAMERY, INC.

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO MARBLE SLAB CREAMERY, INC
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK**

For purposes of complying with the requirements of New York Law, including the New York General Business Law, Article 33, §§ 680 – 695 (1989) (the “New York Law”), Marble Slab Creamery, Inc. (“Franchisor” or “we”) and _____ (“You”), hereby amend the Franchise Agreement between them dated _____ (the “Agreement”) as follows:

NEW YORK LAW MODIFICATIONS

1. To the extent that the Agreement requires you to sign a release or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the New York Law or a rule or order promulgated thereunder, such release or acknowledgment of fact will be void with respect to claims arising under the New York. It is the intent of this provision that non-waiver provisions of the Sections 687.4 and 687.5 of the New York Law be satisfied.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of New York Law applicable to the provisions are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Marble Slab Creamery, Inc. reserves the right to challenge the enforceability of the state law.

4. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 200_.

MARBLE SLAB CREAMERY, INC.

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO MARBLE SLAB CREAMERY, INC
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

For purposes of complying with the requirements of North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993) (the "North Dakota Law"), Marble Slab Creamery, Inc. ("Franchisor" or "we") and _____ ("You"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

NORTH DAKOTA LAW MODIFICATIONS

1. If you are required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release will exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments will be void with respect to claims under the Law.

2. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete that is inconsistent with North Dakota Law, the covenant may be unenforceable.

3. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

4. If the Agreement requires that a state's law, other than the State of North Dakota govern it, to the extent that such law conflicts with the North Dakota Law, North Dakota Law will control.

5. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

6. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

7. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

8. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Marble Slab Creamery, Inc. reserves the right to challenge the enforceability of the state law.

9. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 200_.

MARBLE SLAB CREAMERY, INC.

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

By: _____
Name: _____
Title: _____

**AMENDMENT TO MARBLE SLAB CREAMERY, INC
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

For purposes of complying with the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law. ch. 395 §§ 19-28.1-1 – 19.28.1-34 (the "RIFIA"), Marble Slab Creamery, Inc. ("Franchisor" or "we") and _____ ("You"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

RHODE ISLAND LAW MODIFICATIONS

1. Section 19-28.1-14 of the RIFIA provides that any provision in a franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to claims otherwise enforceable under the RIFIA. To the extent that any provision in this Agreement is inconsistent with the RIFIA, the RIFIA will control.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Rhode Island law applicable to the provisions are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Marble Slab Creamery, Inc. reserves the right to challenge the enforceability of the state law.

4. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 200_.

MARBLE SLAB CREAMERY, INC.

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

By: _____
Name: _____
Title: _____

Witness

**AMENDMENT TO MARBLE SLAB CREAMERY, INC.
FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON**

The Marble Slab Creamery, Inc. Franchise Agreement between _____ (“Franchisee” or “you”) and Marble Slab Creamery, Inc. (the “Company”) dated _____ (the “Agreement”) will be amended by the addition of the following language, which will be considered an integral part of the Agreement (the “Amendment”):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

(a) Washington Franchise Investment Protection Act provides rights to you concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.

(b) A release or waiver of rights executed by a franchisee 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 the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

(c) If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington, must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

(d) If the Agreement requires that it be governed by a state’s law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act will control.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the License Agreement, the franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 200_.

MARBLE SLAB CREAMERY, INC.

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

By: _____
Name: _____
Title: _____