FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT

Marble Slab Franchising, LLC
A Delaware limited liability company
5555 Glenridge Connector, Suite 850
Atlanta, Georgia 30342 (770) 514-4500
franchiseinfo@gfgmanagement.com
www.marbleslab.com

Marble Slab Franchising, LLC offers franchises for the operation of retail ice cream stores selling a superior grade of ice cream that customers can order in combination with nuts, fruit and other "mixins" that are blended into the ice cream on a chilled marble or granite slab under the MARBLE SLAB CREAMERY mark ("Stores"). Stores also offer home baked cones, frozen yogurt, ice cream cakes and other ice cream treats, soft drinks, and gourmet coffee drinks.

The total investment necessary to begin operation of a MARBLE SLAB CREAMERY franchise business is $316,085 to $409,135 (Traditional Store, Non-Traditional Store or Satellite); and $374,085 to $476,135 for a GREAT AMERICAN COOKIES-MARBLE SLAB CREAMERY Co-Brand Store. This includes $15,000 to $40,000 that must be paid to us or our affiliates.

The total investment necessary to begin developing multiple franchises will depend on how many franchises we award you the right to develop under our form of area development agreement ("Area Development Agreement"). By way of example, the estimated total investment necessary to develop three (3) MARBLE SLAB CREAMERY franchises is between $336,085 to $419,135, which includes (a) the $15,000 development fee paid to us upon execution of your Area Development Agreement, and (b) the estimated initial investment to open and commence operations of the first Store you are required to develop, including the $20,000 reduced franchise fee that is paid to us when you execute your Area Development Agreement and corresponding franchise agreement. Your development fee amounts to $5,000 per franchise you are granted the right to develop under your Area Development Agreement (the "Development Fee") and, once paid, you will be required to pay a reduced franchise fee amounting to (i) $20,000 for your initial franchise, and (ii) $10,000 for each additional franchise awarded under that agreement.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tim Linderman at 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342, Tel. 770-514-4696.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the

Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You also can visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There also may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 3, 2019.

STATE COVER PAGE

Your state may have a franchise law that requires us to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit G for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION IN DELAWARE. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO LITIGATE IN DELAWARE THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT DELAWARE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THAT FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSON ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. If we use a franchise broker, we will pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

MARBLE SLAB FRANCHISING, LLC
STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	Pending
Florida	Effective
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Kentucky	Effective (one-time filing)
Maryland	Pending
Michigan	Effective
Minnesota	Pending
Nebraska	Effective (one-time filing)
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	August 3, 2018
Texas	Effective (one-time filing)
Utah	Effective
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Some of the states listed above require that we give you additional disclosures. The additional required disclosures for these states are in Exhibit C to this Disclosure Document.

TABLE OF CONTENTS

Page

EXHIBITS

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

This Disclosure Document describes Marble Slab Creamery franchises. To simplify the language in this Disclosure Document, “we,” “us,” or “our” means Marble Slab Franchising, LLC, the franchisor. You” means the individual or entity that buys the franchise. If you are a corporation, partnership, limited liability company, or other entity, your owners must sign our “Guaranty and Assumption of Obligations,” which means that all of provisions of the Franchise Agreement (a form of which is attached as Exhibit C) also will apply to your owners.

The Franchisor

We are a Delaware limited liability company that was formed on January 17, 2007. We operate under our entity name, MARBLE SLAB, and MARBLE SLAB CREAMERY and no other name. Our principal place of business address is 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342. To the extent that we have designated agents for service of process in other states, they are listed in Exhibit G. We do not operate businesses similar to the franchises being offered in this Disclosure Document. We began offering Marble Slab Creamery franchises in June 2007 and have never offered franchises in any other line of business.

Parent(s) and Recent Transaction

We are a direct subsidiary of Marble Slab Franchise Brands LLC (“Marble Slab Brands”). Marble Slab Brands owns the intellectual property rights to the Marble Slab concept, and has licensed us the right to use and sublicense the Marble Slab concept under a Master License Agreement.

Marble Slab Brands is an indirect subsidiary of Global Franchise Group, LLC (“Global”) through an intermediate holding company, SM GFG, LLC (“SMG”). Global and SMG have the same business address as us. SMG is an intermediate holding company established for corporate structuring purposes in connection with the acquisition transaction disclosed below.

Global is an indirect subsidiary of GFG Holding, Inc. ("GFG Holding") through the intermediary holding company, GFG Intermediate Holding Inc. (“GFG Intermediate”). The principal business address for both GFG Holding and GFG Intermediate is as follows: 335 N. Maple Drive, Beverly Hills, California 90210.

As of the Issue Date, GFG Holding is our ultimate “parent” for purposes of this Disclosure Document under applicable federal rule definitions because GFG Holding is the highest entity in the corporate structure that has the ability to exercise control over the day-to-day shaping of policies and decision making of our franchise system and offering.

With that said, GFG Holdings was recently acquired by LS GFG Holdings Inc., a Delaware corporation with an address located at 251 Little Falls Drive, Wilmington, Delaware 19808 (the “Purchaser”), pursuant to the terms of a purchase agreement that Purchaser entered into with GFG Holding’s former owners. The parties closed on this transaction on November 19, 2018 and, as a result, please note that we no longer have an affiliate relationship with certain other franchise concepts that were owned by certain of our prior owners. Purchaser is an indirect subsidiary of LS Global Franchise GP, Inc. (“LS GF”), a Delaware corporation, through the intermediate subsidiary, LS Global Franchise, L.P. (“LS Global Franchise”), a Delaware limited partnership. LS

GF, Purchaser and LS Global Franchise share a business address at 251 Little Falls Drive, Wilmington, Delaware 19808.

Except as provided above, our parents (a) have not offered franchises in any line of business and have not operated a business of the type that you will operate, and (b) have not offered or sold any products to our System franchisees.

Predecessor(s)

We do not have any predecessors within the 10-year period preceding the amended Issue Date of this Disclosure Document that require disclosure in this Item.

Our Affiliates That Provide Services To Our Franchisees

Marble Slab Brand and Marketing Fund, LLC's ("Marble Slab Fund") principal business address is the same as ours. Marble Slab Fund's sole purpose is to hold and facilitate the administration of the contributions to our Marketing Fund (described in Item 11). Marble Slab Fund does not conduct any business, has never operated a Marble Slab Creamery Store, and has never offered franchises in this or any other line of business.

GFG Management, LLC ("GFG Management"), a wholly-owned subsidiary of GFG Holding, manages our franchise operations under a Management Agreement dated July 30, 2010 (the "Management Agreement"). GFG Management's principal business address is the same as ours. GFG Management provides services to our franchisees and the franchisees of our affiliates described below by providing the sales, marketing, administration, training and support services under the franchise agreements that we and our affiliates enter into with our or its respective franchisees. We remain responsible for all licensing of the trademarks, service marks, trade names and other intellectual property rights and all other aspects of the franchise relationship. Except as stated in the previous sentence, GFG Management may perform any of our obligations and may exercise any of our rights for us, but we remain ultimately responsible for all of our obligations under any of our agreements with you. If the Management Agreement expires or is terminated, we will perform our obligations under our agreements or appoint a new manager to do so. You do not pay any fees directly to GFG Management.

GFG Management does not own or operate any franchises like the Marble Slab Creamery franchise and has never offered franchises in this or any other line of business.

Our Global Affiliated Franchise Programs

Global is the direct or indirect parent company to the following franchisors, all of which have a principal business address that is the same as ours. None of these affiliates have offered franchises in any line of business other than as listed below and none of them have conducted a business similar to the Marble Slab Creamery Store that you will operate except as described below:

1) GAC Franchising, LLC ("GAC") franchises the right to operate stores that sell cookies, brownies, cupcakes, and related products under the trademark and service mark GREAT AMERICAN COOKIES® (the "Great American Cookies Stores"). GAC or its predecessors have offered Great American Cookies Store franchises since 1977. As of December 31, 2018, there were 368 franchised Great American Cookies Stores in operation in the United States.

2) MaggieMoo's Franchising, LLC ("MMF") previously franchised the right to operate specialty ice cream stores under the trademarks, and service marks MAGGIEMOO'S® and MAGGIEMOO'S ICE CREAM AND TREATERY® (the "MaggieMoo's Stores"). MMF or its predecessors had offered MaggieMoo's Store franchises since 1989. As of December 31, 2018, there were 10 franchised MaggieMoo's Stores in operation in the United States and 8 franchised Stores in operation internationally.

3) PM Franchising, LLC ("PMF") franchises the right to operate specialty pretzel stores under the trademark and service mark PRETZELMAKER® ("Pretzelmaker Stores"). PMF or its predecessors have offered Pretzelmaker Store franchises since 1992. As of December 31, 2018, there were 192 franchised Pretzelmaker Stores in operation in the United States.

4) PT Franchising, LLC ("PTFV") franchised the right to operate specialty pretzel stores under the trademark and service mark PRETZEL TIME® ("Pretzel Time Stores"). PTF or its predecessors had offered Pretzel Time Store franchises since 1992. As of December 31, 2018, there were 3 franchised Pretzel Time Stores in operation in the United States.

5) HDOS Franchising, LLC ("HDOS") franchises the right to operate stores that sell fresh-squeezed lemonade, hot dogs on a stick, French fries, and complimentary products under the HOT DOG ON A STICK® trademarks and service marks. HDOS or its predecessors have offered Hot Dog On A Stick franchises since 1997. As of December 31, 2018, there were 19 franchised Hot Dog On A Stick stores in operation in the United States.

6) Round Table Franchise Corporation ("RTFC") franchises the right to operate dine-in Round Table Pizza restaurants for the retail sale of pizza and other products under the name ROUND TABLE®. RTFC or its predecessors have offered Round Table franchises since 1962. As of December 31, 2018, there were 358 franchised Round Table stores in operation in the United States.

Except as described above, we have no other parents, predecessors of affiliates that must be included in this Item.

The Marble Slab Creamery Franchise

We are offering the opportunity to become a franchisee to develop and Stores which specialize in selling ice cream and related food items and beverages. Stores operate under the mark MARBLE SLAB CREAMERY and certain other trademarks, service marks, trade names, signs, associated designs, artwork, and logos (collectively, the "Marks"). We may designate other trade names, service marks, and trademarks as Marks.

We offer 2 types of Stores: (a) Traditional Stores; and (b) Non-Traditional Stores. In addition, if you own and operate a Store, in certain circumstances we will offer you the right to offer and sell products at a separate location that we approve ("Satellites"). Satellites may either be operated in conjunction with a Traditional Store or a Non-Traditional Store that is located the same venue or shopping center. We will have the final authority to classify your Store as Traditional or Non-Traditional.

Single Store Program

Under the single store program, you may purchase a Marble Slab Creamery franchise ("Franchise") to develop and operate one Store at a mutually agreed on site (the "Site") within a state ("Site Selection Area") that we will specify in the Franchise Agreement that we and you will execute (the "Franchise Agreement"). Our current form of Franchise Agreement is included as Exhibit A to this Disclosure Document. You have no obligation, nor any right, to open any additional Stores.

Co-Brand Stores

We currently offer prospects the right to operate a Great American Cookies-Marble Slab Creamery Co-Brand Store as part of our standard co-brand offering. In certain very limited circumstances, we may offer you the right to operate a Co-Brand Store as a combination with another brand as well. If your Store is the dominant presence in the location, your Store will be a Traditional Store. If your Store is the subordinate presence in the location, your Store typically will be a Non-Traditional Store. We will have the final authority to classify your Co-Brand Store as Traditional or Non-Traditional. In certain limited circumstances, we may permit you to add another Global brand to your Store but our standard co-brand offering will feature Great American Cookies and Marble Slab Creamery.

If you wish to operate a Co-Brand Store with a brand that is not a Global affiliate, you must submit to us all information that we request, including, for example (i) any existing agreements you have with the other brand relating to an existing store that you operate in the other brand's franchise system, (ii) any proposed agreements that you desire to enter into with the other brand for the operation of the other concept in conjunction with your Store, and (iii) any proposed modifications to the agreements that we have reviewed over the course of the term of your Franchise Agreement. Before you enter into any agreements with a proposed co-brand location, you must receive our written approval of each proposed other brand and each proposed agreement. We may withhold our approval for any reason, in our sole discretion. We may require your co-brand partner to be one of our affiliates.

In addition, on a limited basis, certain of our affiliates currently offer franchises that you may co-brand with a Store. Approval for a co-brand is dependent on several criteria, including but not limited to space allocation, signage, minimum brand requirements, and minimum product offerings. You should request the disclosure documents for those brands for information on co-branding opportunities. We may offer other co-branding opportunities in the future.

Area Development Program

We also offer to qualified franchisees the opportunity to develop multiple Stores within a designated territory ("Development Area") according to a mandatory development schedule (the "Development Schedule"). If we grant you a Development Area, then you will enter into an area development agreement (the "Area Development Agreement") with us (a form of which is attached as Exhibit B), and you or your affiliates will sign a separate franchise agreement for each Store developed under that Area Development Agreement. For each future unit you or your affiliates agree to develop, you or your affiliates may be required to sign a form of franchise agreement that is different from the form of franchise agreement including in this franchise disclosure document.

Satellites

You may purchase the right to offer approved products from one or more Satellites that you operate either within the same shopping center or venue as your Store, but away from the Store's premises or at another location that we approve. If we grant you the right to operate a Satellite in addition to your Store, you must sign our Satellite Addendum ("Satellite Addendum") to the Franchise Agreement for the Store. A copy of the Satellite Addendum is attached to the Franchise Agreement. If your Store will be a Satellite, all references in this Disclosure Document to your "Store" include your Satellite.

Market and Competition

The market for retail ice cream stores is mature and is competitive. Because the Stores sell primarily frozen desserts, their sales are affected by seasonal changes, especially in areas that experience cold, inclement winters. Your competitors include other specialty retail ice cream stores, grocery stores, fast-food restaurants, snack food stores, convenience stores, including franchisees of other systems our affiliates own that sell ice cream, and other food items and beverages. You may have to compete in close proximity with other specialty retail ice cream stores, including stores of our affiliate identified as MAGGIEMOO'S®.

In addition, it is likely that one or more of our affiliates may acquire one or more existing businesses or franchise systems operating under trademarks, service marks, and trade names other than the Marks. The new or existing businesses or franchise systems may compete with you. In addition, it is likely that we will offer additional co-brand opportunities that may compete with you.

Industry-Specific Regulations

You must comply with all existing regulations concerning food service, nutrition, calorie content, and other federal or state regulations that apply specifically to the restaurant industry. For example, the Environmental Protection Agency, U.S. Food and Drug Administration, the U.S. Department of Agriculture, as well as state and local environmental and health departments and other agencies, have laws and regulations concerning the preparation of food and sanitary conditions of restaurant facilities. State and local agencies may periodically conduct inspections for compliance with these requirements. Under the federal Clean Air Act and certain state laws, you may be required to comply with applicable statutory guidelines, such as localized quality standards for ozone, carbon monoxide and particulate matters. Certain provisions of such laws impose limits on emissions resulting from commercial food preparation.

You also must comply with existing laws, regulations, and ordinances that apply generally to all businesses, such as the Americans with Disabilities Act, federal wage and hour laws and state law equivalents, the Affordable Care Act, the Occupational Safety and Health Act, anti-terrorism and anti-corruption laws (such as the Patriot Act and the Foreign Corrupt Practices Act), and data protection and privacy laws (such as credit card protection under the U.S. Fair and Accurate Credit Transactions Act, or "FACTA"). You should investigate these laws that may apply to the restaurant industry and to all businesses in general.

ITEM 2
BUSINESS EXPERIENCE

Principal Officers:

President and Chief Executive Officer: M. Christopher Dull

Chris Dull is employed by GFG Management as our President and Chief Executive Officer, as well as one of our Managers, and has held this position since our inception. Mr. Dull also has served as President and Chief Executive Officer of Global and GFG Management since July 2010 and of PMF, PTF, MMF, MSF, and SBF since May 2008. All positions were held in the greater metropolitan Atlanta area.

Chief Financial Officer: Lewis Loeb

Mr. Loeb has been GFG Management's Chief Financial Officer since April 2012. Mr. Loeb serves in his present capacity in the greater metropolitan Atlanta area.

Managerial Persons:

Chief Marketing and Operations Officer: Jenn Johnston

Jenn Johnston has served as the Chief Marketing and Operations Officer of GFG Management since October 2010. Ms. Johnston serves in her present capacities in metropolitan Atlanta, Georgia and metropolitan Baltimore, Maryland.

Chief Development Officer: Tim Linderman

Tim Linderman has served as Chief Development Officer for GFG Management since February 2016. Mr. Linderman served as the Vice President of Franchise Sales for GFG Management from January 2014 to January 2016. Mr. Linderman serves his present capacities in metropolitan Atlanta, Georgia and metropolitan Houston, Texas.

Chief Innovation Officer: Allison Lauenstein

Allison Lauenstein is employed by GFG Management as our Chief Innovation Officer and has held this position since January 2019. Prior to that, Ms. Lauenstein served as Vice President, Marble Slab Creamery, MaggieMoo's Ice Cream & Treatery and Pretzelmaker from March 2016 through January 2019. Prior to that, Ms. Lauenstein served as Vice President, Marble Slab Creamery and MaggieMoo's Ice Cream & Treatery from August 2012 to March 2016. Ms. Lauenstein serves in her present capacities in New York.

Executive Vice President, Brand Integration and Corporate Services: David Kaiser

David Kaiser has served as GFG Management's Executive Vice President, Brand Integration and Corporate Services since January 2019.

Mr. Kaiser served as Executive Vice President for GAC from February 2016 to January 2019, and Vice President of GAC from November 2013 to February 2016. Mr. Kaiser serves in his present capacities in metropolitan Atlanta, Georgia.

Executive Vice President: Annica Kreider

Annica Kreider is employed by GFG Management as our Executive Vice President and has held this position since January 2019. Ms. Kreider also serves as Executive Vice President for GAC.

Prior to that time, Ms. Kreider served as our Vice President of Marketing from February 2018 to January 2019. Prior to that time, Ms. Kreider served as Vice President of Brand Development at HGI Inc., d/b/a Mellow Mushroom Pizza Bakers, located in Atlanta, Georgia, from January 2012 to February 2018.

Vice President of Operations: Pam Maxwell

Pam Maxwell is employed by GFG Management as our Vice President of Operations since January 2019. Ms. Maxwell also serves as Vice President of Operations for MSC. Prior to that, Ms. Maxwell served as Director of Operations, Ice Cream Brands from April 2012 through January 2019. Ms. Maxwell serves in her present capacity in Atlanta, Georgia.

Senior Director of Marketing: Sarina Lindsey

Sarina Lindsey is employed by GFG Management as our Senior Director of Marketing and has held this position since January 2019. Ms. Lindsey also serves as Senior Director of Marketing for GAC. Prior to January 2019, Ms. Lindsey served as Marketing Manager for GFG Management in Atlanta, Georgia from February 2008 to December 2018.

Senior Director of Creative and Communications: Kathleen Shaffer

Kathleen Shaffer is employed by GFG Management as our Senior Director of Creative and Communications and has held this position since January 2015. Ms. Shaffer served as Vice President and Director of Public Relations for MGH, Inc. located in Owings Mills, MD from September 2006 through January 2015.

Director of Training: Melissa Ellis

Melissa Ellis has served as GFG Management's Director of Training since January 2017.

Ms. Ellis served as the GFG Management's Senior Training Manager from March 2016 to January 2017. Ms. Ellis served as the Training Manager for Global in Atlanta, Georgia from November 2014 to March 2016. Ms. Ellis served as the Training Manager and Operations Support for Nothing Bundt Franchising in Las Vegas, Nevada from January 2011 to November 2014. Ms. Ellis serves in her present capacities in metropolitan Atlanta, Georgia.

Director of Franchise Marketing: Dustin Thompson

Dustin Thompson has served as GFG Management's Director of Franchise Marketing since March 2014.

Mr. Thompson served as GFG Management's Franchise Marketing Director from March 2014 to March 2017. Mr. Thompson served as the Franchise Sales Associate and Pipeline Specialist at the Primrose School Franchise Company in Acworth, Georgia from June 2009 to March 2014. Mr. Thompson serves in his present capacities in metropolitan Atlanta, Georgia.

Director of Development and Legal Administration: Gina Romaniello

Gina Romaniello has served as GFG Management's Director of Development and Legal Administration since November 2018. Prior to that time, Ms. Romaniello served (a) Director of Development Administration from December 2015 to March 2018, and (b) Manager of Development Administration from March 2013 to November 2015, for Popeye's Louisiana Kitchen, located in Atlanta, Georgia.

Director of Construction: Tom Martin

Tom Martin has served as GFG Management's Director of Construction since September 2018.

Prior to that time, Mr. Martin served as Project Manager for Remington Hotels, located in Dallas, Texas, from January 2018 to September 2018. Previously, Mr. Martin was Senior Project Manager for CVS Health, located in Woonsocket, Rhode Island, from April 2015 to December 2017. Mr. Martin served as Senior Project Manager for Zales Jewelers, located in Irving, Texas, from November 2013 to April 2015.

Director of Real Estate: Tamika Crittenden

Tamika Crittenden has served as GFG Management's Director of Real Estate since January 2019. Prior to that time, Ms. Crittenden served as (a) Real Estate Manager for Haverty Furniture Companies, Inc. located in Atlanta, Georgia from May 2018 to January 2019, and (b) Leasing Division Manager for Georgia State Properties Commission located in Atlanta, Georgia from January 2014 through May 2018.

Director of Corporate Services: Kevin Marin

Kevin Marin has served as Director of Corporate Services for GFG Management since January 2019. Prior to that time, Mr. Marin served as Director of Field Support for our affiliate, HDOS, since July 2017. Prior to that time, Mr. Marin served as: (i) U.S. Manager of Asset Protection for L'Oreal USA, located in El Segundo, California, from February 2016 through July 2017; (ii) Trade Area Director of Asset Protection for Bloomingdales, located in Los Angeles, California, from June 2014 through February 2016; and (iii) Area Loss Prevention Manager for Nordstrom, located in Glendale, California, from November 2009 through June 2014.

ITEM 3
LITIGATION

No litigation must be disclosed in this Item.

ITEM 4
BANKRUPTCY

Our Senior Marketing Director, Sarina Lindsey, filed a bankruptcy petition under the reorganization provisions of Chapter 13 of the U.S. Bankruptcy Code in April 2013. In re Lindsey, No. 13-57303 (D. Ga. 2013). On November 27, 2018, the bankruptcy court entered a discharge.

Except as set forth above, no bankruptcy information must be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

If we grant you a franchise for a Traditional Store, then when you sign the Franchise Agreement, you must pay us an initial franchise fee ("Franchise Fee") of $25,000. The Franchise Fee for a Non-Traditional Store is $15,000. The Franchise Fee for a Co-Brand Store is $35,000.

The Franchise Fee is fully earned by us when paid and is not refundable.

We do not offer financing for the Franchise Fee. Except for any special programs or periodic discounts we may offer or as otherwise described in this Item 5, the Franchise Fee is uniform for all franchisees.

During our fiscal year ended December 31, 2018, we collected Franchise Fees ranging from $1,000 to $25,000.

Satellites

If we permit you to operate a Satellite, you must pay us a Satellite fee of $5,000 per Satellite location when you sign the Satellite Addendum. A copy of the Satellite Addendum is attached to the Franchise Agreement. The Satellite fee is fully earned by us when paid, is not refundable and is uniform to all franchisees.

Site Selection Assistance

We will review your submittal package for your proposed site and determine whether to accept your proposed site. We will conduct an on-site evaluation if we consider it necessary and appropriate as part of our evaluation of your submittal package. If we determine that on-site evaluation is necessary and appropriate (on our own initiative), we will provide the evaluations (up to 2 days unless we agree otherwise) at our own expense, although we reserve the right to charge you an additional fee for this service if more than 2 days are necessary to complete the review. If we charge this fee, the fee will be our actual out-of-pocket expenses for each proposed site for which we conduct an on-site evaluation. We expect this additional fee to be $300 per employee or agent for each full or partial day after the second day, not to exceed five days. The site selection assistance fee is not refundable.

Grand Opening Marketing Fee

We reserve the right to collect the grand opening marketing fee of $5,000 when you sign your Franchise Agreement. If we collect this fee, we will either: (i) reimburse you for your documented grand opening marketing expenditures that we have pre-approved, up to the $5,000; or; (ii) directly pay your vendors for your grand opening marketing expenditures that we have pre-approved, up to the $5,000. The grand opening marketing fee is not refundable.

Development Agreement

Development Fee

If we grant you development rights, then you will pay us a Development Fee of $5,000 per Store to be opened under the Area Development Agreement when you sign the Area Development Agreement. The Development Fee will vary based on the number of Stores that you agree to develop (with a minimum of 3 Stores), regardless of whether the stores are Traditional or Non-Traditional Stores. The criteria used to calculate the number of Stores that you must develop in the Development Area for purposes of calculating the Development Fees is generally uniform for all franchisees.

Subsequent Franchise Fee (for Stores Opened under a Development Agreement only)

The Franchise Fees for Stores opened under a Development Agreement (with a minimum of 3 Stores) will be (a) $20,000 for the first Store, and (b) $10,000 for each additional Store thereafter. For each Store, you must sign our then-current form of franchise agreement to govern the operation of that Store. We reserve the right, but not the obligation, to reduce the Franchisee Fees for existing franchisees.

These reduced Franchise Fees, along with the Development Fee are each deemed fully earned by us when paid and is not refundable.

Incentive Programs

Referral Program

We offer a referral program incentive of $1,000 to the first person or company that introduces a prospective franchisee to us, if: (i) we approve the prospect; (ii) we and the prospect sign a Franchise Agreement within 6 months after the referral is made; and (iii) the prospective franchisee pays us the associated initial franchise fee. We will pay this referral fee when the referred prospective franchisee's Franchise Agreement is fully signed and the initial fee is fully paid. We may discontinue this Referral Program at any time.

Existing Franchisee Referral Program

We offer a referral program incentive of $7,500 to an existing franchisee that introduces a prospective franchisee to us, if: (i) we approve the prospect; (ii) we and the prospect sign a Franchise Agreement within 6 months after the referral is made; (iii) the prospect pays us the associated initial franchise fee; (iv) the prospect has not had any prior conversations with any of our employee or employees of our affiliates about becoming a franchisee; (v) the prospect is not currently listed in our database; (vi) the prospect is not a referral candidate of one of our affiliates or affiliated franchise brands; (vii) the prospect is not a customer at the existing franchisee's store unless the existing franchise was the originating source for the customer contact to us and a referral form was submitted prior to any conversation between the customer and us or our affiliates; and (viii) the prospect is at least 21 years old. Referral fees are paid only for the prospects first franchise agreement and first store. No additional referral fees are paid as a result of the prospect having an agreement to develop a second or additional Stores. We will pay this referral fee when the prospect's Franchise Agreement is fully signed and the initial fee is fully paid. We may discontinue this Existing Franchisee Referral Program at any time. This is a referral incentive only. The existing franchisee does not represent the Franchisor and is not authorized to make any sales or representations on behalf of the Franchisor.

Marble Slab Patriot Program

We participate in the International Franchise Association's Veterans Transition Franchise Initiative ("VetFran") program to provide franchise opportunities to qualifying veterans. The purpose of the VetFran program is to honor those men and women who have served in the U.S. military. The VetFran program was developed to help veterans transition to civilian life. VetFran is a voluntary effort of International Franchise Association member-companies that is designed to encourage franchise ownership by offering financial incentives to honorably discharged veterans.

Our VetFran program incentive is called the Marble Slab Patriot Program (the "Patriot Program"). Our Marble Slab Patriot Program incentive provides a 25% reduction in the initial Franchise Fee due under our single unit Franchise Agreement for Traditional Stores only. This Incentive may not be combined with any other Incentive program and applies only to the first Store. To qualify, a prospective franchisee must request the Patriot Program at the time of application; must meet our then-current qualifications for new franchisees; the franchise must be at least 51% legally and beneficially owned by persons meeting our qualifying veteran status; the prospective franchisee may not have previously received a Veterans Incentive or Patriot Program incentive from us. We may discontinue this Patriot Program at any time.

ITEM 6
OTHER FEES

Type of Fee(1)	Amount	Due Date	Remarks
Royalty Fee	6% of your Net Sales for the preceding week(2)	Currently, 8:00 P.M. Eastern Time on the following Wednesday of each week	For a definition of "Net Sales," see Note 3.
Marketing Fee	2% of your Net Sales for the preceding week	Currently, 8:00 P.M. Eastern Time on the following Wednesday of each week	
Local Marketing Requirement	2% of your Net Sales	Annually	
Interest	18% per year (or maximum legal rate, if less)	On demand	If you fail to make a payment due to us on time, you must pay us interest on the amount owed from the due date until paid in full.

Type of Fee(1)	Amount	Due Date	Remarks
Late Fee	$25 per week	On demand	If you fail to make a payment due to us on time, you must pay us the Late Fee. We may increase the Late Fee on 60 days written notice. However, we may not increase the Late Fee more than once in any 12-month period.
Additional Training	Currently, $300 per employee or agent for each full or partial day	Before training begins	We may charge for additional training for (i) training persons repeating a course or replacing a person who did not pass, (ii) training new employees, and (iii) optional training we provide. You must pay for any travel and living expenses, wages, and other expenses your trainees incur.
Additional Consulting Services	Currently, $300 per employee or agent for each full or partial day, plus their travel and living expenses	Within 15 days after services are rendered	Payable if we provide requested consulting services in person at a place other than our offices.
Assigned Trainers	Our actual costs and expenses, including travel and living expenses for our trainers	Within 10 days of invoice	If you fail to maintain our quality and service standards, we may, in our sole judgment, assign trainers to the Store to retrain your employees and restore service levels.
Marketing and Promotional Materials	Our actual costs and expenses	Within 10 days of invoice	We may make available to you, without charge or at a reasonable cost, approved marketing and promotional materials, including signs, posters, collaterals, etc. that we have prepared.
Product, Service, Supplier, and Service Provider Review	Our reasonable cost of inspecting the supplier, testing the proposed product, or evaluating the service provider or proposed service, including personnel and travel costs. Currently these costs average $300 per day plus travel costs.	On demand	Payable if you wish to offer products or use any supplies, equipment, or services that we have not approved or wish to purchase from a supplier or service provider that we have not approved, whether or not we approve the item, service, supplier, or service provider.

Type of Fee(1)	Amount	Due Date	Remarks
60-Day Extension Fee	$5,000	Upon expiration of the Site Securitization Deadline	If you do not enter into and provide us with a copy of the purchase agreement or Site Lease, as applicable, in accordance with the requirements of the Franchise Agreement on or before the Site Securitization Deadline, so long as you are otherwise in compliance with your obligations under the Franchise Agreement and are using best efforts to secure an extension to the Site Securitization Deadline, we will grant you a 60-day extension to the Site Securitization Deadline in exchange for your payment of a $5,000 extension fee.
Relocation Charge	$2,000	On demand	Payable if you ask us to review a new proposed Site, whether or not we approve the Site.
Transfer Fee	$10,000 for a transfer of your Store or Franchise Agreement. See Note 4.	At or before transfer	Payable only on transfer of Franchise. Upon the submission of the proposal to transfer, you must pay us a non-refundable deposit of $2,000 in connection with the costs we will incur in evaluating that transfer. If you move forward with the transfer, the deposit will be applied toward the transfer fee.
Successor Fee	Our then-current Successor Fee Currently, $7,500	On signing a successor Franchise Agreement	You may enter into a successor Franchise Agreement for one additional 10-year term, if you meet certain conditions.
Successor Fee (Renewal) for Satellite Store	$2,500	On signing a successor Franchise Agreement	You may enter into a successor Franchise Agreement for one additional 10-year term, if you meet certain conditions.
Insurance	Cost of the premium (usually $2,500 to $5,000) plus a reasonable fee ($50 per hour) for our services in procuring the insurance	On demand	Payable only if you fail to maintain the minimum insurance we require and we choose to procure the required insurance for you.

Type of Fee(1)	Amount	Due Date	Remarks
Audit	Cost of audit (currently ranges between $600 to $1,800), plus travel and living expenses, plus interest on the amount of the under-payment at an annual rate of the lesser of 18% or the maximum interest rate permitted by law	Within 15 days of demand	Payable if audit or review shows an understatement of 2% or more of your Net Sales for any period.
Inspection	Our reasonable expenses incurred in inspecting your business, including travel and living expenses, wages, and other expenses for our employees; this cost will not exceed $5,000	On demand	Payable if inspection is needed due to your repeated or continuing failure to comply with any provision of the Franchise Agreement.
Convention or Meeting Attendance	As we determine based on our costs of holding the convention or meeting	On demand	We do not currently charge an attendance fee, but we reserve the right to do so.
Remedial Expenses	Our reasonable expenses incurred in correcting your operational deficiencies; this cost will not exceed $10,000 per deficiency	On demand	Payable if we correct deficiencies that we have identified during a Site inspection and that you failed to correct within a reasonable time after notice from us.
Enforcement Expenses	Our reasonable cost of de-identifying your Store.	On demand	Payable if your Franchise Agreement expires or is terminated, you fail to de-identify your Store, and we take steps to do so.
Indemnification	Our liabilities, fines, losses, damages, costs, and expenses (including reasonable attorneys' fees) ("Losses")	On demand	Payable if we incur Losses due to your activities under the Franchise Agreement or your activities relating to the Store.
Liquidated Damages	See Note 5	On demand	Payable if we terminate your Franchise Agreement based on your default or if you terminate the Franchise Agreement in violation of its terms.
Test Products	$50 - $500	On demand	If we require, you must participate in market research programs or test marketing of new products and services and must purchase a reasonable quantity of the test products.

Notes

1. Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us and our affiliates. You must use the payment methods we designate. You must

furnish us and your bank with any necessary authorizations to make payment by the methods we require. We currently require you to sign the Electronic Debit Authorization Agreement that is attached as Appendix C to the Franchise Agreement.

2 We may provide a royalty reduction at times for qualified franchisees that meet certain criteria, which may include opening Stores in certain geographical locations.

3. "Net Sales" means all revenue from the sale of all products and services and all other income of every kind related to your business activities under this Agreement, whether evidenced by cash, credit, check, gift certificate, gift cards, script, or other property or services and whether collected or not. If you operate a Co-Brand Store, "Net Sales" means all Net Sales derived from the sale of Marble Slab proprietary products (which may include certain beverages) ("Marble Slab Sales"), which we may specify in the Manuals or otherwise in writing, and a proportionate share of Net Sales derived from beverage sales at the Store ("Beverage Sales"). The proportionate share of Beverage Sales is determined by dividing the Marble Slab Sales by the total Net Sales of the Store and multiplying that percentage by the total Beverage Sales. For all Stores, Net Sales does not include (i) promotional allowances or rebates paid to you for your purchase of products or supplies and (ii) any sales or other taxes that you collect from customers and pay directly to the appropriate taxing authority. In addition, you may not deduct payment provider fees (i.e., bank or credit card company fees and gift card vendor fees) from your Net Sales calculation.

4. For a transfer of a partial ownership interest, you must pay an administrative fee equal to our administrative costs in processing the transfer (currently, $2,000). If you are transferring your entire business (or, if you are an Entity, you are transferring interests that would result in a change of control), you must pay to us a non-refundable deposit of $2,000 to cover our administrative costs in reviewing the proposal as noted in the chart above. The deposit will be applied towards your Transfer Fee if the transfer is completed. If you transfer more than 5 Stores or you are transferring Stores to an existing franchisee we will reduce the fee to $5,000 per Store (with a cap of $75,000).

5. Liquidated damages are calculated as (i) the average of your monthly Royalty Fees and Marketing Fees due for the 12 months before our delivery of the notice of default or termination of the Franchise Agreement (or for any shorter time that the Store has been open), (ii) multiplied by the lesser of 36 or the number of months remaining in the then-current term of the Franchise Agreement, (iii) discounted to present value using the then-current prime rate of interest quoted by our principal commercial bank.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Single Store

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Franchise Fee[1]	$15,000 to $25,000	Lump sum	At signing of Franchise Agreement	Us
Grand Opening Marketing[2]	$5,000	As incurred	As incurred	Third party suppliers or us
Travel and Living Expenses While Training[3]	$1,000 to $5,000	As incurred	As incurred	Airlines, hotels, and restaurants
Opening Inventory[4]	$15,635 to $19,135	Lump Sum	Before opening	Suppliers
Architectural Fees[5]	$8,750 to $10,500	As incurred	As incurred	Architects
Furniture, fixtures, equipment and decor[6]	$110,000 to $145,000	As incurred	As incurred	Third parties
Signs	$7,500 to $9,500	As incurred	As incurred	Third parties
Prepaid rent and security deposit[7]	$2,500 to $5,000	As incurred	As incurred	Landlord
Leasehold improvements[8]	$135,000 to $155,000	As incurred	As incurred	Various contractors / suppliers
Utility deposits[9]	$2,200 to $3,000	As incurred	As incurred	Utility companies
Professional Fees[10]	$2,000 to $6,000	As incurred	As incurred	Your attorneys, accountants, and business advisors
Computer System[11]	$2,500 to $5,000	As incurred	As incurred	Suppliers
Business licenses, permits, etc. (for first 6 months)[12]	$1,500 to $2,500	As incurred	As incurred	Government Agencies
Insurance (3 months)[13]	$2,500 to $3,500	As incurred	As incurred	Insurance companies
Additional Funds (3 Months)[14]	$5,000 to $10,000	As incurred	As incurred	Employees, suppliers, utilities, etc.
TOTALS[15]	**$316,085 to $409,135**	**For a Traditional Store or a Non-Traditional Store**		

B. Great American Cookies-Marble Slab Creamery Co-Brand Store

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Franchise Fee[1]	$35,000	$35,000	Lump Sum	At signing of Franchise Agreement	Us
Grand Opening Marketing[2]	$3,000	$5,000	As incurred	As incurred	Third party suppliers or Us
Traveling and Living Expenses While Training[3]	$1,000	$5,000	As incurred	As incurred	Airlines, hotels and restaurants
Opening Inventory[4]	$15,635	$19,135	Lump Sum	Before Opening	Suppliers
Architectural Fees[5]	$7,750	$9,500	As incurred	As incurred	Architects
Furniture, fixtures, equipment, and decor[6]	$135,000	$205,000	As incurred	As incurred	Third parties
Signs	$7,500	$10,500	As incurred	As incurred	Third Parties
Prepaid rent and security deposit[7]	$2,500	$5,000	As incurred	As incurred	Landlord
Leasehold improvements[8]	$150,000	$175,000	As incurred	As incurred	Various contractors/suppliers
Utility deposits[9]	$2,200	$3,000	As incurred	As incurred	Utility companies
Professional Fees[10]	$2,000	$6,000	As incurred	As incurred	Your attorneys, accountants, and business advisors
Computer System[11]	$2,500	$5,000	As incurred	As incurred	Suppliers
Business licenses, permits, etc. (for first 6 months)[12]	$1,500	$2,500	As incurred	As incurred	Government Agencies
Insurance (3 months)[13]	$2,500	$3,500	As incurred	As incurred	Insurance companies
Additional Funds (3 months)[14]	$5,000	$10,000	As incurred	As incurred	Employees, suppliers, utilities, etc.
TOTALS[15]	**$374,085**	**$476,135**	**For a Traditional Co-Brand Store**		

Notes:

*Unless otherwise noted, all amounts listed in the tables above are non-refundable.

1. We describe the Franchise Fee in Item 5.

2. You must spend the required grand opening marketing and promotion amounts 2 weeks before opening your Store and the 6 weeks after opening the Store. Your cost may be higher

based on the length of time you wish to run opening promotions. If we collect this fee (rather than having you spend this amount directly with third party suppliers), we will either: 1. reimburse you for your documented grand opening marketing expenditures that we have pre-approved, up to the $5,000; or 2. directly pay your vendors for your grand opening marketing expenditures that we have pre-approved, up to the $5,000.

3. This estimate is for the cost of attending initial training in Atlanta, Georgia or any other venue we designate. We provide instructors, facilities, and materials for the initial training program at no charge (for the owner and up to one additional person). You must pay the travel and living expenses, wages, and other expenses your trainees incur during initial training. The actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.

4. You must have a supply of flavorings, garnishments, food and beverage products, small kitchen wares, cleaning supplies, paper and packaging supplies, beverage cups and lids, report forms, gift cards and marketing and point-of-sale materials during your operation of the Franchise. You may buy these items from various vendors or suppliers. If you are operating a Co-Brand Store, you will also have to purchase Great American Cookies inventory. The initial cost for the gift card program range from $100 to $300.

5. You also must employ and pay an architect or engineer approved or authorized in writing by GFG Management and/or us, to prepare a site plan and other construction documents. Although we will provide you with prototypical plans and specifications at no additional cost to you, you must pay an architect or engineer to adapt these plans and specifications to city, state and local building codes and to the specific site chosen for your Store.

6. These estimates include the estimated costs for necessary trade fixtures purchased by a supplier approved or authorized in writing by GFG Management and/or us, such as display cases, counters and work tables, equipment such as ovens, refrigerators, beverage dispensers, coffee preparation and dispensing equipment, and small wares. If you are operating a Co-Brand Store, you may be required to purchase additional fixtures and equipment.

7. If you do not currently own adequate space, you must lease the space for your Store. Typical locations are in enclosed shopping malls, but also may be located in other shopping centers, transportation centers, or entertainment venues. A typical Traditional Store requires between 1,600 and 1,800 square feet of space. A typical modular, prefabricated Non-Traditional Store will use between 500 and 1,000 square feet of space. If you are operating a Co-Brand Store, the square footage will range from 1,800 to 2,000 square feet of space. A typical Satellite will use between 50 and 150 square feet in a shopping center or venue, but also will require a Traditional Store or Non-Traditional Store. You may be required to pay a security deposit under your real estate lease. Lease security deposits are typically due on signing the lease and are typically refundable if you do not default on your lease. Your lease also may require you to pay the last month's rent in advance.

This estimate includes one month of rent, and is based on a combination of square footage and location. We cannot precisely estimate the amount of your monthly rental payments, since rental amounts vary greatly from site to site and are affected by a number of factors, including location, size, visibility, accessibility, and competitive market conditions. In addition to rental payments, your lease may obligate you to make other payments to the landlord, such as payments for shopping center or building operating expenses, common area maintenance expenses, food court expenses, merchants' association assessments, assessments for shopping center promotion and marketing, and the like. Your lease also may require you to spend a certain amount on marketing and promotion for your particular store. Again, because these payments vary widely from lease to lease, we cannot precisely estimate the amount you may be required to pay for these or other similar items.

8. These estimates include construction costs (labor and material) for typical tenant improvements utilizing a general contractor approved or authorized in writing by GFG Management and/or us, and remodeling necessary to prepare a site for operation of a Store. The estimates also include construction management costs, general conditions, builders' risk/liability insurance and financing costs. Your actual construction costs will depend on numerous factors, such as the condition of the premises, duration of the building process (delays), union labor requirements, contractors' fees, signage, availability of materials and equipment, interest rates, and the insurance coverage you choose.

9. Deposits for utility services are typically required at the time the service is applied for, and may or may not be refundable.

10. We may require that you engage an attorney to review your lease or purchase agreement for the accepted site and supply us with reasonable documentation of this review, including a lease abstract and confirmation that (i) the Lease Rider has been signed (if you lease the site) and (ii) the terms in the agreement reflect the terms in any letter of intent between you and the third party seller or lessor. We strongly recommend that you seek the assistance of professional advisors when evaluating this opportunity. The estimates in this chart are based on professional fees in the State of Georgia. You may experience different rates for professional fees in your market. Ask your professional advisors for their fee schedule before engaging them to perform any services for you. We also may require you to engage a professional accountant during the first 12 months of your Store's operation.

11. This estimate includes the cost of purchasing our required computer hardware, software, inventory control system, and point of purchase system from approved suppliers. You also must provide the Internet connections that we specify.

12. You must maintain all required licenses and permits necessary to build and operate your Store. You should check with local authorities, an attorney, or a business consultant to determine what licenses and permits are necessary at your location. The amount for licenses and permits can vary significantly in different areas, and you should verify specific amounts with local authorities.

13. We require you to obtain and keep in force certain insurance coverages on a primary non-contributory basis, with us and our affiliates named as an additional insured on each policy. Your real estate lease also may impose requirements for insurance coverage in addition to the requirements that we impose. The table contains the estimated cost of required insurance premiums for a 3 month start-up period; however, the cost of insurance varies, depending on the insurance company you select, lease requirements, variances in the cost of insurance from city to city and state to state, and other factors. Whether or not amounts paid for insurance premiums are refundable is determined by individual insurance carriers and the terms of the insurance policies.

14. This amount represents the range of your initial start-up expenses over the first 3 months of operation. These figures include estimated payroll costs. However, they do not include the salary for a Store manager, on the assumption that you will manage the Store. These figures are

estimates and we cannot guarantee that you will not have additional expenses starting your business. Your costs will depend on factors such as how well you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the demand for specialty food and snack goods and services in your area; the prevailing wage rates; competition; the time of the year your Store is opened; and the sales level reached during the initial period.

15. This total amount is based on our and our predecessors' market research and experience opening and operating similar stores. Your costs may vary based on a number of factors including, but not limited to, the geographic area in which you open, local market conditions, and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. You should independently investigate the costs of opening a Store in the geographic area in which you intend to open. You also should review the figures carefully with a business advisor before making any decision to purchase the Franchise. We do not provide financing to franchisees either directly or indirectly for their initial investment requirements. The availability and terms of financing obtained from third parties will depend on such factors as the availability of financing, your credit worthiness, collateral that you may make available, or policies of local lending institutions with respect to the nature of the business. These estimates assume that you are developing a Store that will operate independently of any co-brand concept, such as one offered by one of our affiliates. Therefore, the estimates do not include any initial franchise fees, continuing fees, buildouts, labor, equipment, or any other expenses associated with any co-brand concept that you might seek to develop at your Store.

C. Development Agreement[1] – (3-Pack Example)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Development Fee	$15,000[2]	Lump sum	On signing of Area Development Agreement	Us
First Franchise Fee	$20,000[3]	Lump sum	On signing of Franchise Agreement	Us
Estimated Initial Investment for your first Store to be developed pursuant to your Area Development Agreement[4]	$301,085 to $384,135	This is the total estimated initial investment to enter into an Area Development Agreement for the right to develop each of the multi-unit offerings we typically offer under our ADA, as well as the costs to open and commence operating your initial Franchised Business for a Traditional Store for the first three (3) months (as described more fully in Chart A of this Item 7). See Note 4.		
TOTAL	**$336,085 to $419,135**			

Notes:

1. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with executing a Development Agreement for the right to own and operate three (3) Franchised Businesses, as well as the initial investment to open your first Franchised Business under your Development Schedule.

2. The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and this Development Fee is for the right to develop a total of three (3) Franchised Businesses (provided you comply with your development obligations under the Development Agreement). Your Development Fee will be calculated as follows: $5,000 per Store you are granted the right to open under your Development Agreement.

3. The reduced Franchise Fees for Stores opened under a Development Agreement (with a minimum of 3 Stores) will be $20,000 for the first Store, and $10,000 for each additional Store thereafter. For each Store, you must sign our then-current form of franchise agreement to govern the operation of that Store.

4. This figure represents the total estimated initial investment required to open the initial Franchised Business you agreed to open and operate under the Development Agreement. You will be required to enter into our then-current form of franchise agreement for the initial Franchised Business you open under your Development Agreement, most likely once you have engaged us for site selection. The range includes all the items outlined in the Chart above in this Item for a Single Traditional or Non-Traditional Store, except for the Initial Franchise Fee defined therein (see Note 3 above for more information regarding the reduced Initial Franchise Fees you will be required to pay in connection with each Franchise Agreement you sign to fulfill your Development Schedule). It does not include any of the costs you will incur in opening any additional Franchised Business(es) that you are granted the right to open and operate under your Development Agreement.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Store according to our standards and specifications, which may regulate, among other things, the types, models, and brands of products, fixtures, furniture, vehicles, furnishings, signs, other equipment and supplies you must use in operating the Store; unauthorized and prohibited products, equipment, and services; inventory requirements; and designated and approved suppliers of products and other items.

Authorized Products and Services. You may offer for sale in the Store only the food, beverage and paper products and food service services that we have approved in writing, as stated in the Manuals. If you operate a Co-Brand Store, you must also offer for sale the products and services that have been approved by your co-brand licensor. You must offer the specific brand and/or product "mix" that we require in the Manuals determined either by percentage of inventory stocked or percentage of your Store's retail space. We may, in our sole discretion, change these specifications periodically, change the authorized products and services at our discretion, and designate specific products or services as optional or mandatory. You must offer all items that we designate as mandatory. You may sell products only in the varieties, forms, and packages that we have approved. If we revoke approval of a previously-approved product that you have been selling, you may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this 30 days if, in our opinion, the continued sale of the product would prove detrimental to our reputation.

We can require that products, supplies, equipment, and services that you purchase for resale or use in your Store: (i) meet specifications that we establish from time to time; and/or (ii) be purchased only from suppliers or service providers that we have expressly approved; and/or (iii) be purchased only from a single source that we designate (which may include us or our affiliates or a buying cooperative we or our affiliates organize). We can impose purchasing restrictions for any reason, including to control the quality and consistency of the merchandise and to facilitate volume-discount pricing arrangements.

We and other affiliates currently are not approved suppliers, though we reserve the right to require you to purchase items from us in the future. None of our officers currently owns an interest in any designated third-party supplier to the franchise network.

We have licensed several regional dairies to manufacture the base mix from which Marble Slab Creamery® brand ice cream is made. These dairies have pledged to use the grade and quality of milk and other ingredients that we specify, thereby ensuring the premium grade quality of our ice cream. You must buy your base mix from a licensed dairy, most likely the one nearest your Store. We may in the future consolidate the manufacture of the base mix into one or more dairies. We also designate by brand name certain of the flavorings and other ingredients you must use in preparing your ice cream and bakery products.

We have an electronic gift card program and you must participate in this program. The gift cards will be available at franchisees' Stores and at certain third party retail locations, such as grocery stores, drug stores, etc. This program may require that you invest in additional equipment and that you incur fees from the gift card processing vendors that we designate. Currently, you must remit to the designated provider the proceeds from your sales of gift cards. The designated provider will hold these funds. When a gift card is redeemed, the provider will pay to the redeeming franchisee the amount of the purchase from the held funds.

We have the right to require you to provide delivery services to your customers. If you do not have adequate staff to provide these delivery services, you may have to hire a third party service that provides this delivery for you. You may incur delivery and other program fees for these services. Currently, we may designate and recommend that you use our approved supplier for third-party delivery services, if and when we authorize or require you to provide delivery services from your Store.

All deliveries of products that you purchase may be made only to your Store. You may not have products delivered to any other address. If you violate this restriction, you agree that we have the right to contact your suppliers and/or distributors to notify them that your deliveries may only be made to the Store. In this event, we will not be liable to you for any damages that may result from our notification to your suppliers and/or distributors. You may not offer for sale any products that you are authorized to sell in your Store at any location other than your Store (except for approved delivery services) or otherwise in compliance with your Franchise Agreement.

We have the right to automatically order and ship to you, and you must timely pay for, "convenience shipments" of certain goods, including inventory and promotional items needed for limited time offers, special promotions, etc. We anticipate that there will be 4 to 6 primary promotions during each calendar year that could involve these automatic shipments. Costs for in-store POP materials and in-store signage are normally paid for through the Marketing Fund while costs for printing of coupons and flyers are normally paid by the franchisee (with these costs counting toward fulfillment of the required local marketing spending requirement). Other costs incurred, which would vary from promotion to promotion, include the cost of ingredients related to the making of promotional products, and any special packaging, wraps or boxes. The amount of these costs will vary based on the volume of sales of the promotional item(s) and duration of the promotion. These costs are a part of a franchisee's normally occurring costs of goods sold and are not expected to be material to a franchisee's operations.

We or our affiliates also may license various paper manufacturers or distributors to produce branded or proprietary paper products that you must purchase for your Store. You must use our designated supplier for the loyalty programs that you are required to offer in connection with the operation of your Store. You must also use designated or approved suppliers for tenant improvements, trade fixtures and architect and engineering services.

To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manuals. We may, at any time, change, delete, or add to any of our specifications or quality standards. These modifications, however, will generally be uniform for all franchisees.

Collectively, the purchases and leases described above are approximately 95% of your overall purchases and leases in establishing the Franchise and 95% of your overall purchases and leases in operating the Franchise.

Approval Process. If you would like to offer products or use any supplies, equipment, or services that we have not approved or to purchase from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. You agree to pay us the reasonable cost of the inspection and our actual cost of testing the proposed product and/or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as is practicable following our evaluation. You will receive our approval or disapproval within 90 days after you have submitted all of the information that we request. If you do not receive our approval within 90 days after submitting all of the information that we request, the request will be deemed disapproved. We reserve the right to re-inspect any approved supplier's facilities and products and to reevaluate any service provider's services and to revoke approval on the supplier's or service provider's failure to meet any of our then-current criteria. If you receive a notice of revocation of approval, you must stop purchasing the formerly-approved product or service or any products or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved products and services as we direct.

Insurance. You must maintain at your expense, in full force and effect throughout the term of the Franchise Agreement, the types of insurance and the minimum policy limits stated in the Manuals.

The current types of insurance and limits of liability for your insurance are as follows:

Commercial General Liability: General Aggregate Each Occurrence	 $2,000,000 $1,000,000
Commercial Property Coverage	100% of replacement cost
Fire Legal Liability	$300,000
Worker's Compensation	Statutory
Hired & Non-Owned Auto	$500,000
Business Auto Policy (if auto licensed to business)	$500,000
Umbrella/Excess Liability	$1,000,000
Business Interruption	12 month actual loss
Deductible, per occurrence (maximum)	$5,000

In determining and modifying these requirements, we agree to use reasonable business judgment and only require insurance and minimum policy limits that are reasonable and customary in the ice cream service industry. The insurance policy or policies must be in effect before you begin construction and/or development of the Store. The insurance policy or policies must protect you, us, our affiliates, and our respective, past, present, and future officers, directors, owners, managers, members, stockholders, affiliates, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage or expense arising out of or occurring on or involving the condition, operation, use, or occupancy of the Store. You must have us named as an additional insured under each policy, except for policies required by statute in your jurisdiction, such as workers' compensation and employer's liability insurance policies. We may require additional types of coverage or increase the required minimum amount of coverage on reasonable notice. On our request or as stated in the Manuals, you must provide us with certificates of insurance evidencing the required coverage. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us. If you fail to obtain and maintain insurance coverage as the Franchise Agreement requires, we have the right, but not the obligation, to obtain the required insurance for you and to charge you for the cost of the insurance plus a reasonable fee for our services in procuring the insurance, which may be debited to your account by electronic debit.

Refurbishing. At our request, which may be made as often as once every five years, and within 90 days after each request, you will refurbish the Store at your expense to conform the decor, trade dress, color schemes, signage, equipment, and presentation of the Marks to our then-current image and specifications. At our direction, refurbishing will include remodeling, redecoration, and other modifications to existing improvements as we deem necessary ("Remodeling"). However, we cannot require you to invest additional capital for Remodeling at a time when the investment cannot in our reasonable judgment be amortized during the remaining term of the Franchise Agreement or the Site Lease, unless the Remodeling is required by the Site Lease or applicable law. We currently estimate that the cost of Remodeling will range from $35,000 to $65,000 (excluding any remodeling or refurbishment work under your Site Lease or pursuant to applicable law).

Computer System. You must purchase the Computer System that meets our specifications, including computer hardware, software, point of purchase system, inventory control system, and network connections. The component parts of the Computer System must be purchased from approved suppliers.

Professional Services. We may require you to engage an approved accountant to provide financial services for your Franchise. The accountant would provide services for the first 12 months' of your Store's operation. We will make this requirement in situations in which your submitted business plan falls outside of our standard metrics for the brand or if you have demonstrated a need for additional financial analysis support before, during or after your attendance at our Initial Training Program, which we will determine in our sole discretion. If we make this requirement, your accountant must be a certified public accountant and 3 references for the accountant verify that the accountant is qualified to assist you.

We also may require you to engage an attorney to review your lease or purchase agreement for the Site and to supply us with reasonable documentation of this review, including a lease abstract and confirmation that the terms in the agreement reflect the terms in any letter of intent between you and the third-party seller or lessor. We will make this requirement in the following situations: the rent amounts under your proposed lease fall outside the target percent range established under our financial model (which you will have received at our Initial Training Program); there are unusual or abnormal riders included in your proposed lease; or, you are entering into a sublease for the Premises with a non-affiliated third party.

Test Products. Periodically, we or a designated supplier will conduct market research and testing to determine consumer trends and the salability of new food or non-food products and services. If we require, you must participate in any market research programs or test marketing of new products and services in your Store, and provide us with timely reports and any other relevant information we request for the market research. You must purchase for your Store a reasonable quantity of the test products, and you must effectively promote and make a reasonable effort to sell test products. The amount that you pay for the test products will not reduce your obligation to pay Advertising Contributions and will not reduce your obligation to conduct local marketing.

We generally test 6 to 18 products, new packaging items and/or equipment during each year. We make every effort to make sure that no store must participate more than 4 times per year (once per quarter). If you participate in one of these tests, you will pay for the cost of the ingredients and the labor required for the test. If the test is for new equipment, you generally will not pay for the cost of the equipment unless and until the equipment is adopted as part of the System. These costs are expected to be immaterial to your operations. Tests typically last 4 to 8 weeks.

Revenue from Purchases. We and our affiliates will not derive revenue or other material consideration from any of your required purchases of equipment, products, and supplies at the present time, but we and our affiliates reserve the right to do so in the future. We may retain any of these rebates or other payments we receive from suppliers. In addition to revenues or other material considerations, we also have the right to request any approved supplier to impose and collect a small fee on certain products to fund charitable contributions and/or partnerships with national non-for-profit organizations. During the 2018 fiscal year, we conducted a rebate program with our outsourced supply chain manager in which we received a rebate on purchases based upon the purchase levels of certain products.

We did not derive revenue or other material consideration from franchisees' required purchases of equipment, products, and supplies during fiscal year 2018.

Cooperatives and Purchase Arrangements. We are not involved in any purchasing or distribution cooperatives. We may, but are not obligated to, negotiate purchase arrangements with suppliers for the benefit of franchisees. We have established a purchasing arrangement with Dawn Food Products, Inc. and Glennco Inc., from which franchisees may purchase dry, frozen and refrigerated food, paper supplies, proprietary printed items, syrups and flavorings, janitorial supplies and the brand of frozen yogurt our Stores serve. We do not receive any rebates or revenues for purchases our franchisees make under this purchasing arrangement.

We do not provide any material benefits to franchisees (for example, renewal or granting additional franchises) based on their purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

	Obligation	Section in agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	FA: Sections 4.2, 5.1(a) and 5.1(b)	Items 7 and 11
b.	Pre-opening purchases/leases	FA: Sections 5.1, 5.4, 5.5, 5.6, 5.8, 5.10, and 5.11	Items 7, 8 and 11
c.	Site development and other pre-opening requirements	FA: Sections 5.1(c) and 5.1(d) ADA: Section 1	Items 7, 8 and 11
d.	Initial and ongoing training	FA: Sections 4.4, 4.5, 4.6, and 5.3	Items 6, 7 and 11
e.	Opening	FA: Section 5.1(d) ADA: Section 3	Item 11
f.	Fees	FA: Sections 3, 4.2, 4.4, 4.6, 4.7, 5.1(I), 5.3, 5.5(C), 5.5(E), 5.8, 5.9, 5.10, 5.11, 5.12(d), 5.12(e), 5.20, 5.21, and 5.25 ADA: Section 2.1	Items 5, 6, 7, 8 and 11
g.	Compliance with standards and policies/Operating Manual	FA: Sections 4.1 and 5.16	Items 7, 8, 11, 13, 14, 15 and 16
h.	Trademarks and proprietary information	FA: Sections 5.12, 5.14, and 5.22	Items 13, 14 and 15
i.	Restrictions on products/services offered	FA: Sections 5.4, 5.5, 5.6 and 5.7	Items 8 and 16

	Obligation	Section in agreement	Disclosure Document Item
j.	Warranty and customer service requirements	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	FA: Section 1.4 and 5.7 ADA: Section 3	Items 1, 5 and 12
l.	Ongoing product/service purchases	FA: Sections 5.4, 5.5, and 5.6	Items 8 and 16
m.	Maintenance, appearance and remodeling requirements	FA: Sections 5.1(f) and 5.1(g)	Items 7, 8 and 11
n.	Insurance	FA: Section 5.11	Items 7 and 8
o.	Advertising	FA: Sections 3.3 and 5.8	Items 6, 7, 8 and 11
p.	Indemnification	FA: Section 5.23 ADA: Section 10.9	Item 6
q.	Owner's participation/ management/staffing	FA: Sections 5.2 and 5.28	Items 11 and 15
r.	Records and reports	FA: Sections 5.5(b), 5.8(e), 5.17, 5.18, and 5.19	Items 6 and 17
s.	Inspections and audits	FA: Sections 4.8, 5.20 and 5.21	Items 6 and 11
t.	Transfer	FA: Section 5.25 ADA: Section 7	Items 6 and 17
u.	Renewal	FA: Section 2.2	Item 17
v.	Post-termination obligations	FA: Section 7 ADA: Section 6.2	Item 17
w.	Non-competition covenants	FA: Section 5.24 ADA: Section 8	Item 17
x.	Dispute resolution	FA: Section 8 ADA: Section 9	Item 17
y.	Other - Guarantee	FA: Section 5.28 ADA: Section 8.4	Item 15

ITEM 10
FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or any part of any financing arrangement of yours.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Our Pre-Opening Obligations

Before you begin operating your Store:

1. Designate Areas. We will designate your Site Selection Area or, if you sign an Area Development Agreement, your Development Area. (Franchise Agreement - Section 1.1; Area Development Agreement - Section 1).

2. Site Selection Assistance. We will provide you with counseling, and assistance that we consider necessary and appropriate. You are solely responsible for locating and selecting a suitable site for the Store. You will be the tenant under your lease. We will not own or lease the premises for you. Within 180 days after the Franchise Agreement's effective date and before entering into any lease or purchase agreement for the site, you must submit to us a submittal package describing details about the proposed site and provide any other information that we reasonably require. We will review your submittal package for your proposed site and determine whether to accept your proposed site. We will conduct an on-site evaluation if we consider it necessary and appropriate as part of our evaluation of your submittal package. If we determine that on-site evaluation is necessary and appropriate (on our own initiative), we will provide the evaluations (up to 2 days unless we agree otherwise) at our own expense, although we reserve the right to charge an additional fee for this service. Generally, we consider the following factors in accepting a store location: high foot traffic, visibility, complementary tenant mix in the shopping center, demographically dense primary retail trade populace, reasonable rent, adequate square footage, proper exposure within the demographic trade area and a retail-oriented shopping center. If we accept the proposed site and you obtain it, we will insert a description of the specific location on Schedule 1 to the Summary Page to the Franchise Agreement. We will accept or reject a site within 20 business days after receiving your complete submittal package. If we fail to give you our decision within 20 business days, the proposed site is deemed to be rejected. If we reject your proposed site, you may propose another site; however, your Store must be open for business within 12 months after we sign the Franchise Agreement. If you fail to meet this deadline for any reason, including your failure to propose a site that we accept, and we do not agree to extend the deadline, we will have the right to terminate your Franchise Agreement. If you sign an Area Development Agreement, we will approve the locations of future Stores based on our then-current standards in each applicable Franchise Agreement. (Franchise Agreement - Sections 4.2 and 5.1; Area Development Agreement – Section 3.1).

3. Approval of Site Lease. Before you make a binding commitment to purchase, lease, or sublease a site, we must approve in writing the proposed lease or purchase agreement or any letter of intent between you and the third-party seller or lessor. If you lease the Site, unless we waive the requirement in writing, you must arrange for the signing of the Lease Rider in the form

that is attached as Appendix B to the Franchise Agreement. You must enter into, and provide us with a fully executed copy of, the purchase agreement and/or site lease and Lease Rider (unless we waive the Lease Rider requirement in writing), as applicable, within the earlier to occur of: (i) 10 days after full execution of the site lease or purchase agreement, as applicable; or (ii) 240 days after the Effective Date of the Franchise Agreement (the "Site Securitization Deadline"). (Franchise Agreement - Section 5.1(b)).

a. If you do not enter into and provide us with a copy of the purchase agreement or Site Lease, as applicable, in accordance with the requirements of the Franchise Agreement on or before the Site Securitization Deadline, so long as you are otherwise in compliance with your obligations under the Franchise Agreement and so long as you are using best efforts to secure a Site and enter into a purchase or lease agreement for the Site, we will grant you one 60-day extension to the Site Securitization Deadline (the "Site Securitization Extension") in exchange for your payment of a $5,000 extension fee (the "60-Day Extension Fee"). The 60-day Extension Fee shall be due and payable to us immediately upon the expiration of the Site Securitization Deadline and we shall have the right to automatically deduct the 60-Day Extension Fee from your account via electronic funds transfer.

4. Plans. We will make available to you at no charge a set of prototype plans and specifications (not for construction) for the Store and for the exterior and interior design and layout. We will provide a list of approved vendors and specifications for equipment, signs, fixtures, and inventory (and the vendors will deliver these items and provide installation, if applicable). We will review your final plans, which we must approve before you begin permitting and construction of your Store. (Franchise Agreement - Section 4.3)

5. Initial Training. We will provide initial training in the System and our policies and procedures to you (or your Operating Principal, if you are an Entity), your initial manager of the Store (the "Manager"), and any other employees that we designate. (Franchise Agreement - Section 4.4)

6. Opening Assistance. Before the opening of the Store and on your written request, we will provide you with initial on-site assistance for up to 5 days at the Store premises and at our expense. (Franchise Agreement - Section 4.5)

7. Manuals. We will furnish you with one copy of, or electronic access to, our Manuals, on loan for as long as the Franchise Agreement or a successor franchise agreement remains in effect. We reserve the right to furnish all or part of the Manuals to you in electronic form and to establish terms of use for access to any restricted portion of our Website. (Franchise Agreement - Section 4.1)

8. Pricing. We are not obligated to provide any assistance in establishing prices.

Time to Open

Franchise Agreement

We estimate that the typical length of time between signing a Franchise Agreement and opening your Store is about 6 to 9 months. Factors affecting this length of time include, among others: ability to select a site and negotiate a satisfactory lease; hiring of the requisite employees; successful completion of initial training; local ordinances or community requirements; delivery of fixtures, equipment, and signs; the availability of inventory; issuance of all necessary licenses, permits and approvals; and procuring required insurance. You must open the Store before the earlier to occur of: (i) 12 months after we sign the Franchise Agreement, or (ii) 120 days after your landlord delivers possession of the site to you (the "Opening Deadline").

If (i) you have entered into a purchase agreement or Site Lease as required under the Franchise Agreement on or before the Site Securitization Deadline, (ii) you have submitted all construction permits for the build-out of your Store to all applicable governing authorities for approval on or before the Opening Deadline, and (iii) you are otherwise in compliance with your obligations under the Franchise Agreement, the Opening Deadline shall be extended for a period of two months. Additionally, if we grant you the Site Securitization Extension, you have paid the 60-Day Extension Fee, and you have entered into a purchase agreement or Site Lease for an accepted Site in accordance with the terms of this Agreement before the expiration of the Site Securitization Extension, the Opening Deadline shall be extended to the date that is 120 days following the earlier to occur of (a) the date on which you enter into the a purchase agreement or Site Lease, or (b) the expiration of the Site Securitization Extension.

Area Development Agreement

If you have entered into an Area Development Agreement (the "ADA") with us to develop multiple Stores, your mandatory Development Schedule will govern and dictate the opening deadline for each Store you are granted the right to open under that agreement. Under certain, limited circumstances, as disclosed in more detail below, you may be eligible to secure one extension to one of your opening deadlines for one of the Stores you are required to open under the ADA (the "ADA Opening Deadline Extension"). Similar to the Site Securitization Extension available under the Franchise Agreement, as disclosed above, you may obtain one ADA Opening Deadline Extension. The ADA Opening Deadline Extension may be granted under one of the two following circumstances:

1. If: (i) you have entered into a purchase agreement or Site Lease for the Store within the time period required under the Franchise Agreement for the Store, (ii) you have submitted all construction permits for the build-out of the Store to all applicable governing authorities for approval on or before the opening deadline set forth in the ADA for such Store, and (iii) you are otherwise in compliance with your obligations under the ADA and the Franchise Agreement for the Store, the opening deadline for that Store under the ADA shall be extended for a period of two months; or

2. If we grant you a Site Securitization Extension under the Franchise Agreement for the Store, you have paid the 60-Day Extension Fee, and you have entered into a purchase agreement or Site Lease for an accepted Site in accordance with the terms of the Franchise Agreement for the Store before the expiration of the Site Securitization Extension, the Opening Deadline for that Store under the ADA shall be extended to the date that is 120 days following the

earlier to occur of (a) the date on which you enter into the a purchase agreement or Site Lease, or (b) the expiration of the Site Securitization Extension.

For clarity, you are only eligible to secure one extension to one of the Opening Deadlines under your ADA Development Schedule during the term of the ADA.

Consequences for Failure to Meet Opening Deadlines

If you fail to open any Store within the prescribed time period described in this Item, except as otherwise disclosed in this Item, we will have the right to terminate the governing Franchise Agreement and, if appropriate, Area Development Agreement.

Ongoing Assistance

During the operation of your Franchise:

1. Additional Training. We may periodically conduct advanced training programs for you, your Operating Principal, your Managers, and/or your employees at our office or another location that we designate. We may provide additional training in person, by webinar, or by any other means, as we determine. This additional training will not exceed two hours per month. (Franchise Agreement - Section 4.6)

2. Marketing. We may from time to time formulate, develop, produce, and conduct marketing or promotional programs in any form and media we determine to be most effective through expenditures from the Marketing Fund. We may make available to you, without charge or at a reasonable cost, approved marketing and promotional materials, including signs, posters, collaterals, etc. that we have prepared. (Franchise Agreement - Sections 4.9(a) and 4.9(b)(ii))

3. Review Marketing. We will review your requests for approval of any promotional materials and marketing you wish to use or produce. If you do not receive our written approval within 10 business days from the date we receive the material, the material is deemed rejected. (Franchise Agreement - Sections 4.9(c) and 5.8(b))

4. Fund Management. We will manage the Fund as described below in this Item. We will prepare an unaudited statement of contributions and expenditures for the Fund and make it available within 60 days after the close of our fiscal year to franchisees who make a written request for a copy. (Franchise Agreement - Section 4.9(b))

5. Review Products and Suppliers. We will review your requests for approval of products, supplies, equipment, or suppliers. (Franchise Agreement - Section 5.5(c))

6. Requested Consulting Services. We will provide you with additional consulting services for the operation of the Store on your reasonable request and subject to the availability of our personnel at a mutually convenient time. We will make available to you information about new developments, techniques, and improvements in the areas of merchandising, marketing, management, operations, and store design. We may provide these additional consulting services through the distribution of printed or filmed material, an Intranet or other electronic forum, meetings or seminars, teleconferences, or in person. If these services are rendered in person other than at our offices, you must pay us a fee and our expenses. (Franchise Agreement - Section 4.7)

7. Manuals Updates. We may amend, modify, or supplement the Manuals at any time, if the amendments, modifications, or supplements will, in our good faith opinion, benefit us or our existing and future franchisees or will otherwise improve the System. You must comply with revised standards and procedures within 30 days after we transmit the updates. (Franchise Agreement - Sections 4.1 and 5.16)

8. Inspections. We may inspect the operation, premises and inventory of the Store and advise you of the results of each inspection. We may retain a third party to conduct these inspections (Franchise Agreement - Section 4.8)

9. Off-Site Events Review. We will review and approve or disapprove your request to offer products at Off-Site Events (as defined in Item 12). (Franchise Agreement – Section 5.7(b))

10. Relocation Review. We will evaluate sites to which you propose to relocate your Store. (Franchise Agreement - Section 5.1(i))

Advertising

General. You must submit to us in writing for our prior approval all sales promotion materials and marketing materials (including internet based or social media marketing) that we have not prepared or previously approved. You must conduct all marketing in a dignified manner and conform to the standards and requirements we specify in the Manuals. We have the final decision on all creative development of marketing and promotional messages. We reserve the right to require you to discontinue the use of any marketing or marketing materials. (Franchise Agreement – Section 5.8(b))

We may from time to time formulate, develop, produce, and conduct, marketing or promotional programs in any form and media we determine to be most effective. We may make available to you, without charge or at a reasonable cost, approved marketing materials, including signs, posters, collaterals, etc. that we have prepared. (Franchise Agreement – Section 4.9(a))

Marketing may be local, regional or national in scope. If we conduct media marketing, we may use social media, direct mail, print, radio, Internet, or television, which may be local, regional, or national in scope. We may produce the marketing materials in-house or employ a local, regional, or national marketing agency. We are not obligated to conduct any advertising or marketing programs within your market. (Franchise Agreement – Section 4.9(b))

Marketing Fund. Your Marketing Fees will be contributed to the Marble Slab Creamery Brand and Marketing Fund (the "Marketing Fund"). We will use your Marketing Fees and any earnings on the Marketing Fund account for any costs associated with marketing (marketing material creation and production), branding (including re-branding), public relations and/or promotional programs and materials, and any other activities we believe would benefit Stores generally, including creation and maintenance of a website; social media marketing, direct mail marketing; market research, including, without limitation, secret shoppers and customer satisfaction surveys; branding studies; employing marketing and/or public relations agencies; purchasing promotional items; conducting and administering promotions, contests, giveaways, public relations events, and community involvement activities; and providing promotional and other marketing materials and services to our franchisees. We have the right to direct all marketing programs, with the final decision over creative concepts, materials, and media used in the programs and their placement. We do not guarantee that you will benefit from the Marketing

Fund in proportion to your contributions to the Marketing Fund. (Franchise Agreement – Section 4.9(b))

We will not use the Marketing Fund for anything whose sole purpose is the marketing of franchises; however, the Marble Slab Creamery website, public relations activities, community involvement activities, and other activities the Marketing Fund supports may contain information about franchising opportunities. (Franchise Agreement – Section 4.9(b))

We do not collect a management fee for administering the marketing fund and we will not use any contributions to the Marketing Fund to defray our general operating expenses, except for reasonable administrative costs and overhead we incur in activities reasonably related to the administration of the Marketing Fund or the management of Marketing Fund-supported programs (including the pro-rata amount of salaries, benefits and travel of our personnel who devote time to Marketing Fund activities and retainers and fees for outside agencies). (Franchise Agreement – Section 4.9(b))

We will, but are not obligated to, establish a segregated or independent fund into which all Marketing Fees will be paid. MSC Fund will administer the Marketing Fund. The Marketing Fund may lend money and incur debt in furtherance of its general purposes. We or one of our affiliates may make or otherwise arrange loans to the Marketing Fund in any year in which the balance of the Marketing Fund is negative and may charge a reasonable rate of interest on the amounts loaned. The amounts loaned to the Marketing Fund will be repaid from future contributions to the Marketing Fund in the year the loan is made or in later years. (Franchise Agreement – Section 4.9(b))

We are not a fiduciary with respect to any Marketing Fees we receive or administer. We will not have an independent audit of the Marketing Fund completed. We will prepare an unaudited statement of contributions and expenditures for the Marketing Fund and make it available within 60 days after the close of our fiscal year to franchisees who make a written request for a copy. (Franchise Agreement – Section 4.9(b))

All franchisees that have been licensed since early 1997 will contribute to the Marketing Fund 2% of their Net Sales. Stores that were operating before the 1997 rate increase must still contribute only 1% of Net Sales to the Marketing Fund, although certain of these Stores have either been renewed or transferred and contribute at the 2% rate. (Franchise Agreement – Section 3.3)

In the fiscal year ended December 31, 2018, the marketing fee contributions were used for the research, creative, development and production of new marketing and promotional materials. The expenditures for 2018 were spent as follows: production (26.8%), media placement (11.6%), administrative (0.4%) and other including market research, marketing collateral, menu boards, web/digital media, gift card program, creative development, photo shoots and related costs, public relations, allocation of salaries of marketing personnel, R&D and marketing tests, customer satisfaction programs, and graphic design costs (61.2%). We have not spent any of the Marketing Fee contributions that we have received for marketing that was primarily a solicitation for the sale of franchisees.

Local Marketing. You must use your best efforts to promote the use of the Marks in your market area. In addition to your grand opening obligation, you must spend annually 2% of your Net Sales on local marketing and promotional activities, which includes social media and other digital marketing costs. Your local spending obligation is in addition to your Marketing Fee. You must participate in marketing and promotional programs that we specify from time to time, at your own expense. We have the right to designate in the Manuals the types of expenditures that will or will not count toward the minimum annual spending requirement. At our request, you must submit appropriate documentation to verify compliance with the minimum local marketing spending obligation. Expenditures that would count toward your minimum local marketing spending obligation will generally include local print advertising, including mailers, fliers and coupons, on-air advertising (cable to radio), costs related to sponsorship of local sports teams (e.g., little league team with logoed tee shirts), participation in local events such as local sporting events, chamber of commerce or other civic events, commissions paid to generate off-premises sales such as cookie cakes or catering events, or other expenditures directly related to driving sales and traffic that occur off-premises. Expenses of product sampling at your Store will not count toward your minimum local marketing spending obligation, as this expense is part of your day-to-day operations. (Franchise Agreement – Section 5.8(a))

Websites. You are not authorized to have a website for your Store unless we otherwise agree in writing. We will provide basic information about your Store on our website. You are not authorized to offer any products for sale through any e-commerce site. You must participate in any on-line menu ordering program we specify and you must only use the service providers we designate or approve in writing. (Franchise Agreement – Section 5.8(d))

Promotional Programs ; Loyalty Programs. You must participate in all mandatory in-Store promotional programs that we offer to franchisees. This participation includes any limited time offers, special offers or coupons that we distribute nationally or locally by e-mail, our web site, social networking sites, direct mail, or other method of distribution. You must follow our guidelines on the acceptance and reimbursement of gift certificates, gift cards, coupons, and other promotional programs we provide in the Manuals or otherwise in writing. You may not allow use of gift certificates, gift cards, or coupons unless we approve or offer them. (Franchise Agreement – Section 5.9)

You must participate in, and offer, any and all loyalty programs we designate in connection with the operation of your Store. We have the right to require you to use our designated suppliers for any and all loyalty programs. You may incur additional costs and expenses in connection with your participation in, and offering of, any loyalty program.

The Marketing Fund normally pays for the POP and in-store signage and you will normally pay for printing of coupons and flyers (with these costs counting toward your minimum local marketing spending obligation). You also will pay for your inventory of the promoted products, which is part of your normal costs of goods sold.

Advertising Cooperatives. We do not require that you join or participate in any organizations or associations of franchisees or advertising or marketing cooperatives.

Franchise Advisory Council. We currently have a franchise advisory council comprised of 6 to 8 franchisees who are appointed by us. Under the bylaws, we also have the right to appoint 3 additional members from our management team. The Ice Cream advertising advisory council acts only in an advisory capacity. We consult with the advisory council when making marketing decisions involving the Marketing Fund. We have the final right of approval/disapproval on all marketing spend and initiatives. We have the right to change or dissolve this advisory council at any time.

Computer/POS Systems

You must purchase and use the Computer System and network connections that we specify from time to time in the Manuals, including computer hardware, software, point of purchase system, inventory control system, and network connections. Your internal network and Computer System must be PCI compliant at all times, and you must be able to demonstrate your PCI compliance upon our request. The specifications for the required Computer System hardware include a personal computer or laptop computer, a Point of Sale Terminal, cash drawer, receipt printer and paper, customer display and credit card swipe (Franchise Agreement – Section 5.10(a)). We estimate that the cost of acquiring the Computer System will range from $2,500 to $5,000. The Computer System will be used for daily functions such as tracking and entering purchase orders and receipts, updating inventory, generating sales reports, inventory management and analysis of financial information relating to the Store. Neither we nor our affiliates act as vendors or suppliers of any hardware or software components. The component parts of the Computer System must be purchased from approved suppliers. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. (Franchise Agreement – Section 5.10(a))

You must maintain an Internet service that allows you an unlimited Internet connection, e-mail and online communication abilities as we require. We have an online ordering system with online payment, which integrates with our current recommended point of sale system. This requires payment from online customers at the time online orders are placed. The third party vendor charges a monthly flat fee of approximately $30 for this service. You also must pay any applicable fees as defined by your chosen merchant processing vendor that processes your online payments. (Franchise Agreement – Section 5.10(d))

You must maintain the Computer System at your expense and must replace, upgrade, or update the Computer System as we require from time to time. (Franchise Agreement – Section 5.10 (b)). We will establish reasonable deadlines for implementation of any changes to our Computer System requirements. The vendor or supplier of the hardware components typically provides ongoing maintenance, repairs, upgrades, or updates, the cost of which varies by vendor. We anticipate that the cost of updating or upgrading the computer hardware and software will not exceed $5,500. The annual cost for software maintenance will range from $1,500 to $4,000.

You must give us unrestricted electronic access (including users IDs and passwords, if necessary) to the Computer System for the purposes of obtaining the information on Net Sales of the Store, auditing and collecting Royalty Fees and Marketing Fees, inventory levels, aged inventory, and cost of goods sold and any other reports we designate. You must permit us to download and transfer data by internet, modem or other electronic means on a real-time basis or as frequently as possible, as we determine. There are no contractual limitations on our right to access data stored in the Computer System. (Franchise Agreement – Section 5.10(c))

You may use the Computer System only for the Store and must use it in accordance with our policies and operational procedures. Your employees must complete all training programs we reasonably require for the proper operation and use of the Computer System. You may not use any other cash registers or computer systems in your Store. (Franchise Agreement – Section 5.10(c))

We also may require you to use proprietary software or to purchase certain software from a designated vendor. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. (Franchise Agreement – Section 5.10(c))

Manuals

The Table of Contents of the Manuals is attached as Exhibit F to this Disclosure Document. As of December 31, 2018, the Single Store Manuals contained 84 pages.

Training

You or your Operating Principal, as applicable, and your Manager(s) must obtain our management certification by personally attending and satisfactorily completing our initial training program to our satisfaction before you open your Store. If space is available, you may bring other representatives to the training session without charge, but we reserve the right to limit attendance to 3 of your representatives in any one session. We also reserve the right to modify which personnel are required to complete our initial training program to our satisfaction. (Franchise Agreement – Sections 4.4 and 5.3(a))

We provide initial training as frequently as we deem necessary at our offices, currently in Atlanta, Georgia, or at any other location that we designate, including other Stores or your Store. We will provide instructors, facilities, and materials for the initial training program at no charge, if all of your personnel are trained during the same training session. We reserve the right to charge a reasonable fee for training persons who are repeating the course or replacing a person who did not pass and for later Managers or employees who attend the course. You are responsible for any travel and living expenses, wages, and other expenses your trainees incur. (Franchise Agreement – Section 4.4)

The initial training program will be provided as soon as practicable after you sign your Franchise Agreement and all fees are paid prior to attending training. The first stage of initial training may include up to 2 days of orientation at our offices, or by phone or webinar on the topics of merchandising, construction, business planning, purchasing, and our new Store checklist. You must attend 5 days of on-the-job training at a designated training location for purposes of practical application of skills taught during classroom training. You also may be required to attend up to 5 additional days of training at our offices. We will conduct between 2 and 5 days of additional initial training at your Store before its opening. (Franchise Agreement – Section 4.4)

Before attending our initial training program, you must attend and satisfactorily complete, at your expense, a certified food safety training course we approve. We also strongly encourage all Managers and Owners to take a cake decorating course we approve.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

As of the date of this Disclosure Document, the initial training program will cover the following areas:

TRAINING PROGRAM

Single Stores

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Welcome, training overview, company history, mission, vision and values	3.0	0	Training Facility in Atlanta, GA or other location
Introduction to Finance: Store economics, Profit & Loss statements, break-even and return on investment	4.0	0	Training Facility in Atlanta, GA or other location
Financial planning, sales trending, budgeting, benchmarks and profitability	3.0	0	Training Facility in Atlanta, GA or other location
Review of Learning Management System	1.0	0	Training Facility in Atlanta, GA or other location
Marketing and local Store marketing: building profitable revenues; Grand Opening process	4.0	0	Training Facility in Atlanta, GA or other location
Store operations: cost controls, labor scheduling, shift management, guest service, handling guest complaints	8.0	0	Training Facility in Atlanta, GA or other location
Payroll services (vendor presentation)	1.0	0	Training Facility in Atlanta, GA or other location
Recruiting, interviewing, selection and training your team	6.0	0	Training Facility in Atlanta, GA or other location
Research and Development	1.0	0	Training Facility in Atlanta, GA or other location
Finance Department: reporting sales, paying royalties & marketing fund, ACH process	.5	0	Training Facility in Atlanta, GA or other location
Building a strong team: coaching, motivating, performance feedback, compliance	1.5	0	Training Facility in Atlanta, GA or other location
Store opening process; Ongoing support; summary of week’s experience	2.0	0	Training Facility in Atlanta, GA or other location
Final knowledge assessment and week review	.5	0	Training Facility in Atlanta, GA or other location

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Welcome, training overview, brand history & philosophy, facility tour	0	1.5	Training Facility in Atlanta, GA or other location
Equipment overview, cleaning and sanitizing standards, product storage	0	1.0	Training Facility in Atlanta, GA or other location
Introduction to menu item assembly, guest service basics	0	3.0	Training Facility in Atlanta, GA or other location
Register procedures	0	1.0	Training Facility in Atlanta, GA or other location
Review Training Checklist	0	.5	Training Facility in Atlanta, GA or other location
Opening procedures: station set up, cleanliness, yogurt machine	0	1.5	Training Facility in Atlanta, GA or other location
Recipe prep	0	1.0	Training Facility in Atlanta, GA or other location
Ice Cream production, recipes, batch freezer cleaning and maintenance	0	3.25	Training Facility in Atlanta, GA or other location
Shift change procedures	0	.5	Training Facility in Atlanta, GA or other location
Shift change – arriving and set up for evening shift	0	1.25	Training Facility in Atlanta, GA or other location
Preparation of dipped waffle cones and waffle bowls	0	.75	Training Facility in Atlanta, GA or other location
Practice front of house duties	0	1.5	Training Facility in Atlanta, GA or other location
Pre-close and closing activities, register reports, cash and deposit procedures	0	1.0	Training Facility in Atlanta, GA or other location
Recipe production: cone batter	0	1.0	Training Facility in Atlanta, GA or other location
Catering procedures	0	1.0	Training Facility in Atlanta, GA or other location

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Shift Management - practice	0	1.0	Training Facility in Atlanta, GA or other location
Food cost and inventory	0	1.75	Training Facility in Atlanta, GA or other location
Pre-close and closing activities, hourly sales analysis, defrost dipping cabinet	0	2.0	Training Facility in Atlanta, GA or other location
Equipment and store cleaning and maintenance (including dipping cabinet and yogurt machines)	0	2.5	Training Facility in Atlanta, GA or other location
Baking: cone and bowl production	0	2.0	Training Facility in Atlanta, GA or other location
Ordering procedures, calculating par levels, checking deliveries	0	1.0	Training Facility in Atlanta, GA or other location
Technical skills assessment	0	1.0	Training Facility in Atlanta, GA or other location
Defrost and clean freezers and refrigeration units	0	1.0	Training Facility in Atlanta, GA or other location
Ice Cream production; cake decoration	0	5.0	Training Facility in Atlanta, GA or other location
Standards and procedures exam and review skills assessment and evaluation	0	2.0	Training Facility in Atlanta, GA or other location

We may make modifications to the above schedules to provide the most current and effective learning opportunity, such as if you operate a Co-Brand Store.

We use handouts, binders, and workbooks as instructional materials in our training programs. Melissa Ellis is GFG Management's Director of Training. She has been with GFG Management since November 2014 and has over 6.5 years of experience in the subject matters taught.

All training attendees must be proficient in English to successfully complete our training program. We will determine what constitutes successful completion of the program. We may waive a portion of the initial training program or alter the training schedule if we determine that you, your Operating Principal, and/or your Manager(s) have sufficient prior experience or training or have previously been trained in one of our affiliate's franchise systems. If you, your Operating Principal, and/or your Manager(s) are unable to successfully complete initial training for any reason, we may terminate your Franchise Agreement and will not refund any initial franchise fees you paid. (Franchise Agreement – Sections 4.4 and 6.1(i))

We may periodically conduct advanced training programs for you, your Operating Principal, your Managers, and/or your employees at our office or another location that we designate. There is no tuition charge for training programs that we require you or your employees to attend, but we may charge you a reasonable fee for optional training programs. We may provide additional training in person, by webinar, or by any other means, as we determine. Additional training will not exceed two hours per month. During all training, you are responsible for any travel and living expenses, wages, and other expenses your trainees incur. We are not currently able to state or estimate the location, duration or frequency of additional training programs as the term of your Franchise Agreement is for 10 years, and we do not currently know all of the market factors that will necessitate additional training in the next 10 years. However, currently all additional training will take place in person at your store, at our office or by CD, DVD or teleconference of the Internet. (Franchise Agreement, Sections 4.6 and 5.3(b))

ITEM 12
TERRITORY

Single Store

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Your Franchise is for the specific site that we approve. You must locate an acceptable site within the non-exclusive Site Selection Area that we specify.

We and our affiliates retain all rights with respect to Stores, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, without providing any compensation to you, including, but not limited to:

(1) the right to establish and operate, and to grant to others the right to establish and operate similar businesses or any other businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(2) the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those products and services provided by Stores, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, the Internet or similar electronic media, any other form of electronic commerce, supermarkets and department stores) on any terms and conditions we deem appropriate (for which we do not have to provide any compensation to you for orders taken within your Territory);

(3) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, under the Marks and on any terms and conditions we deem appropriate;

(4) the right to operate, and to grant others the right to operate, Stores anywhere under any terms and conditions we deem appropriate and regardless of proximity to the Territory;

(5) the right to operate and grant others the right to operate Stores at "Non Traditional Sites" within and outside the Territory on any terms and conditions we deem appropriate. "Non Traditional Sites" are sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including military bases, shopping malls, airports, stadiums, arenas, major industrial or office complexes, hotels, train stations, travel plazas, toll roads, casinos, hospitals, and sports or entertainment venues;

(6) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by Stores, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; and

(7) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Stores, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses.

We may exercise any of the retained rights without compensating you. Although we have the right to do so (as described above), neither we nor our affiliate currently operates, franchises, or have present plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will sell in your Store.

If you are in full compliance with the Franchise Agreement, and subject to the terms of the Franchise Agreement, you may operate temporary outlets for short-term periods at special events away from the Site, such as fairs, sporting events, conventions, etc. ("Off-Site Events"). We reserve the right: (i) to designate specific types of Off-Site Events as approved or prohibited from time to time in the Manual; (ii) to grant exclusive rights to others for specific Off-Site Events; (iii) to impose geographic restrictions on the Off-Site Events at which you can do business; (iv) to impose restrictions on the types of products and services you can offer at Off-Site Events; and (v) to set other standards or policies for Off-Site Events that you must follow. You agree that you have no exclusive rights for any Off-Site Event, regardless of its proximity to your Site, and that we and/or our other franchisees may seek and obtain the right to do business at any Off-Site Event instead of you.

Other Disclosures

As disclosed in Item 1, our affiliates operate various specialty food store brands. We do not anticipate conflicts between our affiliates' specialty food stores and Marble Slab Creamery Stores because each of our affiliates' specialty food stores offers a distinct retail experience and menu that differs from that of Marble Slab Creamery Stores. If conflicts do arise, we and our affiliates will resolve them as we deem appropriate. Because we are under common control with a private equity firm that buys and sells companies on an ongoing basis, our affiliates may operate or franchise specialty food stores and restaurants under different trademarks in the future that may sell goods or services similar to those you will offer at your Marble Slab Creamery Store.

As described in Items 1, 5, and 7 of this Disclosure Document, we may offer you the opportunity to enter into a Satellite Addendum that would grant you the right to offer products from a Satellite at another location within the shopping center, mall, or venue in which your Store is located. If you do not enter into a Satellite Addendum, you do not have any rights to operate any Satellites in addition to your Store. Your right to operate a Satellite, however, will always be subject to the primary landlord's consent and any conditions it imposes. If the landlord withdraws its consent, you must stop operating the Satellite immediately. Except as otherwise provided in the Satellite Addendum, the Franchise Agreement controls your operation of Satellites. You may not begin operating a Satellite until we notify you in writing that it meets our standards and specifications.

You may offer and sell products to off-site catering events and company account programs ("Catering Events"), provided you deliver (and do not engage a major carrier to deliver) products on the same day that they are made and adhere to any other rules that we provide in the Manuals. Sales may not be made as part of a mail order program.

You do not have the right to open additional Stores. You do not have the right to use the Marks or the System at any location other than the site, approved Satellites, Catering Events, or approved Off-Site Events. Specifically, you do not have the right to use the Marks or the System in any wholesale, e-commerce, mail order program, or other channel of distribution not stated in this Item 12. You may, however, offer samples of approved products at or directly in front of your Store or other locations near your Store as your landlord approves.

<u>Relocation</u>

If you would like to relocate your Store, you must receive our written approval. Our approval will not be unreasonably withheld, if (i) you notify us within 120 days prior to the closure of the original Store of your intent to relocate (ii) the new location for the Store premises is satisfactory to us, (iii) your lease, if any, for the new location complies with our then-current requirements, (iv) you comply with our then-current requirements for constructing and furnishing the new location, (v) the new location will not, as determined in our sole discretion, materially and adversely affect the Net Sales of any other Marble Slab Creamery store, (vi) the relocated Store must be open and operating within 120 days from the closure of the original Store (vii) you have fully performed and complied with each provision of this Agreement within the last three years prior to, and as of, the date we consent to such relocation (the "Relocation Request Date"), (viii) no Event of Default (as herein defined), or event which with the giving of notice and/or passage of time would constitute an Event of Default, exists as of the Relocation Request Date, (ix) you have met all of our then-current training requirements and (x) you pay us a relocation fee of $2,000. We reserve the right to terminate this Agreement if you fail to meet any of the above requirements for the relocation, including but not limited to the failure to open the relocated Store within 120 day of the closure of the original Store even if you received our approval to relocate. If you lose your lease, you must secure our approval of another site and enter into a lease for the new approved site within 120 days after you lose your site lease. You must pay us a relocation fee as stated in Item 6.

Your Right of First Refusal

If we decide to establish or grant to another franchisee the right to establish a Store within the same mall or shopping center where your Store is located, we first will notify you in writing of our intention to do so. If you and, if you are an Entity, your Owners are in full compliance with the Franchise Agreement, you will have a right of first refusal to acquire the additional franchise to operate the proposed store on the terms of our then-current form of Franchise Agreement, which may have significantly different terms than your existing franchise agreement. To exercise this right, you must, within 14 days after receiving notice of our intent to establish a new store, notify us in writing of your intent to purchase the new store. At that time, we will provide you with our then-current Franchise Disclosure Document, under which you will purchase the new store. You must sign a Franchise Agreement for the new store within 30 days after receiving our initial notice. If you do not exercise your right of first refusal as described above or you or your Owners are not in full compliance with your Franchise Agreement, we may establish or grant to another franchisee the right to establish a Marble Slab Creamery store within the same shopping mall or center where your Store is located without any compensation to you.

As explained in Item 1, our affiliate MMF previously franchised the operation of and/or operates MaggieMoo's Stores. MMF's principal business address is 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342. We do not maintain physically separate offices or training facilities for MaggieMoo's Stores and Marble Slab Creamery Stores. MaggieMoo's Stores and Marble Slab Creamery Stores currently offer different menus which include some similar goods and they may offer similar goods or services in the future. For example, both offer specialty ice cream. Except as explained below, we will not grant you a territory, and there may be MaggieMoo's Stores located in the same market as Marble Slab Creamery Stores. These MaggieMoo's Stores could be company owned, franchised or both. To the extent there is a conflict between you and us caused by a MaggieMoo's Store or between a Marble Slab Creamery franchisee and a MaggieMoo's franchisee, our management team will attempt to resolve the conflict after taking into account the specific facts of each situation and what is in the best interests of the affected system or systems. However, we are not responsible from resolving conflicts between or among Marble Slab Creamery franchisees, or between or among a Marble Slab Creamery franchisee and a MaggieMoo's franchisee.

Area Development Program

You have no exclusive rights to the Development Area unless you are granted an exclusive Development Area.

In certain circumstances, that you and we will negotiate, we will grant you a protected Development Area under the Area Development Agreement which will depend upon the size of the Development Area. Additionally, we will negotiate an exclusive Development Area if you can prove (to our sole satisfaction) that you have both the financial acumen as well as business operations acumen necessary to succeed in developing multiple Stores. If you are able to establish this and you and we negotiate an exclusive Development Area, and while the Area Development Agreement is in effect, if you open and operate the Stores in accordance with the Development Schedule and the minimum number of Stores that you have open and operating in the Development Area at any given time is not less than the minimum required under the Development Schedule, we will not operate, or license any person other than you to operate, a Store under the Marks and the System within the Development Area. We may exercise all of the rights that we now reserve in the Franchise Agreement (as described above). If you sign an Area

Development Agreement, we will approve the sites of future Stores based on our then-current standards under each applicable Franchise Agreement.

If you do not receive an exclusive Development Area in your Area Development Agreement, the following applies: You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distributions or competitive brands that we control.

If you fail to adhere to the Development Schedule, we may terminate the Area Development Agreement and all of your exclusive territorial rights will be eliminated. We otherwise will not change the size of your Development Area.

You do not have any options, rights of first refusal or similar rights to acquire additional rights under the Area Development Agreement.

ITEM 13
TRADEMARKS

You may use certain Marks in operating your Store. The current principal Marks are:

Mark	Registration Number	Registration Date
MARBLE SLAB CREAMERY	3,217,441	3/13/2007
MARBLE SLAB CREAMERY	2,903,406	11/16/2004
MARBLE SLAB CREAMERY	1,351,081	7/23/1985
	3,217,442	3/13/2007
	2,230,020	3/9/1999

Mark	Registration Number	Registration Date
	2,925,107	2/8/2005
SLABWICH	3,111,858	7/4/2006
ORIGINALITY IN EVERY SCOOP	4,828,511	10/6/2015

Marble Slab Brands has registered these Marks on the Principal Registrar of the U.S. Patent and Trademark Office (the "USPTO").

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court involving the Marks and all required affidavits have been filed. We know of no pending infringement, opposition, or cancellation proceedings, or material litigation involving the Marks. We have filed all of the required affidavits for these marks.

Marble Slab Brands owns all of the Marks and licenses them to us under a Master License Agreement dated March 1, 2007. The current term of the Master License Agreement ends on December 31, 2017, and may be renewed for 4 additional successive 10-year terms if we give Marble Slab Brands 6 months' notice of our intent to renew, we are in compliance with the Master License Agreement and Marble Slab Brands desires to renew the agreement. Marble Slab Brands may terminate the Master License Agreement at any time by giving us 30 days prior written notice. On termination of the Master License Agreement, we must immediately discontinue the use of the Marks and assign to Marble Slab Brands or its designee all of our franchise agreements licensing the use of the Marks, and Marble Slab Brands has agreed to assume, or cause its designee to assume, all obligations under these agreements arising from and after their assignment. The franchisees will continue to operate under the new designee and will not be required to immediately discontinue the use of the Marks. MaggieMoo's Franchise Brands, LLC owns certain design marks that may be used in Stores. MaggieMoo's Franchise Brands, LLC licenses these Marks to Marble Slab Brands under a License Agreement with terms similar to those above. The License Agreement that Marble Slab Brands has with us includes these designs marks.

Other than our license with Marble Slab Brands, there are no agreements currently in effect that significantly limit our right to use the Marks. We are aware of no superior rights or infringing uses that could materially affect the use of the Marks in any state.

You must notify us promptly of any unauthorized use of the Marks of which you have knowledge or of any challenge to the validity of our ownership of or our right to license others to use any of the Marks. We or Marble Slab Brands will take the action, if any, we believe to be appropriate. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Marks, including any settlement. We are entitled to retain all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in any action. You must sign all documents and, render any other assistance we deem necessary to any proceeding or any effort to maintain the continued validity and enforceability of the Marks. We will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party, but we will not indemnify you against the consequences of your use of the Marks unless the use complies with the requirements of the Franchise Agreement and the System.

We have the right, on reasonable notice, to change, discontinue, or substitute for any of the Marks and to adopt new Marks for use with the System without any liability to you. You agree to implement all changes at your own expense within the time we reasonably specify.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We own no rights in, or licenses to, any patents or patent applications.

Except as provided below, we own no rights in, or licenses to, any copyrights. We have not registered any copyrights with the United States Copyright Office. However, we claim copyrights with respect to our marketing materials, training materials, signs, website, the Manuals (which contain our trade secrets), and other materials we periodically develop. We have not registered these copyrights with the United States Copyright Office, but we need not do so at this time to protect them. There are no determinations of the United States Copyright Office or any court regarding any of our copyrights. There are no agreements limiting the use of any of our copyrights. We do not know of any superior prior rights or infringing uses that could materially affect your using the copyrighted materials.

Any copyrights you use in the Franchise belong solely to us or our affiliates. You must notify us promptly of any unauthorized use of our copyrights of which you have knowledge or of any challenge to the validity of our ownership of or our right to license others to use any of our copyrights. We will take the action to protect our copyrights that we believe to be appropriate. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to our copyrights, including, but not limited to, any settlement. We are entitled to retain all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in any action. You must sign all documents and, render all other assistance we deem necessary to any proceeding or any effort to maintain the continued validity and enforceability of the Marks. If we request, you must discontinue the use of the subject matter covered by any copyright used for the Franchise.

Our trade secrets include (among other things) the procedure for processing our ice cream base mix and flavorings into Marble Slab Creamery brand ice cream, the storage and rotation procedures we use to ensure product integrity, and the recipes for our ice cream base mixes. We do not disclose our base mix recipe to you; we disclose the base mix recipe under the protection of a confidentiality agreement only to the dairies that produce the base mix.

During the term of your Franchise Agreement, we may disclose in confidence to you, either orally or in writing, certain trade secrets, know-how, and other confidential information (collectively, "Proprietary Information") relating to the System, our business, or the construction, management, operation, or promotion of the Store. You may not, nor may you permit any person to, use or disclose any Proprietary Information (including any portion of the Manuals) to any other person, except to the extent necessary for your professional advisors and your employees to perform their functions in the operation of the Store. You are liable to us for any unauthorized use or disclosure of Proprietary Information by any employee or other person to whom you disclose Propriety Information. You must take reasonable precautions to protect the Proprietary Information from unauthorized use or disclosure and must implement any systems, procedures, or training programs that we require. You must require anyone who may have access to the Proprietary Information to sign non-disclosure agreements in a form satisfactory to us that identifies us as a third party beneficiary of the covenants with the independent right to enforce the agreement.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Single Store

You must devote your full-time, best efforts to the proper and effective operation of the Store. In addition, your Store must have at least one Manager. If you are an individual, you may serve as the Manager or you may designate a Manager. If you are an Entity, you must designate a Manager and you must appoint an individual owner as your "Operating Principal" who must have authority over all business decisions related to your Store and must have the power to bind you in all dealings with us. Your Operating Principal may serve as your Manager, unless we believe that he or she does not have sufficient experience. At all times that your Store is open for business, it must be under the personal, on-premises supervision of you, your Operating Principal, or a Manager. You or your Operating Principal and your Manager(s) must successfully complete our training program and any other training programs that we require. Except for the requirements that your Manager have sufficient experience and successfully complete our training program, there are no additional limits on whom you may hire as your Manager. You may not permit your Store to be operated, managed, directed, or controlled by any other person without our prior written consent.

You must provide us with written notice of your Operating Principal and Manager at least 90 days before opening your Store and may not change your Operating Principal or Manager without our prior approval.

Your Managers do not have to have an ownership interest in your Entity, but they must sign a confidentiality agreement and a non-compete agreement. Our current form of nondisclosure and non-compete agreement is attached to this Disclosure Document as Exhibit E.

Each individual with direct or indirect ownership interest (including spouses) in your Entity must sign the Payment and Performance Guarantee (the "Guarantee") attached to the Franchise Agreement, assuming and agreeing to discharge all your obligations under the Franchise Agreement and agreeing to comply with the proprietary information, indemnification, covenant not to compete, and assignment provisions of the Franchise Agreement.

Area Development Program

You must devote your full time, best efforts to establishing, operating and promoting the number of Stores specified in the Schedule and to the promotion of the MARBLE SLAB CREAMERY brand. Full time, best efforts will require that you not engage in any other business activities and that you not engage in any activity that would present a conflict of interest with your obligations under your Area Development Agreement.

Each individual with a direct or indirect ownership interest in your Entity must sign the Guarantee attached to the Area Development Agreement assuming and agreeing to discharge all your obligations under the Area Development Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale in the Store only the products and services that we have approved in writing. If you operate a Co-Brand Store, you also may offer for sale the products and services that your Co-Brand Licensor has approved. We may designate specific products or services as optional or mandatory, and there are no limits on our right to do so. You must offer all items that we designate as mandatory. We may change the authorized products and services at our discretion, as well as the items that we designate as mandatory or optional. You may sell products only in the varieties, weights, sizes, forms, and packages that we have approved. You must follow our proprietary recipes and specifications and use only authorized ingredients in the preparation of menu items. You must maintain at all times a sufficient supply of required products to meet the inventory standards we require in the Manuals (or to meet reasonably anticipated customer demand, if we have not provided specific standards). You may not use the premises for the sale or display of items we have not approved, including unapproved items listed in the Manual or third-party solicitations, including information provided by charities or local organizations. If we revoke approval of a previously-approved product that you have been selling, you may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product could pose a hazard to the public or would prove detrimental to our reputation.

We impose no restriction on the retail customers that you may serve at your Store, but you may not sell our products to our other franchisees. You are only permitted to sell products to consumers at retail from your Site, approved Satellites, Catering Events, and certain Off-Site Events that we approve. You agree to purchase materials, supplies, and inventory solely for use in the preparation of products to retail customers, and not for resale or redistribution to any other party, including other franchisees. You may not offer, unless we consent in writing, products or services using the Marks (i) by mail order sales or (ii) on any website on the Internet or any other electronic communication network.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

	Provision	Section in franchise or other agreement	Summary
a.	Length of the franchise term	Section 2.1	10 years from the earlier of the date you (a) actually open your Store, or (b) are required to open your Store under the Franchise Agreement.
b.	Renewal or extension of the term	Section 2.2	One additional 10 year term, if you meet our conditions.
c.	Requirements for you to renew or extend	Section 2.2	You must: • notify us of your intent to renew at least 6 months but no more than 12 months before the expiration of the Initial Term; • sign our then-current form of franchise agreement, which may have materially different terms than your original Franchise Agreement; • refurbish the Store at your expense to our then-current specifications; • sign a general release in favor of us and our affiliates; • you, your Operating Principal, and/or designated employees must complete our then-current training requirements; • secure from your landlord the right to continue operating at the Site and provide us a copy of your lease documents; • have substantially complied with the Franchise Agreement during the term; • not be in default of your Franchise Agreement or any other agreement with us; and • pay us the Successor Fee.
d.	Termination by you	Section 6.6	If we commit a material breach of the Franchise Agreement and we fail to cure the breach or take reasonable steps to begin curing the breach within 60 days after receiving notice from you, you may terminate the Franchise Agreement if you are in full compliance with the Franchise Agreement.
e.	Termination by us without cause	Not applicable	None.
f.	Termination by us with cause	Section 6.2	We can terminate only if you default.

	Provision	Section in franchise or other agreement	Summary
g.	"Cause" defined – curable defaults	Section 6.1	You have: • 10 days to cure the non-payment of any amounts owed to us or our affiliates or your failure to make sufficient funds available to us; • 24 hours to cure non-compliance with any law, regulation or ordinance that results in a threat to the public's health or safety; • 10 days to cure your failure to give us access to information in your Computer System; • 30 days to cure your failure to comply with a vendor's requirements for the marketing and sale of their products after receiving notice from us or the vendor; and • 30 days to cure a failure to comply with any other provision of the Franchise Agreement not described above or in (h) below.
h.	"Cause" defined – non-curable defaults	Section 6.1	You: • fail to pay suppliers and trade creditors a debt exceeding $5,000 for more than 60 days; • make a material misrepresentation to us; • underreport Net Sales by more than 3% twice in a 2-year period or by 5% in any period greater than a month; • fail to permit us to inspect or audit your books and records or the Store or the Site; • fail to timely file reports 3 times in 12 months; • fail to submit a site or fail to obtain acceptance of a site within the required time periods; • fail to provide us with a copy of your Site Lease within 10 days of its signing; • fail to open by the Opening Deadline; • you, your Operating Principal, and/or your Manager(s) fails to satisfactorily complete initial training; • enter into or amend any agreement with a Co-Brand Licensor without our consent; • fail to timely make changes to your Store; • lose possession of the site and fail to timely secure a new accepted site; • fail to timely rebuild your Store after its destruction; • fail to timely reopen your Store after an approved closing; • suspend operations of the Store for 5 or more days without our consent; • misuse the Marks; • disclose Proprietary Information; • offer any unauthorized products or services; • become insolvent or bankrupt; • or any of your Owners or officers or directors is convicted of or pleads nolo contendere to a crime involving moral turpitude or consumer fraud or any

	Provision	Section in franchise or other agreement	Summary
			other crime or offense or engages in any activities that impairs the goodwill associated with the Marks; • or any of your Owners violate any of the transfer provisions of the Franchise Agreement; • or your Owners violate the noncompete covenants of the Franchise Agreement; • default under any other agreement with us or our affiliates if the default would permit the termination of that agreement; • termination or expiration of any franchise agreement between you and a Co-Brand Licensor; • you are in default 3 or more times within any 18-month period; or • fail to attend or participate in 2 or more required franchise conventions, meetings, product shows or demonstrations, and teleconferences during any 12-month period.
i.	Your obligations on termination/non-renewal	Section 7	Pay all amounts due to us or our affiliates; discontinue use of the Marks and the System; return Proprietary Information, Customer Data, and Manuals; close vendor accounts; cancel assumed name registration; transfer telephone number; post office boxes, and directory listings; complete de-identification of the Site; refrain from disclosing Proprietary Information; and comply with noncompete covenants (also see (o) and (r) below).
j.	Assignment of contract by us	Section 4.10	No restriction on our right to assign.
k.	"Transfer" by you – definition	Section 5.25	Includes transfer of the Franchise Agreement, any interest in the Franchise Agreement, the license to use the System and the Marks, the Store or substantially all of the assets of the Store, or an interest in the ownership of the Store (if you are an Entity).
l.	Our approval of transfer by franchisee	Section 5.25	We have the right to approve all transfers.

	Provision	Section in franchise or other agreement	Summary
m.	Conditions for our approval of transfer	Section 5.25	You must: • submit to us the executed copy of the purchase and sale agreement within 10 days of signing; • Provide us with the opportunity to inspect the store and to determine the scope of work that may be required as a condition of transfer; • pay us a non-refundable deposit to review the transfer; • satisfy all of your monetary obligations to us; • not be in default of the Franchise Agreement or any other agreement with us or our affiliates; • sign a general release; • agree to noncompetition provisions; • obtain and provide us with written notice of your landlord's consent to the transfer of your lease; • remain liable for obligations incurred or arising before the transfer; • pay us the Transfer Fee. The new franchisee must: • agree to discharge all of your obligations; • qualify, meet training requirements and sign then-current franchise agreement; • upgrade the Store to our then-current specifications; • covenant to continue to operate the Store under the Marks; • have its owners and their spouses sign our then-current form of personal guarantee.
n.	Our right of first refusal to acquire your business	Section 5.25(g)	We can match any offer for your Store, the Store's assets, or any ownership interest, except for certain transfers to spouses, children, or existing Owners.
o.	Our option to purchase your business	Sections 7.6 and 7.7	We can purchase any or all of the inventory, supplies, equipment, signs, and fixtures related to the operation of your Store after the expiration or termination of your Franchise Agreement for the fair market value of the assets, less any amounts then owing to us. We also have the right to assume your lease or sublease.
p.	Your death or disability	Section 5.25(f)	Executor or representative must transfer your interest to a third party we approve within 120 days.
q.	Non-competition covenants during the term	Section 5.24(a)	You and your Owners may not: be involved in any business that serves ice cream as the primary menu item in the United States ("Competitive Business"); divert customers or potential customers to any Competitive Business; do acts injurious to our goodwill; or use vendor relationships established through your associations with us for any other purpose besides the operation of your Store.

	Provision	Section in franchise or other agreement	Summary
r.	Non-competition covenants after the Franchise Agreement is terminated or expires	Section 5.24(b)	For 2 years after the expiration or termination of your Franchise Agreement, you and your Owners may not be involved in any Competitive Business within a 5 mile radius of your Store or any other Marble Slab Creamery store.
s.	Modification of the agreement	Section 9.2	Except for modifications to the Manuals, no modifications unless agreed to in writing by both parties.
t.	Integration/merger clause	Sections 9.1	Only the terms of the Franchise Agreement or other related written agreements are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	None	Not applicable.
v.	Choice of forum	Section 8.1	You and your Owners must, and we may, bring claims in federal or state courts located in the State of Delaware, subject to state law.
w.	Choice of law	Section 8.2	Delaware law applies, without regard to Delaware conflict-of-laws rules, subject to state law.

AREA DEVELOPMENT AGREEMENT

This table lists certain important provisions of the Development Agreement. You should read these provisions in the agreement attached to this disclosure document.

	Provision	Section in franchise or other agreement	Summary
a.	Length of the franchise term	Section 5	The term expires on the last Opening Deadline under the Development Schedule.
b.	Renewal or extension of the term	Not applicable	Not applicable.
c.	Requirements for you to renew or extend	Not applicable	Not applicable.
d.	Termination by you	Not applicable	Not applicable.
e.	Termination by us without cause	Not applicable	Not applicable.
f.	Termination by us with cause	Section 6.1	We can terminate only if you default (see (g) and (h) below).
g.	"Cause" defined – curable defaults	Not applicable	Not applicable.

	Provision	Section in franchise or other agreement	Summary
h.	"Cause" defined – non-curable defaults	Section 6.1	You fail to timely sign a Franchise Agreement or fail to pay any initial franchise fee owed to us by any Fee Deadline; you fail to have open and operating the minimum number of Stores required by any Opening Deadline; any Franchise Agreement is terminated as a result of your default; or you breach or otherwise fail to comply fully with any provision of the Area Development Agreement or applicable law.
i.	Your obligations on termination/non-renewal	Section 6.2	You will lose your right to develop additional Stores.
j.	Assignment of contract by us	Section 7.1	No restriction on our right to assign.
k.	"Transfer" by you – definition	Section 7.2	Includes transfer of the Area Development Agreement, any interest in the Area Development Agreement, or, if you are an Entity, any interest in the Entity.
l.	Our approval of transfer by you	Section 7.2	We have the right to approve all transfers.
m.	Conditions for our approval of transfer	Section 7.2	We have no obligation to approve any transfer unless you have properly transferred all of your Franchise Agreements to the proposed transferee in accordance with those agreements.
n.	Our right of first refusal to acquire your business	Section 7.2	We have the first right of refusal on all transfers, exercisable within 30 days of receiving all documentation that we require.
o.	Our option to purchase your business	Not applicable	Not applicable.
p.	Your death or disability	Not applicable	We have the right to approve or disapprove any transfer in our sole discretion.
q.	Non-competition covenants during the term	Section 8.1	You and your Owners may not: be involved in any Competitive Business in the United States; divert customers or potential customers to any Competitive Business; do acts injurious to our goodwill; or use vendor relationships established through your associations with us for any other purpose besides the operation of your Store.
r.	Non-competition covenants after the Development Agreement is terminated or expires	Section 8.2	For 2 years after the expiration or termination of your Area Development Agreement, you and your Owners may not be involved in any Competitive Business within a 5 mile radius of your Development Area or any other Marble Slab Creamery store.
s.	Modification of the agreement	Section 10.2	No modifications unless agreed to in writing by both parties.
t.	Integration/merger clause	Section 10.1	Only the terms of the area development agreement or other related written agreements are binding (subject to state law). Any representations or promises made outside the disclosure document and area development agreement may not be enforceable

	Provision	Section in franchise or other agreement	Summary
u.	Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v.	Choice of forum	Section 9.1	You and your Owners must, and we may, bring claims in federal or state courts located in the State of Delaware, subject to state law.
w.	Choice of law	Section 9.2	Delaware law applies, without regard to Delaware conflict-of-laws rules, subject to state law.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our Franchises, but may do so in the future.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

PART I: FINANCIAL INFORMATION FOR SINGLE-BRAND STORES

The data below presents historical revenue and limited expense information for calendar year 2018 for certain Stores.

In the chart below in this Part I, we disclose the average and median Net Sales generated over the 2018 calendar year (the “Measurement Period”) for the 137 Traditional Stores that (a) continuously operated over the entire Measurement Period, and (b) are not co-branded with another concept or supplemented with a Satellite.

In addition to this Net Sales data, the table below in this Part I discloses the average and median of certain costs incurred over the Measurement Period by the 9 Traditional Stores that: (i) met the conditions discussed in subparts (a) and (b) of the prior paragraph; and (ii) reported their respective cost information to us in time for such information to be included in this Item.

	Overall Sample	1-2 Stores	3-5 Stores	>5 Stores
Average Net Sales[1]	$318,420	$301,317	$369,954	$343,445
Median Net Sales	$285,841	$267,646	$396,558	$322,444
Same Store Sales %[2]	-0.51%	0.23%	-3.08%	1.12%
Average of Goods Costs[3]	22.38%	[redacted]	[redacted]	[redacted]
Median Goods Costs	22.16%	[redacted]	[redacted]	[redacted]
Average of Labor Costs[4]	31.61%	[redacted]	[redacted]	[redacted]
Median Labor Costs	29.68%	[redacted]	[redacted]	[redacted]
Average of Rent[5]	13.52%	[redacted]	[redacted]	[redacted]
Median Rent	13.32%	[redacted]	[redacted]	[redacted]
Owner Count[6]	Sales Data: 101	Sales Data: 92	Sales Data: 8	Sales Data: 1
Store Count	Sales Data: 137 COGS and Other Expense Data: 9	Sales Data: 99	Sales Data: 28	Sales Data: 10

For all of the 137 stores reporting Net Sales data in the sample, the top 25% (34 stores) of the stores with the highest annual sales averaged $517,631 in annual sales. The bottom 25% (34 stores) of the stores with the lowest annual sales averaged $176,972 in annual sales. The remaining stores (69 stores) averaged $289,957 in annual sales. Of the 137 stores represented in the sample, 51 stores (37.23%) attained or exceeded the Average Net Sales of $318,420.

The store reporting the highest net sales reported $1,769,446 and the store reporting the lowest net sales reported $116,826. For stores owned by franchisees with either one or two stores, the store reporting the highest net sales reported $1,769,403, and the store reporting the lowest net sales reported $116,826. For stores owned by franchisees with between three and five stores, the store reporting the highest net sales reported $628,909, and the store reporting the lowest net sales reported $158,321. For stores owned by franchisees with five or more stores, the store reporting the highest net sales reported $473,403 and the store reporting the lowest net sales reported $257,214.

Some stores have sold this amount. Your individual results may differ. This is no assurance you will sell as much.

<u>Basis and Assumptions to Part I</u>

Note 1: There were 231 franchise Stores open and operating as of December 31, 2018. Of these, 137 are Traditional Stores that were open the entire calendar year 2018 that were included in the computation. Of the 94 stores that were not included in Part I, 29 were Non-Traditional Stores, 53 were Co-Branded Stores and 32 Stores were not open for the entire 2018 calendar year.

Note 2: The computation for same unit sales includes the 137 locations that were open for the entire calendar year for 2017 and 2018.

Note 3: Costs of Goods Sold includes costs such as the cost of food ingredients used to make finished products, shipping charges, etc. Cost calculations are for periods ending December 31, 2018.

Note 4: Labor Costs may include costs such as salaries and wages for full-time and part-time employees, employer contributions for F.I.C.A. taxes, federal unemployment taxes, state unemployment taxes, workers' compensation, group health insurance, if any, 401(k), if any, wages for contracted labor, expense of "help wanted" ads, employee training expenses, etc. Cost calculations are for periods ending December 31, 2018.

Note 5: Rent may include costs such as flat rent, percentage rent, common area maintenance, depreciation of leasehold improvements, depreciation of fixtures and equipment, real estate commissions, real estate taxes, real estate insurance, utilities, etc. Cost calculations are for periods ending December 31, 2018.

Note 6: A franchisee may be a multi store operator but counted in the 1-2 Store category because of all his or her Stores, only 1 or 2 satisfied all required criteria [applicable to larger store categories also under the same rationale].

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

PART II: FINANCIAL INFORMATION REGARDING CO-BRAND STORES WITH BOTH GREAT AMERICAN COOKIES AND MARBLE SLAB CREAMERY FRANCHISES

The data below presents historical revenue information for calendar year 2018 for certain franchised Co-Brand Stores comprised of both a Great American Cookies franchise and a Marble Slab Creamery franchise (each, a “GAC-MSC Co-Brand Store”).

The sample used to obtain this information includes all franchised GAC-MSC Co-Brand Stores that (a) had been continuously in operation for the entire 2018 calendar year, (b) were not supplemented with a Satellite, and (c) provided us with the presented financial information for the full calendar year 2018 in a timely manner for inclusion in this Item 19.

	Overall Sample	Top Third	Middle Third	Bottom Third
Average Net Sales[1]	$436,765	$614,040	$413,366	$281,512
Median Net Sales	$405,403	$580,167	$405,403	$285,889
Owner Count	37	12	13	16
Store Count	50	17	16	17
Number Above Average Net Sales	20 (40%)	6 (35%)	6 (38%)	9 (53%)

Some stores have sold this amount. Your individual results may differ. This is no assurance you will sell as much.

The data below represents the average Net Sales for Stores that initially commenced operating as either a Great American Cookies or Marble Slab Creamery Store, and subsequently added on the other brand to become a GAC-MSC Co-Brand Store (each an “Add-on Co-Brand Store”), and have been continuously in operation for the 2018 calendar year as a Co-Brand Store. The data breaks down the sales of Add-on Co-Brand Stores by each brand.

	Great American Cookies	Marble Slab	Combined Co-brand
Average Net Sales[2]	$132,658	$278,903	$411,561
Median Net Sales	$103,747	$274,149	$401,752

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

The data below represents the average Net Sales for Stores that initially commenced operating as a GAC-MSC Co-Brand Store (each a “New Co-Brand Store”), and have been continuously in operation for the 2018 calendar year as a Co-Brand Store. The data breaks down the sales of New Co-Brand Stores by each brand.

	Great American Cookies	Marble Slab	Combined Co-Brand
Average Net Sales[3]	$294,432	$207,144	$501,576
Median Net Sales	$270,764	$207,703	$444,731

Basis and Assumptions to Part II of this Item 19

Note 1: There were 85 franchised Great American Cookies-Marble Slab Creamery co-Brand Stores open and operating as of December 31, 2018. Of these, 50 stores are Great American Cookies-Marble Slab Creamery Co-Brand Stores that met the criteria described above and were included in the computation. Of the 35 Great American Cookies-Marble Slab Creamery Co-Brand Stores that were not included in the computation, all 35 Stores were not using the Co-Brand model for the entire calendar year of 2018. The Great American Cookies-Marble Slab Creamery Co-Brand Store reporting the highest net sales reported $1,017,443, and the Great American Cookies-Marble Slab Creamery Co-Brand Store reporting the lowest net sales reported $148,969.

Note 2: Of the 36 Add-on Co-Brand Stores, 16 stores (44%) exceeded the average sales for combined Co-Brand sales, 13 stores (36%) exceeded the average Great American Cookies sales, and 16 stores (44%) exceeded the average Marble Slab Creamery sales. The Add-on Co-Brand Store reporting the highest net sales reported $731,432, and the Add-on Co-Brand Store reporting the lowest net sales reported $148,969.

Note 3: Of the 17 New Co-Brand Stores that have been in operations for at least two fiscal years, three were excluded because they are located in or around college campuses and are not open for the entire calendar year. Of the 14 New-Co-Brand Stores included in the above chart, 6 stores (43%) exceeded the average sales for combined Co-Brand sales, 6 stores (43%) exceeded the average Great American Cookies sales, and 8 stores (57%) exceeded the average Marble Slab Creamery sales. The New Co-Brand Store reporting the highest net sales reported $1,017,443 and the New Co-Brand Store reporting the lowest net sales reported $240,727.

General Notes, Basis and Assumptions to this Item 19

The above data was taken from financial reports submitted by franchisees. We have not audited or verified these financial reports nor have we asked questions of the submitting franchisees to determine whether they are in fact accurate and complete, although we have no information or other reason to believe that they are unreliable. We did not use any reports that were incomplete or for which the information was presented in a manner that prohibited us from applying the information to one of the stated categories.

Sales and costs can vary due to a variety of factors, such as demographics of the Store’s trade area; mall traffic; competition from other Stores in the trade area; visibility; economic conditions in the Store’s trade area; advertising and promotional activities; and the business abilities and efforts of the management of the Store.

There are other expenses in operating a Store that are not identified in the above table. You should conduct an independent investigation of the expenses in operating a Store, and franchisees and former franchisees listed in Exhibits H and I to this Disclosure Document may be one source for obtaining additional information on expenses in operating a Store.

Written substantiation for the financial performance representation will be made available to you on reasonable request.

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Tim Linderman, 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342 (770-514-4696), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System Wide Outlet Summary
For Fiscal Years 2016 to 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	217	222	5
	2017	222	224	2
	2018	224	231	7
Company-Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Outlets	**2016**	**217**	**222**	**5**
	2017	**222**	**224**	**2**
	2018	**224**	**231**	**7**

Table No. 2
Transfers of Outlets from Franchisees to New Owners
For Fiscal Years 2016 to 2018

State	Year	Number of Transfers
Alabama	2016	1
	2017	1
	2018	2
Florida	2016	1
	2017	1

State	Year	Number of Transfers
	2018	1
Mississippi	2016	1
	2017	0
	2018	0
Nevada	2016	0
	2017	0
	2018	1
Oklahoma	2016	0
	2017	1
	2018	0
South Carolina	2016	1
	2017	0
	2018	0
Tennessee	2016	1
	2017	1
	2018	0
Texas	2016	7
	2017	6
	2018	4
Total	**2016**	**12**
	2017	**10**
	2018	**8**

Table No. 3
Status of Franchised Outlets
For Fiscal Years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2016	4	1	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	2018	6	0	0	0	0	0	6
Alaska	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Arkansas	2016	1	1	0	0	0	0	2
	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
California	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Colorado	2016	2	0	0	0	0	2	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Delaware	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Florida	2016	13	1	0	0	0	2	12
	2017	12	0	0	0	0	2	10
	2018	10	0	0	0	0	0	10
Georgia	2016	7	1	0	0	0	0	8
	2017	8	5	0	0	0	1	12
	2018	12	3	0	0	0	1	14
Hawaii	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Illinois	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Indiana	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Iowa	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	1	1
	2018	1	0	0	0	0	0	1
Kansas	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Louisiana	2016	8	0	0	0	0	0	8
	2017	8	1	0	0	0	0	9
	2018	9	2	0	0	0	0	11
Maryland	2016	4	0	0	0	0	1	3
	2017	3	0	0	0	0	2	1
	2018	1	0	0	0	0	0	1
Michigan	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Mississippi	2016	2	1	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2017	3	0	0	0	0	0	3
	2018	3	1	0	0	0	0	4
Missouri	2016	5	1	0	0	0	0	6
	2017	6	1	0	0	0	0	7
	2018	7	0	0	0	0	1	6
Nevada	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	1	1
	2018	1	0	0	0	0	0	1
New Jersey	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	1	0
New York	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	1	1
North Carolina	2016	4	0	0	0	0	1	3
	2017	3	1	0	0	0	1	3
	2018	3	0	0	0	0	0	3
Ohio	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	1	0
Oklahoma	2016	5	0	0	0	0	1	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
Pennsylvania	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
South Carolina	2016	12	0	0	0	0	1	11
	2017	11	0	0	0	0	0	11
	2018	11	2	0	0	0	0	13
Tennessee	2016	14	3	0	0	0	2	15
	2017	15	3	0	0	0	1	14
	2018	14	0	0	0	0	0	14
Texas	2016	117	8	0	0	0	1	124
	2017	124	4	0	0	0	2	126
	2018	126	9	0	0	0	5	130
Virginia	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Utah	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Guam	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Puerto Rico	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Total	**2016**	**217**	**17**	**0**	**0**	**0**	**12**	**222**
	2017	**222**	**14**	**0**	**0**	**0**	**12**	**224**
	2018	**224**	**17**	**0**	**0**	**0**	**10**	**231**

Table No. 4
Status of Company-Owned Outlets
For Fiscal Years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Total	**2016**	**0**	**0**	**0**	**0**	**0**	**0**
	2017	**0**	**0**	**0**	**0**	**0**	**0**
	2018	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings as of December 31, 2018

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Georgia	6	5	0
Louisiana	2	3	0
Alabama	1	1	0
Texas	13	15	0
Total	**22**	**24**	**0**

Current and Former Franchisees

Exhibit H contains the names of all current franchisees and the address and telephone number of each of their Stores.

Exhibit I contains the names, city and state, and the current business telephone number, or, if unknown, the last known home telephone number of the franchisees who had a Store terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under any Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of this Disclosure Document's amended issuance date.

If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Agreements

As a standard practice, when we enter into a Termination and Release Agreement with a former franchisee, we require the former franchisee to agree to maintain all information that the former franchisee has about us confidential. We have entered into these Termination and Release Agreements (including the confidentiality clause) within the past 3 years.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Trademark–Specific Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system. We do currently have an Ice Cream Advisory Council that we created. Questions on the Ice Cream Advisory Council may be directed to Annica Kreider at our principal business address, (770) 514-4528, akreider@gfgmanagement.com.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit J to this Disclosure Document are our audited financial statements the years ending December 31, 2018, 2017 and 2016.

ITEM 22
CONTRACTS

The following sample contracts are included in this Disclosure Document:

Exhibit A	Franchise Agreement
Exhibit B	Area Development Agreement
Exhibit D	General Release
Exhibit E	Non-disclosure and Non-compete Agreement
Exhibit K	Compliance Questionnaire

ITEM 23
RECEIPT

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as the last 2 pages of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

EXHIBIT A
FRANCHISE AGREEMENT
AND STATE-REQUIRED ADDENDA

FRANCHISE AGREEMENT

between

MARBLE SLAB FRANCHISING, LLC

and

____

Marble Slab Creamery Store No.:_______________

SUMMARY PAGE

1. **Effective Date: _________________________**

2. **Franchisee's Name: ____**

3. **Franchisee's State of Organization** *(if applicable):* _______________________________

4. **Ownership of Franchisee: ____**

   If the franchisee is an Entity (as defined in the Agreement), the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Name	Percentage Ownership
_____________________________	______%
_____________________________	______%
_____________________________	______%

5. **Site Selection Area (Section 1.1):** [List State]____________________________________

6. **Type of Co-Brand Store (if applicable) (Recital C and Section 1.1):**

   ☐ Traditional Store (the host Store)

   ☐ Non-Traditional Store (not the host Store)

7. **Type of Store (Section 1.1):**

   ☐ Traditional Store

   ☐ Non-Traditional Store

8. **Branding on Store (Section 1.1):**

   □ Marble Slab Creamery Store

   □ Co-Brand Store

9. **Initial Franchise Fee (Section 3.1): ____**

10. **Operating Principal (Recital F and Section 5.2(a)): ______________________________**

11. **Approved Co-Brand Licensor(s) (Recital C and Section 5.6(a)): ___________________**

____

12. Franchisee's Address for Notices (Section 9.11): ______________________________

____

____

____

____

13. Additional Terms *(if any)* (Section 9.15): ______________________________

____

____

____

Initials: ____________(Marble Slab Franchising, LLC) _________(Franchisee)

Schedule 1 to Summary Page

(to be completed after site selection and acceptance)

1. Site (Section 5.1(a)): ____

____

____

We agree that, effective on the date specified below, the address listed above is hereby accepted by us as the Site pursuant to **Section 5.1(a)** (Site Selection) as applicable, of this Agreement. Initials: ____________(Marble Slab Franchising, LLC) Date: ________________________

TABLE OF CONTENTS

MARBLE SLAB CREAMERY®
FRANCHISE AGREEMENT

THIS AGREEMENT (this **"Agreement"**) is made and entered into as of the date set forth on the Summary Page attached after the cover page of this Agreement (the **"Summary Page"**) hereto (the **"Effective Date"**) (the Summary Page and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) between MARBLE SLAB FRANCHISING, LLC, a Delaware limited liability company with its principal place of business at 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342 (**"Franchisor"**), and the person or entity identified on the Summary Page as the franchisee (**"Franchisee"**) with its principal place of business as set forth on the Summary Page. In this Agreement, **"we," "us,"** and **"our"** refers to Marble Slab Franchising, LLC, the Franchisor. **"You"** and **"your"** refers to the Franchisee.

RECITALS

A. We and our affiliates and predecessors have accumulated knowledge and experience in the food service industry on the basis of which we have developed and will continue to develop a distinctive business format and set of specifications and operating procedures (collectively, the **"System"**) for the operation of specialty ice cream stores under the service mark "Marble Slab Creamery". The distinguishing characteristics of the System include, but are not limited to, our store and satellite designs, layouts, and identification schemes (collectively, the **"Trade Dress"**); our recipes and methods of preparation; our proprietary ice cream, and other ingredients; our specifications for equipment, ingredients, inventory, and accessories; our software and computer programs; and the accumulated experience reflected in our training program, operating procedures, customer service standards methods, and marketing techniques. The Stores feature a superior grade of ice cream that customers can order in combination with nuts, fruit and other mixins that are blended into the ice cream on a chilled marble or granite slab. We change, improve, add to, and further develop the elements of the System from time to time.

B. We identify the stores operating under the System by means of the marks MARBLE SLAB CREAMERY® and certain other trademarks, service marks, trade names, signs, associated designs, artwork, and logos set forth on **Appendix A** hereto (collectively, the **"Marks"**). We may designate for your use other trade names, service marks, and trademarks as Marks from time to time which will also be referred to herein as the **"Marks."**

C. **"Stores"** refers to Stores operating under the System and Marks (**"Stores"**) and include **(i)** Stores located in traditional venues that generally offer a full menu (**"Traditional Stores"**); and **(ii)** non-traditional Stores that are located in other venues that may offer less than the full menu (**"Non-Traditional Stores"**). If you already operate a Traditional Store or a Non-Traditional Store, we also may offer satellites (**"Satellites"**). Satellites may either be operated in conjunction with a Traditional Store or a Non-Traditional Store that is located in close proximity to the Satellite. Unless otherwise noted, **"Stores"** refers to both Traditional Stores and Non-Traditional Stores.

D. **"Stores"** refers to Stores operating under only the Marks and only offering the products of the System as well as Stores co-branded with other food concepts and offering products of other systems. The entities that license or franchise the other concepts and systems in co-branded Stores are referred to as **"Co-Brand Licensors**."

E. We have engaged GFG Management, LLC (**"GFG Management"**) pursuant to a Management Agreement to provide all of the management and administrative services required for you to enjoy the benefits of the System. We may, without your consent, appoint a substitute for GFG Management, including, but not limited to, any of GFG Management's affiliates, to perform such services or perform such services ourselves. We, GFG Management, or our substitute may perform any or all of our duties under this Agreement.

F. If you are a corporation, limited liability company, partnership, or other entity (collectively, an **"Entity"**), all of your owners of a legal and/or beneficial interest in the Entity (the **"Owners"**) are listed on the

Summary Page. If you are an Entity, the individual owner whom you must appoint to have authority over all business decisions related to your business and to have the power to bind you in all dealings with us will be referred to as your **"Operating Principal."**

G. You desire to open and operate a franchised Marble Slab Creamery Store, and we are willing to grant to you a license to open and operate a Store on the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing promises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 <u>Rights Granted</u>.

1.1 <u>Grant of Franchise</u>. Upon the terms and conditions of this Agreement, we grant to you a non-exclusive license (the **"License"**) to operate one Store of the kind specified on the Summary Page using the Marks and the System, which, unless it is a Co-Brand Store, will be devoted exclusively to the business operated under the Marks. Except as expressly provided in **Section 5.7** (Distribution and Off-Site Activities), the Store will be located at a site to be mutually agreed upon, pursuant to **Section 5.1(a)** (the **"Site"**), within the state set forth on the Summary Page (the **"Site Selection Area"**). You have no right to **(i)** sublicense the Marks or the System to any other person or Entity, **(ii)** use the Marks or the System at any location other than the Site, except as expressly provided in **Section 5.7(b)** (Distribution and Off-Site Events), or **(iii)** to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution besides the retail operation of the Store at the Site.

1.2 <u>Acceptance of License</u>. You hereby accept the License and agree to operate the Store according to the provisions of this Agreement for the entire Term, as defined in **Section 2.2**.

1.3 <u>No Exclusivity</u>. YOUR SITE SELECTION AREA IS NOT EXCLUSIVE AND IS ONLY INTENDED TO GIVE YOU A GENERAL INDICATION OF THE AREA WITHIN WHICH YOU SHOULD LOCATE THE SITE FOR YOUR STORE. We and our affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Store. For example, we have the right: **(i)** to establish or license franchises and/or company-owned outlets anywhere selling similar products and providing similar services under the Marks or under names, symbols, or marks other than the Marks; **(ii)** to sell, or license others to sell, products and services through alternative distribution channels, including e-commerce, using the Marks; **(iii)** to advertise, or authorize others to advertise anywhere, using the Marks; **(iv)** to establish or license stores under the Marks, at any location; **(v)** to acquire existing stores and to convert them to the Marble Slab Creamery name and/or operate them under another name, either directly or through licensees; and **(vi)** to be acquired by or merge with other companies.

1.4 <u>Your Right of First Refusal</u>. Notwithstanding **Sections 1.1** and **1.3**, if we decide to establish or grant to another franchisee the right to establish a Marble Slab Creamery Store within the same shopping center or mall in which your Store is located (your **"Refusal Area"**), we first will notify you in writing of our intention to do so.

(a) <u>For Traditional Stores and Non-Traditional Stores</u>. If we intend to grant a Traditional Store or Non-Traditional Store in your Refusal Area to another franchisee and you and, if you are an Entity, your Owners are in full compliance with this Agreement, you will have a right of first refusal to acquire an additional franchise to operate the proposed Store on the terms of our then-current form of Franchise Agreement, which may have significantly different terms than this Agreement. To exercise this right, you must, within 14 days after receiving notice of our intent to establish a new Store, notify us in writing of your intent to purchase the new Store. You must execute a Franchise Agreement for the new Store within 30 days of our notice to you.

(b) **For Satellites**. If we intend to grant a Satellite in your Refusal Area to another franchisee and you and, if you are an Entity, your Owners are in full compliance with this Agreement, you will have a right of first refusal to acquire the right to operate the proposed Satellite on the terms of our then-current Satellite Addendum. To exercise this right, you must, within 14 days after receiving notice of our intent to establish a new Satellite, notify us in writing of your intent to purchase the new Satellite. You must execute a Satellite Addendum (attached as **Appendix D**) and pay us any related Satellite Fees (as specified therein) within 30 days of our notice to you.

(c) **Waiver of Right.** If you do not exercise your right of first refusal as described above or you or your Owners are not in full compliance with the Agreement, we may establish or grant to another franchisee the right to establish a Store or a Satellite within your Refusal Area without any compensation to you.

(d) **Exceptions to Right of First Refusal.** The following non-traditional venues are not included in any right of first refusal you might be granted: grocery, conveniences stores, vending machines, travel plazas, airports, university and college campuses, hospitals and medical centers, sports or entertainment venues, general merchandisers, military or other government owned facilities and any other non-traditional venues or channels of distribution, or complementary site to a different primary business, all of which we reserve for our development, or for which we currently have or later enter into an agreement with a franchisee, developer, or any other third party to exclusively develop stores or distribution points in any of these venues on a regional or nationwide basis. These locations are deemed Special Locations, which are unique sites that we obtain through national or regional arrangements with a Host/Authority under a Master Use and Occupancy Agreement or License Agreement. If a Special Location is offered to you, you are not obligated to accept it; however, your acceptance of the Special Location will require you to sign a sublicense agreement without the ability to negotiate any changes with the Host/Authority. You must comply with all terms, including for example, the payment of all license fees, construction-related fees, and other fees imposed by the Host/Authority.

Section 2 **Initial Term and Successor Term.**

2.1 **Initial Term.** Subject to **Section 2.3**, the initial term (the **"Initial Term"**) of the License begins on the earlier of the date you (a) actually open your Store, or (b) are required to open your Store under this Agreement, and ends ten years from that date, unless this Agreement is terminated sooner as provided in other sections of this Agreement.

2.2 **Successor Term.** Upon the expiration of the Initial Term, if you are in good standing and not in default under this Agreement, you may, at your option, obtain one additional successor term of ten years (the **"Successor Term"**). The Initial Term and the Successor Term are referred collectively in this Agreement as the **"Term"**. You may only exercise this right by:

(a) giving us written notice of your desire to obtain a successor License at least 6, but no more than 12, months before the expiration of the Initial Term;

(b) delivering to us a fully executed franchise agreement on our then-current form of franchise agreement, which you acknowledge may contain terms materially different than those contained in this Agreement, including, but not limited to, higher rates of Royalty Fees and Marketing Fees (as herein defined) and other fees and charges;

(c) refurbishing the Store, at your expense, to conform the decor, color schemes, storefront, signage, and presentation of the Marks to our then-current image and, if necessary, in our sole opinion, to update and replace the equipment, furniture, and fixtures to meet our then-current specifications;

(d) executing a general release, in a form we prescribe, of any and all claims against us, our affiliates, our past, present, and future officers, directors, shareholders, and employees arising out of or relating to your Store;

(e) completing, and having your Operating Principal and/or designated employees complete, all of our then-current training requirements, including any additional training that we may require;

(f) securing the right from your landlord to continue operating at the Site for the remainder of the Successor Term, and providing us a copy of the related leasehold documents;

(g) substantially and timely complying with each provision of this Agreement or any other agreement with us, our affiliates, or your landlord throughout the Initial Term and having no Event of Default (as defined in **Section 6** (Termination and Default)), or event which existence as of the expiration of the Initial Term; and

(h) paying to us the Successor Fee (as defined in **Section 3.4** (Successor Fee)).

2.3 **Term for Co-Brand Stores.** Notwithstanding the foregoing, if you operate a Non-Traditional Co-Brand Store, the length of your Initial Term and Successor Term will correspond to the initial terms and successor terms of the franchise agreements of your Co-Brand Licensors. If you operate a Traditional Store, the Term will be as set forth in **Sections 2.1** and **2.2**.

Section 3 **Fees.**

3.1 **Franchise Fee.** You must pay us an initial franchise fee as set forth on the Summary Page (the **"Franchise Fee"**) upon execution of this Agreement. The initial Franchise Fee is paid in consideration of the rights granted in **Section 1** (Rights Granted) and will be deemed fully earned at the time paid. You acknowledge that we have no obligation to refund the Franchise Fee, in whole or in part, for any reason.

3.2 **Royalty Fee.** You must pay us a royalty fee (the **"Royalty Fee"**) equal to 6% of your Net Sales in consideration of the ongoing right to use the Marks and the System in accordance with this Agreement, and not in exchange for services rendered by us. "**Net Sales**" means all revenue from the sale of all products and services and all other income of every kind related to your business activities under this Agreement, whether evidenced by cash, credit, check, gift certificate, gift cards, script, or other property or services and whether collected or not. If you operate a Co-Brand Store, **"Net Sales"** means all Net Sales derived from the sale of Marble Slab Creamery proprietary products (which may include certain beverages) (**"Marble Slab Sales"**), which we may specify in the Manuals or otherwise in writing, and a proportionate share of Net Sales derived from beverage sales at the Store (**"Beverage Sales"**). The proportionate share of Beverage Sales will be determined by dividing the Marble Slab Sales by the total Net Sales of the Store and multiplying that percentage by the total Beverage Sales. For all Stores, Net Sales does not include **(i)** promotional allowances or rebates paid to you in connection with your purchase of products or supplies and **(ii)** any sales or other taxes that you collect from customers and pay directly to the appropriate taxing authority. In addition, you may not deduct payment provider fees (i.e., bank or credit card company fees and gift card vendor fees) from your Net Sales calculation.

3.3 **Marketing Fee.** You must contribute an amount equal to 2% of your Net Sales (the **"Marketing Fee"**) to the Marble Slab Brand and Marketing Fund (the **"Marketing Fund"**).

3.4 **Successor Fee.** Upon your execution of a successor franchise agreement pursuant to **Section 2.2** (Successor Term), you will pay to us a successor fee (the **"Successor Fee"**) equal to $7,500.

3.5 **Transfer Fee.** If you Transfer (as defined in **Section 5.25(a)** (Definition of Transfer)) your Store or this Agreement, you must pay us a Transfer Fee as defined in **Sections 5.25(c)(ix)**, **5.25(d)**, **5.25(e)**, and **5.25(f)**.

3.6 **Payments of Royalty Fees and Marketing Fees.** Your Royalty Fees and Marketing Fees are due to us and must be reported to us at the times and in the manner that we specify from time to time in the Manuals or otherwise. We currently require you to **(i)** give us access to your Computer System for the purpose of polling your weekly Net Sales; and **(ii)** pay us Royalty Fees and Marketing Fees for the preceding week no later than 8:00 P.M. (Eastern Time) on the Wednesday of the following week. For purpose of this **Section 3.6**, a **"week"** commences at 12:00 A.M. (Eastern Time) on Sunday and ends at 11:59 P.M. (Eastern Time) on Saturday.

3.7 Methods of Payment. You must make all payments to us by the method or methods that we specify from time to time in the Manuals, which may include payment via wire transfer or electronic debit to your bank account. You must furnish us and your bank with all authorizations necessary to effect payment by the methods we specify. We currently require you to make payment of all amounts you owe us by electronic debit from your specified, dedicated checking or savings account, and you must complete and sign the Authorization Agreement for Preauthorized Payments attached as **Appendix C** for that purpose. You must maintain sufficient funds in your account to permit us to withdraw the Royalty Fees, Marketing Fees and any other fees or charges owed to us or our affiliates due from time to time. You may not, under any circumstances, set off, deduct or otherwise withhold any Royalty Fees, Marketing Fees, interest charges, or any other monies payable under this Agreement on grounds of our alleged non-performance of any obligations or for any other reason. If you fail to timely report your Net Sales, or we are otherwise unable to access your Net Sales, we may estimate the amount of fees due make a corresponding withdrawal from your bank account based on our estimate, plus 10% of our estimate. If we underestimate any fees due, you will remain obligated to pay the total amount of fees due. If we overestimate any fees due, we will credit the fees paid against fees due in the next payment period after we receive accurate records regarding your Net Sales. We have the right to set off against any payments that we may owe to you under this Agreement any fees that you or your affiliates owe to us or our affiliates under this Agreement or any other agreement between us or our affiliates and you or your affiliates.

3.8 Interest; Late Fee. If any payment due to us is not received in full by the due date, you agree to pay us daily interest on the amount owed, calculated from the due date until paid, at the rate of 18% per annum (or the maximum rate permitted by law, if less than 18%). You also agree to pay us a late fee in the amount of $25 for each week that a payment is paid after the due date for payment specified in **Section 3.6.** This late fee is subject to increase upon 60 days prior written notice, but will not be increased more than once in any 12 month period.

3.9 Taxes. You are responsible for all taxes, assessments, and government charges levied or assessed on you in connection with your business activities under this Agreement. In addition, as part of the Royalty Fee and Marketing Fee, you will pay to us the amount of any taxes imposed on us or our affiliates (and any taxes imposed on us or our affiliates as a result of such imposition) by federal, state, or local taxing authorities as a result of our receipt of any Royalty Fee or Marketing Fee, not including any tax measured on our income.

Section 4 Our Covenants and Agreements.

We covenant and agree as follows:

4.1 Manuals. We will furnish you with one copy of, or electronic access to, our manuals, on loan for as long as this Agreement or a successor franchise agreement remains in effect (as amended or supplemented, the **"Manuals"**). We reserve the right to furnish all or part of the Manuals to you in electronic form and to establish terms of use for access to any restricted portion of our Website. We may periodically amend the Manuals, in our discretion, by delivering amendments to you, which you agree to follow.

4.2 Site Selection Assistance. We will provide you with site selection guidelines, counseling, and assistance that we consider necessary and appropriate. We will review your submittal package relating to your proposed site for your Store (see Section 5.1(a) (Site Selection)) and determine whether to accept your proposed site for your Store. We will conduct such on-site evaluations as we consider necessary and appropriate as part of our evaluation of your submittal package. If we determine that on-site evaluation is necessary and appropriate (on our own initiative), we will provide such evaluations (to last not more than two days unless we agree otherwise) at our own expense, although we reserve the right to charge an additional fee for this service. It is solely your responsibility to select a suitable site for the Store. YOU ACKNOWLEDGE AND AGREE THAT OUR ACCEPTANCE OF A PROPOSED SITE IS NOT A WARRANTY OR REPRESENTATION OF ANY KIND AS TO THE POTENTIAL SUCCESS OR PROFITABILITY OF YOUR STORE.

4.3 Plans and Specifications. We will make available to you at no charge a set of prototype plans and specifications (not for construction) for the Store and for the exterior and interior design, including counters, display cases, and layout. You must submit plans to us for final written approval prior to obtaining any construction permits or commencing any construction. See **Section 5.1(c)** (Site Construction).

4.4 Initial Training. We will provide initial training in the System and our policies and procedures to you (or your Operating Principal, if you are an Entity), your initial manager of the Store (the "Manager"), and any other employees that we designate. Provided that space is available, you may bring other representatives to the training session without charge, but we reserve the right to limit attendance to three of your representatives in any one session. We will provide initial training at our offices, currently in Atlanta, Georgia, or at any other location that we designate, including other stores. We will provide instructors, facilities, and materials for the initial training program at no charge, provided that all of your personnel are trained during the same training session. We reserve the right to charge a reasonable fee for training persons who are repeating the course or replacing a person who did not pass and for subsequent Managers or employees who attend the course. You are responsible for any travel and living expenses, wages, and other expenses incurred by your trainees. The initial training program will be provided as soon as practicable after the execution and delivery of this Agreement. We may waive a portion of the initial training program or alter the training schedule if we determine that you or your Operating Principal or Manager have sufficient prior experience or training or have previously been trained in one of our affiliate's franchise systems. If you are unable to successfully complete initial training for any reason, we will not refund any initial franchise fees paid by you. We reserve the right to modify the initial training program for Co-Brand Stores. We also reserve the right to modify which personnel are required to complete our initial training program to our satisfaction.

4.5 Opening Assistance. In connection with the opening of the Store and on your written request, we will provide to you, at the Store premises and at our expense, initial on-site assistance for a minimum of two days. We reserve the right to modify opening assistance, or provide no opening assistance, if you are operating a Co-Brand Store hereunder.

4.6 Additional Training. We may periodically conduct advanced training programs for you, your Operating Principal, your Managers, and/or your employees at our office or another location that we designate. There will be no charge for training programs that we require you or your employees to attend, but we may charge you a reasonable fee for optional training programs. We may provide additional training in person, via CD or DVD, via teleconference, via the Internet, or by any other means, as we determine. During all training, you are responsible for any travel and living expenses, wages, and other expenses incurred by your trainees.

4.7 Requested Consulting Services. We will provide to you additional consulting services with respect to the operation of the Store upon your reasonable request and subject to the availability of our personnel. We will make available to you information about new developments, techniques, and improvements in the areas of merchandising, marketing, management, operations, and store design. We may provide such additional consulting services through the distribution of printed or filmed material, an Intranet or other electronic forum, meetings or seminars, teleconferences, or in person. If such services are rendered in person other than at our offices more than twice in any calendar year and are provided at your request, you must pay us, within 15 days after such services are rendered, a service charge equal to the sum of **(i)** the travel and living expenses incurred by our employees or agents rendering such consulting services, plus **(ii)** $300 for each of such employees or agents for each day or partial day services are rendered. We may increase the amount to be charged for such requested consulting services upon 60 days prior written notice, but such fees may not be increased more than once during any six-month period. Such additional consulting services will be rendered at a mutually convenient time.

4.8 Inspections. We may inspect the operation, premises, and inventory of the Store and advise you of the results of each such inspection. If we have not inspected your Store in the past twelve months and you would like to have an inspection performed, you may notify us in writing and we will conduct an inspection within three months after your request.

4.9 Marketing Programs.

(a) Our Marketing Materials. We may periodically formulate, develop, produce, and conduct, at our sole discretion, marketing or promotional programs in such form and media as we determine to be most effective.

(b) Marketing Fund.

(i) Fund Management. We may, but are not obligated to, establish the Marketing Fund, a segregated or independent fund into which all Marketing Fees will be paid. In no event will we be deemed a fiduciary with respect to any Marketing Fees we receive or administer. We are not required to have an independent audit of the Marketing Fund completed. We will prepare an unaudited statement of contributions and expenditures for the Marketing Fund and make it available within 60 days after the close of our fiscal year to franchisees that make a written request for a copy. If any monies in the Marketing Fund remain at the end of a fiscal year, they will carry-over in the Marketing Fund into the next fiscal year.

(ii) Use of Marketing Fees. We may use monies in the Marketing Fund and any earnings on the Marketing Fund account for any costs associated with marketing materials, media placement and production, branding (including rebranding), marketing, public relations and/or promotional programs and materials, and any other activities we believe would benefit Marble Slab Creamery stores generally, including marketing campaigns in various media; creation and maintenance of a website; direct mail marketing; market research, including, without limitation, secret shoppers and customer satisfaction surveys; branding studies; employing marketing and/or public relations agencies; purchasing promotional items; conducting and administering promotions, contests, giveaways, public relations events, and community involvement activities; and providing promotional and other marketing materials and services to our franchisees. We will not use the Marketing Fund for anything whose sole purpose is the marketing of franchises, however, you acknowledge that the Marble Slab Creamery website, public relations activities, community involvement activities, and other activities supported by the Marketing Fund may contain information about franchising opportunities. We will not use any contributions to the Marketing Fund to defray our general operating expenses, except for reasonable administrative costs and overhead we incur in activities reasonably related to the administration of the Marketing Fund or the management of Marketing Fund-supported programs (including the pro-rata amount of salaries, benefits and travel of our personnel who devote time to Marketing Fund activities and retainers and fees for outside agencies). We may use monies in the Marketing Fund to pay for an independent audit of the Marketing Fund. We have the right to direct all marketing programs, with the final decision over creative concepts, materials, and media used in the programs and their placement. We do not guarantee that you will benefit from the Marketing Fund in proportion to your contributions to the Marketing Fund. We, GFG Management, or one of our affiliates may make or otherwise arrange loans to the Marketing Fund in any year in which the balance of the Marketing Fund is negative and may charge a reasonable rate of interest on the amounts loaned. The amounts loaned to the Marketing Fund will be repaid from future contributions to the Marketing Fund in the year the loan is made or in subsequent years.

(iii) Materials Produced. Any sales and other materials produced with Marketing Fund monies will be made available to you without charge or at a reasonable cost. The proceeds of such sales will also be deposited into the Marketing Fund.

(c) Approval of Marketing Materials. We shall review any marketing or promotional programs or materials that you develop.

4.10 Assignment by Franchisor. We may assign this Agreement and all of our rights, duties and obligations hereunder to any person or Entity that we choose in our sole discretion. Upon any such assignment, we will be released from all of our duties and obligations hereunder, and you will look solely to our assignee for the performance of such duties and obligations.

Section 5 Your Covenants and Agreements.

You covenant and agree as follows:

5.1 Sites and Store.

(a) Site Selection. You must locate a site that is reasonably suited for the conduct of the Store. Before entering into any lease or purchase agreement for the site, you must submit a submittal package describing details about the proposed site to us within 180 days after the Effective Date and provide any other information that we reasonably require. You acknowledge that we may refuse to accept a proposed site for any reason. If we accept the proposed site and you obtain it, we will insert a description of the specific location on Schedule 1 to the Summary Page. The address listed on Schedule 1 will be the **"Site"** referred to in this Agreement. A site is not accepted until you have received our acceptance in writing, as indicated by our delivery of the completed and initialed Summary Page.

(b) Site Acquisition. Before you make a binding commitment to purchase, lease, or sublease a site, we must accept the location in writing and approve in writing the proposed lease or purchase agreement or any letter of intent between you and the third-party seller or lessor. If you lease the Site, unless we waive the requirement in writing, you must arrange for the execution of the Lease Rider in the form of **Appendix B** by you and your landlord in connection with any lease or sublease for your Site (**"Site Lease"**) and any other provisions that we may reasonably require. We may require you to engage an attorney to review your Site Lease or purchase agreement for the Site that we have accepted and to supply us with reasonable documentation in connection with such review, including a lease abstract and confirmation that the terms in the agreement reflect the terms in any letter of intent between you and the third-party seller or lessor. You must enter into, and provide us with a fully executed copy of, the purchase agreement and/or Site Lease and Lease Rider (unless we waive the Lease Rider requirement in writing), as applicable, within the earlier to occur of: (i) 10 days after execution of the Site Lease or purchase agreement, as applicable; or (ii) 240 days after the Effective Date (the "**Site Securitization Deadline**"). You must comply with the terms and conditions of your Site Lease. We are not obligated to execute your lease or guarantee a lease for you.

i. If you fail to enter into and provide us with a copy of the purchase agreement or Site Lease, as applicable, in accordance with the requirements of this Agreement on or before the Site Securitization Deadline, provided that you are otherwise in compliance with your obligations under this Agreement and provided that you are using best efforts to secure a Site and enter into a purchase or lease agreement for the Site, we will grant you one 60-day extension to the Site Securitization Deadline (the "**Site Securitization Extension**") in exchange for your payment of a $5,000 extension fee (the "**60-Day Extension Fee**"). The 60-day Extension Fee shall be due and payable to us immediately upon the expiration of the Site Securitization Deadline and we shall have the right to automatically deduct the 60-Day Extension Fee from your account via electronic funds transfer.

(c) Site Construction.

(i) Permits and Licenses. Before beginning any construction, you, at your expense, must obtain all necessary government permits and licenses for the lawful construction and operation of your Store. You must abide by your landlord's rules and guidelines.

(ii) Design Phase. You must, at your expense, adapt for the Site our standard plans and specifications for the exterior and interior design and layout, fixtures, furnishings, signs, and equipment for the Store. You must submit to us for our approval architectural drawings and specifications for the construction of the Store showing all leasehold improvements, interior designs, and elevations (collectively **"Plans"**). You may not begin construction or install any equipment until we give you written approval of the Plans. After we have accepted the final Plans, you may not modify the Plans without our prior written consent. You must employ only architectural and engineering firms that we approve in writing to develop your Plans and to assist with the construction of your Store.

(iii) Construction Phase. You must provide us with written notice identifying your general contractor and you must ensure that the contractor is duly licensed in your jurisdiction and adequately insured. You must notify us in writing promptly when construction begins and must maintain continuous construction until the Store is completed. You agree to complete the construction of your Store in accordance with the approved Plans at your expense. We, our employees, and our agents may inspect the construction at all reasonable times. After completion of construction, you must promptly obtain a certificate of occupancy and provide a copy of the certificate to us.

(d) Opening Deadline. You must complete construction of and open your Store for business before the earlier to occur of: (i) 120 days after possession of the Site is delivered to you by your landlord, or (ii) 12 months after the Effective Date, unless we grant you an extension in writing (the "**Opening Deadline**"). You may not open the Store until you have received our written approval, which we will not provide until we have viewed the certificate of occupancy and confirmed that you have complied with the Plans. You must open the Store for business to the public within 10 days from the date we give our written approval. Time is of the essence in constructing the premises for and opening the Store.

i. Notwithstanding the foregoing, if:

1. you have entered into a purchase agreement or Site Lease as required under this Agreement on or before the Site Securitization Deadline, (ii) you have submitted all construction permits for the build-out of your Store to all applicable governing authorities for approval on or before the Opening Deadline, and (iii) you are otherwise in compliance with your obligations under this Agreement, the Opening Deadline shall be extended for a period of two months.

2. we grant you the Site Securitization Extension, you have paid the 60-Day Extension Fee, and you have entered into a purchase agreement or Site Lease for an accepted Site in accordance with the terms of this Agreement prior to the expiration of the Site Securitization Extension, the Opening Deadline shall be extended to the date that is 120 days following the earlier to occur of (a) the date on which you enter into the a purchase agreement or Site Lease, or (b) the expiration of the Site Securitization Extension.

(e) Operation of the Store. You may not use the Site for any purpose other than the operation of a Store in compliance with the System and the Manuals, except if the Store is a Co-Brand Franchise, you may use the Site for the operation of the approved Co-Brand Licensor's franchise in compliance with its system and manuals. You may not lease, sublease, or assign the Site Lease for all or any portion of the Site, without our prior written consent. You must keep the Store open for business to the public at least during the hours we prescribe from time to time in the Manuals or otherwise approve, unless prohibited by applicable law or by the Site Lease (if any) for the Store premises or unless different hours are prescribed by the Site Lease.

(f) **Upkeep of the Store.** You must keep the exterior and interior of your Store and all fixtures, furnishings, signs, and equipment in the highest degree of cleanliness, orderliness, sanitation, and repair in accordance with the Manuals. You may not make any material alteration, addition, replacement, or improvement to your Store, including to the fixtures, furnishings, signs, and equipment, without our prior written consent.

(g) **Refurbishing.** At our request, which may be made as often as once every five years, and within 90 days after each such request, you will refurbish the Store at your expense to conform the decor, Trade Dress, color schemes, signage, equipment, and presentation of the Marks to our then-current image and specifications. At our direction, such refurbishing will include remodeling, redecoration, and other modifications to existing improvements as we deem necessary. Notwithstanding the foregoing, we cannot require you to invest additional capital at a time when the investment cannot in our reasonable judgment be amortized during the remaining term of this Agreement or the Site Lease (including any and all renewal terms); provided, however, there is no limit on the additional capital required if the refurbishment or remodeling work is required under the terms of the Site Lease or pursuant to applicable law.

(h) **Closing.** If the financial statements that you provide us pursuant to this Agreement demonstrate that your Store has been operating at a loss for a period of 12 consecutive months, you may close the Store at the Site, provided that you relocate and reopen the Store pursuant to **Section 5.1(i)** within 120 days after the date that you close the Store.

(i) **Relocation.** You may not relocate the Store without our prior written consent. Such approval will not be unreasonably withheld, provided that **(i)** you notify us within 120 days prior to the relocation date and prior to the closure of the original Store **(ii)** the new location for the Store premises is satisfactory to us, **(iii)** your lease, if any, for the new location complies with our then-current requirements, **(iv)** you comply with our then-current requirements for constructing and furnishing the new location, **(v)** the new location will not, as determined in our sole discretion, materially and adversely affect the Net Sales of any other Marble Slab Creamery store, **(vi)** the relocated Store must be open and operating within 120 days from the closure of the original store **(vii)** you have fully performed and complied with each provision of this Agreement within the last three years prior to, and as of, the date we consent to such relocation (the **"Relocation Request Date"**), **(viii)** no Event of Default (as herein defined), or event which with the giving of notice and/or passage of time would constitute an Event of Default, exists as of the Relocation Request Date, **(ix)** you have met all of our then-current training requirements and (x) you pay us a relocation fee of $2,000. We reserve the right to terminate this Agreement if you fail to meet any of the above requirements for the relocation, including but not limited to the failure to reopen the relocated Store within 120 day of the closure of the original Store even if you received our approval to relocate. If you lose the Site Lease, you must secure our approval of another site and enter into a lease for the new approved site within 120 days. You agree to pay us a relocation charge, not to exceed our reasonable costs incurred in evaluating the proposed new Site, whether or not the new Site is approved. We reserve the right to terminate this Agreement if you fail to secure a new approved site within 120 days after you lose the Site Lease.

5.2 **Management Supervision.**

(a) **Operating Principal and Manager.** You will devote your full time, best efforts to the proper and effective operation of the Store. In addition, your Store must have at least one Manager. If you are an individual, you may serve as the Manager or you may designate a Manager. If you are an Entity, you must designate a Manager and you must appoint an individual owner as your **"Operating Principal"** who must have authority over all business decisions related to your Store and must have the power to bind you in all dealings with us. Your Operating Principal may serve as your Manager, unless we believe that he or she does not have sufficient experience. You must provide us with written notice of your Operating Principal and Manager(s) at least 90 days prior to opening and may not change your Operating Principal and Manager(s) without our prior written approval. You or your Operating Principal and your Manager(s) must successfully complete our training program and any other training programs that we may require.

(b) Store Management. At all times that your Store is open for business, it must be under the personal, on-premises supervision of either you, your Operating Principal, or a Manager. You may not permit your Store to be operated, managed, directed, or controlled by any other person without our prior written consent.

5.3 Training.

(a) Initial Training. Prior to opening the Store, you or your Operating Principal, as applicable, and your Manager(s) must obtain our management certification (**"Certification"**) by personally attending and satisfactorily completing the initial training programs described in **Section 4.4** (Initial Training). Each subsequent Operating Principal or Manager must obtain Certification unless we otherwise agree in writing.

(b) Additional Training. In addition to initial training, you or your Operating Principal, as applicable, your Manager(s), and your employees will attend and satisfactorily complete such other training programs as we may require from time to time after your begin operations. If, in our sole judgment, you fail to maintain the quality and service standards set forth in the Manuals, we may, in addition to all of our other rights and remedies, assign trainers to the Store to retrain Store employees and restore service levels. In such instances you will pay to us our actual costs and expenses for each such trainer so assigned to the Store, including without limitation travel and living expenses, within ten days after invoice.

5.4 Products and Services You May Offer. You may offer for sale in the Store only the products and services that we have approved in writing. If you operate a Co-Brand Store, you may also offer for sale the products and services that have been approved by your Co-Brand Licensors. We may designate specific products or services as optional or mandatory. You must offer all items that we designate as mandatory. We may change the authorized products and services at our discretion, as well as the items that we designate as mandatory or optional. You may sell products only in the varieties, weights, sizes, forms, and packages that we have approved. You must follow our proprietary recipes and specifications and use only authorized ingredients in the preparation of menu items. You must maintain at all times a sufficient supply of required products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards). You may not use the premises for the sale or display of items not approved by us, including unapproved items listed in the Manual or third-party solicitations, including information provided by charities or local organizations. If we revoke approval of a previously-approved product that you have been selling, you may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product could pose a hazard to the public or would prove detrimental to our reputation.

5.5 Products, Supplies, and Equipment.

(a) Purchases. You agree that all food and non-food products, ingredients, supplies, equipment, and services that you purchase for resale or use in your Store will: **(i)** meet specifications that we establish from time to time; **(ii)** be of a certain brand; **(iii)** be purchased only from suppliers or service providers that we have expressly approved (which may include us or our affiliates or a buying cooperative organized by us or our affiliates); and/or **(iv)** be purchased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates). To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manuals. We have and reserve the right to receive compensation or other consideration from approved suppliers and service providers based on our or our franchisees' purchases from these suppliers and on our designating the supplier as an approved supplier even if these suppliers include these fees in their prices to us or our franchisees.

(b) Supplier Information. You must, upon our request, supply us with a written report of your purchases from each supplier for the preceding fiscal year. You acknowledge that we have the right to contact your suppliers directly to obtain information about your purchases and your account with them and you agree to execute any agreements that we require to evidence this right.

(c) <u>Approval Process</u>. If you would like to offer products or use any supplies, equipment, or services that we have not approved or to purchase from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. In general, we will not charge a fee for reviewing your requests for approval of alternate products, supplies, equipment, or services or reviewing a supplier that we have not previously approved; however, if we notify you in advance that we will charge a fee for the evaluation, you agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. We reserve the right to reinspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider and to revoke approval upon the supplier or service provider's failure to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing products or services from the disapproved supplier or service provider and, in the case of revocation based on failure of products to meet our standards, you agree to dispose of your remaining inventory of the disapproved supplier's products as we direct.

(d) <u>Sales Only In Compliance With This Agreement</u>. You agree that all deliveries of your products will be made only to the Store. You may not have products delivered to any other address. You may not offer for sale any products that you are authorized to sell under this Agreement at any address other than at your Store or otherwise in compliance with this Agreement. If you violate this restriction, you agree that we have the right to contact your suppliers and/or distributors to notify them that your deliveries may only be made to the Store. In this event, we will not be liable to you for any damages that may result from our notification to your suppliers and/or distributors.

(e) <u>Convenience Shipping</u>. You agree that we have the right to automatically order and ship to you, and you agree to timely pay for, "convenience shipments" of certain goods, including but not limited to inventory and promotional items needed for limited time offers, special promotions, etc.

5.6 <u>Co-Brand Stores</u>. If you wish to operate a Co-Brand Store with a Co-Brand Licensor that is not an affiliate of ours, you must submit to us any information about your proposed Co-Brand Licensor(s) that we request, including, without limitation, **(i)** any existing agreements you have with them relating to an existing store that you operate in their franchise system, **(ii)** any proposed agreements that you desire to enter into with your Co-Brand Licensor(s) relating to the operation of their concepts in conjunction with one of our Stores, and **(iii)** any proposed modifications to the agreements that we have reviewed over the course of the Term. Before you enter into any agreements with a proposed Co-Brand Licensor relating to a Co-Brand Store, you must receive our approval in writing of each proposed Co-Brand Licensor and each proposed agreement. We may withhold our approval for any reason, in our sole discretion. We may require your Co-Brand Licensor to be one of our affiliates.

5.7 <u>Distribution and Off-Site Activities</u>.

(a) <u>Generally</u>. Except as provided in this **Section 5.7**, you may not make any sales of products or services outside of the Store or use vendor relationships that you establish through your association with us for any other purpose besides the operation of the Store, unless we consent in writing. You may, however, offer samples of approved products at or directly in front of your Store or other locations near your Store as approved by your landlord. You agree to purchase materials, supplies, and inventory solely for use in the preparation of products to retail customers, and not for resale or redistribution to any other party, including other franchisees. You may not offer, unless we consent in writing, products or services in connection with the Marks **(i)** via mail order sales or **(ii)** on any website on the Internet or any other electronic communication network.

(b) Off-Site Events. Provided that you are in full compliance with this Agreement, and subject to the terms of this **Section 5.7**, you may operate temporary outlets for short-term periods at special events away from the Site, such as fairs, sporting events, conventions, etc. (**"Off-Site Events"**). We reserve the right: **(i)** to designate specific types of Off-Site Events as approved or prohibited from time to time in the Manual; **(ii)** to grant exclusive rights to others for specific Off-Site Events; **(iii)** to impose geographic restrictions on the Off-Site Events at which you can do business; **(iv)** to impose restrictions on the types of products and services you can offer at Off-Site Events; and **(v)** to set other standards or policies for Off-Site Events that you must follow. You acknowledge that you have no exclusive rights for any Off-Site Event, regardless of its proximity to the Site, and that we and/or our other franchisees may seek and obtain the right to do business at any Off-Site Event instead of you. Any business that you conduct at an Off-Site Event is subject to all applicable provisions of this Agreement, including, but not limited to, **Section 3** (Fees), **Section 5.12** (Intellectual Property), **Section 5.17** (Bookkeeping and Records), and **Section 5.23** (Indemnification).

(c) Catering. You may offer and sell products to off-site catering events and company account programs (collectively, **"Catering Events"**), provided you deliver (and do not engage a major carrier to deliver) products on the same day that they are made and adhere to any other rules that we set forth in the Manuals. Sales may not be made as part of a mail order program.

(d) Add-On Satellite. In addition to operating your Store, we may offer you the opportunity to enter into a Franchise Agreement addendum (a **"Satellite Addendum"**) which would grant you the right, in consideration for an additional satellite fee, to offer products from a Satellite at another location within the shopping center, mall, or venue in which your Store is located. We do not consider a temporary, promotional holiday display case or decorating table to be a Satellite, but you must obtain our written approval to operate one. If you operate a Traditional Store and obtain the right in a Satellite Addendum to operate a Satellite in the same shopping center, mall, or venue, your existing Traditional Store may supply the Satellite with products. If you do not enter into a Satellite Addendum, you do not have any rights to operate any Satellites in addition to your Store.

5.8 Marketing.

(a) Local Marketing. You must spend annually a minimum of 2% of your Net Sales on local marketing and promotional activities, which includes social media and other digital marketing costs. You must participate in such marketing and promotional programs, including but not limited to limited time offers, that we may specify from time to time, at your own expense. This participation includes any special offers or coupons that we distribute nationally or locally by e-mail, our web site, social networking sites, direct mail, or other method of distribution. You must use your best efforts to promote the use of the Marks in your market area. Your local spending obligation is in addition to your Marketing Fee. We have the right to designate in the Manuals the types of expenditures that will or will not count toward the minimum annual spending requirement. At our request, you must submit appropriate documentation to verify compliance with the minimum local advertising spending obligation. The programs that constitute local marketing will be determined by us in our reasonable discretion.

(b) Approval of Marketing Materials. You must submit to us in writing for our prior approval all sales promotion materials and marketing materials that have not been prepared by or previously approved by us that use any of the Marks, in whole or in part. If our written approval is not received within ten business days from the date we received the material, the material is deemed disapproved. You agree to conduct all marketing in a dignified manner and to conform to the standards and requirements we specify in the Manuals. We may make available to you for you to purchase approved marketing and promotional materials, including signs, posters, collaterals, etc. that we have prepared. We will have the final decision on all creative development of marketing and promotional messages. We reserve the right to require you to discontinue the use of any marketing materials.

(c) Grand Opening Marketing. In connection with the opening of the Store, you must spend a minimum of $5,000 for grand opening marketing and promotion in the two weeks prior to opening the Store and the six weeks after opening the Store in accordance with a plan that you must submit to us. We have the right to modify your grand opening plan, in our sole discretion. No amount paid by you for your grand opening will be credited toward any of your other marketing obligations. You must provide us with supporting documentation evidencing these expenditures upon request. We reserve the right to collect this grand opening marketing and promotion amount when you sign your Franchise Agreement. If we collect this fee (rather than having you spend this amount directly with third party suppliers), we will either: 1. reimburse you for your documented grand opening marketing expenditures that we have pre-approved, up to the $5,000; or 2. directly pay your vendors for your grand opening marketing expenditures that we have pre-approved, up to the $5,000.

(d) **Websites.** You are not authorized to have a website for your Store. We will provide basic information about your Store on our website. You must participate in any on-line menu ordering program we specify, which may include listing menu offerings on third party websites in the form and manner we specify or approve, and you must only use the service providers we designate or approve in writing in connection with your participation in any such on-line menu ordering program.

(e) **Test Marketing.** Periodically, we or a supplier that we designate will conduct market research and testing to determine consumer trends and the salability of new food or non-food products and services. If we request, you must participate in any market research programs or test marketing of new products and services that we designate in your Store, and provide us with timely reports and any other relevant information we request for the market research. You must purchase for your Store a reasonable quantity of the test products, and you must effectively promote and make a reasonable effort to sell test products.

5.9 **Participation in System-wide Programs and Conferences.**

(a) **Promotional Programs.** You must participate in all mandatory in-Store promotional programs that we offer to franchisees. You will follow our guidelines concerning the acceptance and reimbursement of gift certificates, gift cards, coupons and other promotional programs as we set forth from time to time in the Manuals or otherwise in writing. You will not allow use of gift certificates or gift cards unless offered by us or approved by us. You will not use coupons unless provided by us, approved by us in advance, previously approved by us or prepared and offered in accordance with the guidelines coupons set forth in the Manuals. You must participate in, and offer, any and all loyalty programs we designate in connection with the operation of your Store. We have the right to require you to use our designated suppliers for any and all loyalty programs. You may incur additional costs and expenses in connection with your participation in, and offering of, any loyalty program.

(b) **Conferences.** You, your Operating Principal, your Managers, or any of your representatives that we designate must attend franchise conventions, meetings, and teleconferences that we may require periodically in the Manuals or otherwise in writing. We, in our sole discretion, will designate the time and place of any meetings, which may be held in-person or remotely via teleconference or web seminar. We will be responsible for all costs related to arranging meetings and providing meeting materials and we may charge you an attendance fee for this. In addition, you are responsible for arranging and paying for travel and living expenses that you and/or your representatives incur.

(c) **Delivery Services.** If we require, you must provide delivery services within a reasonable distance from your Store. You must provide these delivery services in accordance with the terms in the Manuals and this Agreement.

5.10 **Computer System and Software.**

(a) **Mandatory Use.** You must purchase and use the computer hardware, software, point of purchase system, inventory control system, and network connections (collectively, the **"Computer System"**) that we specify periodically in the Manuals to enter and track purchase orders and receipts, update inventory, generate sales reports and analysis relating to the Store, and provide other services relating to the operation of the Store.

(b) **<u>Replacements, Upgrades or Updates</u>.** You must maintain the Computer System at your expense and you must replace, upgrade, and/or update the Computer System at your expense as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Computer System requirements. The Computer System vendors and suppliers typically provide ongoing maintenance, repairs, upgrades and/or updates, the cost of which varies by vendor. You are responsible for all such costs and expenses. In connection with such replacement, upgrade or update, we agree that we will not obligate you to invest more than $7,500 in any one year, nor more than $15,000 in total, on any Computer System, with the understanding that these amounts do not include service and support or related connection fees, which are not subject to limitation.

(c) **<u>Your Use of the Computer System</u>.** You agree: **(i)** that your Computer System will be dedicated exclusively for business uses relating to the operation of the Store or the Co-Brand Store, as applicable; **(ii)** to use the Computer System in accordance with our policies and operational procedures; **(iii)** to transmit financial and operating data to us as required by the Manuals; **(iv)** to do all things necessary to give us unrestricted, independent access to the Computer System at all times (including users IDs and passwords, if necessary) so that we may independently download and transfer data via a modem or other electronic means that we specify on a real-time basis or as frequently as possible, as we designate, including, without limitation, for the purposes of obtaining information on financial performance (including net sales) of the Store, auditing purposes, collection of Royalty Fees and Marketing Fees, inventory levels, aged inventory and the costs of goods sold and any other reports we designate; **(v)** to maintain the Computer System in good working order at your own expense; **(vi)** to ensure that your employees are adequately trained in the use of the Computer System and our related policies and procedures; and **(vii)** not to load or permit any unauthorized programs or games on the Computer System. You must participate in any online ordering system we designate at your sole cost and expense, including an online ordering system that integrates with the Computer System, including the capability of providing and accepting payments electronically at the time the customer order is placed. Without limiting the foregoing, you will be responsible for paying any and all fees required by any designated or approved vendors, including merchant processing vendors. You acknowledge and agree that there are no contractual limitations on our right to access data stored in the Computer System. Your employees must complete any and all training programs we reasonably require for the proper operation and use of the Computer System in accordance with **Section 5.3** (Training) above. You may not use any other computer system or cash registers in connection with the operation of your Store. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require. You also must comply with all laws and payment card provider standards relating to the security of the Computer System, including, without limitation, the Payment Card Industry Data Security Standards ("PCI Standards") at all times during the term. You must be able to demonstrate such compliance to our satisfaction, immediately following your receipt of a written request from us. You may not use any other cash registers or computer systems in your Store, unless we agree otherwise in writing.

(d) **<u>Internet Access and E-Mail</u>.** You must maintain an Internet service that allows you an unlimited Internet connection, e-mail and online communication abilities as we require. You must dedicate a high-speed broadband or frame relay connection for the sole purpose of supporting your computer system. We must approve any other technology options, such as satellite or cellular before you order service with a provider. We may require you to use an Internet Service Provider we approve. We may require you to purchase services that meet certain performance criteria (Example: upload/download speeds, security, etc.). You must maintain a valid e-mail address to receive communications from us. You must immediately notify us of your e-mail address and of any changes you later make to your e-mail address. You must access and review all emails received at your email address at least once per day.

5.11 Insurance. You must maintain at your expense in full force and effect throughout the Term the types of insurance and the minimum policy limits specified in the Manuals. In determining and modifying such requirements, we agree to use reasonable business judgment and only require such insurance and minimum policy limits that are reasonable and customary in the ice cream service industry. The insurance policy or policies must be in effect before you begin construction and/or development of the Store. The insurance policy or policies must protect you, us, and our respective, past, present, and future officers, directors, owners, managers, members, stockholders, affiliates, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage or expense whatsoever arising out of or occurring upon or in connection with the condition, operation, use, or occupancy of the Store. You shall have Global Franchise Group, LLC as an additional insured under each policy, except for policies required by statute in your jurisdiction, including, but not limited to workers' compensation and employer's liability insurance policies. We may require additional types of coverage or increase the required minimum amount of coverage upon reasonable notice. Your obligation to obtain coverage is not limited in any way by insurance that we maintain. Upon our request or as specified in the Manuals, you must provide us with certificates of insurance evidencing the required coverage. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us. If you fail to obtain and maintain insurance coverage as required by this Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in procuring the insurance, which may be debited to your account by electronic debit.

5.12 Intellectual Property.

(a) Marks and Trade Dress.

(i) Acknowledgements. You acknowledge that Marble Slab Franchise Brands, LLC (**"Licensor"**), our affiliate, is the owner of the Marks and the Trade Dress, that you have no interest in the Marks and the Trade Dress beyond the nonexclusive License granted herein, and that, as between we and you, we have the exclusive right and interest in and to the Marks and the Trade Dress and the goodwill associated with and symbolized by them. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement.

(ii) Rights. Your right to use the Marks and the Trade Dress applies only to the Store operated at the Site as expressly provided in this Agreement, including marketing related to the Store. You may only use in your Store the Marks and the Trade Dress we designate, and only in compliance with written rules that we or Licensor prescribe from time to time. You will not use any of the Marks as part of any Entity name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you hereunder), or use any of the Marks or the Trade Dress in connection with the sale of any unauthorized product or service or in any manner not explicitly authorized in writing by us. You must post in a prominent place in the Store readily visible to the public a notice provided by us indicating that you are a franchised operator under the System and that you are using the Marks and the Trade Dress under license. We agree to provide such signage at no cost to you. No materials on which any of the Marks or the Trade Dress appears will be used by you without our prior written approval, which may be revoked at any time upon reasonable notice to you. You may not use "MARBLE SLAB," "MARBLE SLAB CREAMERY," any of our other marks, or any similar name as a domain name or on any website on the Internet or any other electronic communication network unless we expressly authorize that use.

(b) Copyrights. You acknowledge that as between you and us, any and all present or future copyrights relating to the System or the Marble Slab Creamery concept, including, but not limited to, the Manuals, recipes, construction plans and specifications, and marketing materials, (collectively, the **"Copyrights"**) belong solely and exclusively to us. You have no interest in the Copyrights beyond the nonexclusive License granted in this Agreement.

(c) <u>No Contesting Our Rights</u>. During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest Licensor's or our ownership, title, right or interest in or to, or our license to use, or the validity of, the Marks, the Trade Dress, the Copyrights, or any trade secrets, methods or procedures that are part of the System or any other marks or names that incorporate the words "Marble," "Slab," or any similar words (collectively, the **"Intellectual Property"**), or contest Licensor's or our sole right to register, use, or license others to use the Intellectual Property .

(d) <u>Changes to the Marks or the Copyrights</u>. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our sole discretion. You agree to implement any such change at your own expense within the time we reasonably specify.

(e) <u>Third-Party Challenges</u>. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or Entity to the validity of our or Licensor's ownership of or our right to license others to use any of the Intellectual Property. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Intellectual Property, including, but not limited to, any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You agree to execute all documents and, render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Intellectual Property.

(f) <u>Post-Termination or Expiration</u>. Upon the expiration or termination of this Agreement for any reason, all of your rights to use the Intellectual Property will automatically revert to us without cost and without the execution or delivery of any document. Upon our request, you will execute all documents that we require to confirm such reversion.

5.13 <u>Improvements</u>. Any and all improvements to the System that you develop (whether or not consented to by us), including, but not limited to, any ideas, concepts, formulas, recipes, methods, techniques, and other materials related to the development or operation of a ice cream store, retail outlet, or similar business, will automatically become our property, without payment of any compensation to you. If such improvements may be protected by way of trademark, copyright, patent, trade secret, or otherwise, you will execute such documentation as we may reasonably require to evidence ownership of such improvements by, and to transfer ownership thereof to, us. You may not test, offer, or sell any new or modified products without our prior written consent.

5.14 <u>Customer Data</u>. You agree that all data that you collect from customers and potential customers in connection with your Store (**"Customer Data"**) is deemed to be owned by us, and you agree to furnish the Customer Data to us at any time that we request it. You have the right to use Customer Data while this Agreement or a successor franchise agreement is in effect, but only in accordance with the policies that we establish periodically and applicable law. You may not sell, transfer, or use Customer Data for any purpose other than marketing Marble Slab Creamery products and services.

5.15 <u>Taxes</u>. You will pay when due all taxes, assessments, and governmental charges upon or against you or your real or personal properties, income, and revenues; provided that no such tax, assessment, or governmental charge need be paid so long as the validity, applicability, or amount thereof is being contested in good faith by appropriate proceedings and appropriate reserves are maintained to pay the disputed amount, if necessary.

5.16 <u>Manuals</u>.

(a) <u>Compliance with the Manuals</u>. You must comply with and abide by each rule, procedure, standard, specification, and requirement contained in the Manuals, as they may be amended, modified, or supplemented periodically and such other written or electronically transmitted rules, procedures, standards, specifications, and requirements that we may issue periodically. You acknowledge that we may amend, modify, or supplement the Manuals at any time, so long as such amendments, modifications, or supplements will, in our good faith opinion, benefit us and our existing and future franchisees or will otherwise improve the System. You must comply with revised standards and procedures within 30 days after we transmit the updates, unless otherwise specified.

(b) **<u>Use of the Manuals</u>.** You agree to keep your copy of the Manuals up-to-date. If there is any dispute as to the current contents of the Manuals, the terms of our master copy maintained at our headquarters will control. You acknowledge that we own the copyright in the Manuals and that your copy of the Manuals remains our property and will be returned to us immediately upon expiration or termination of this Agreement. You will treat the Manuals, and the information contained therein, as confidential and will maintain the confidentiality of such information. You will not, without our prior written consent, copy, duplicate, record, use, or otherwise reproduce in any way the Manuals, in whole or in part, or otherwise make their contents available to any unauthorized person, except as provided in **Section 5.22** (Proprietary Information).

5.17 **<u>Bookkeeping and Records</u>.** You agree to keep complete and accurate books, records, and accounts of all business conducted under this Agreement in accordance with generally accepted accounting principles. You must preserve all of your books and records in hard copy or in a format from which hard copies can be readily generated for at least five years from the date of preparation or such longer period as may be required by law. You must maintain such information and records on the Computer System as we may require from time to time in the Manuals and you acknowledge and agree that we will have access to that data remotely via a network connection that we will specify. At our request, you must retain and use, at your expense, the services of an accountant or accounting firm that we approve. You must use such accountant or accounting firm for your first 12 months of operation.

5.18 **<u>Reports and Financial Statements</u>.** You agree to submit financial and operational reports and records to us at the times and in the manner specified in the Manuals. If you operate a Co-Brand Store, you must submit to us financial and operational reports and records relating to your entire Store as well as for each franchise concept that operates within the Store, including, but not limited to, separate Net Sales figures for each concept and Beverage Sales. Upon our written request, within 90 days after the end of each fiscal year, you must submit your balance sheet and income statement for the fiscal year. With respect to your fiscal year-end income statement and balance sheet, you or the Operating Principal must certify that the income statement and balance sheet are correct and complete and that they have been prepared in accordance with generally accepted accounting principles. We have the right to demand audited financial statements if an Event of Default has occurred within the last fiscal year.

5.19 **<u>Additional Information</u>.** We may from time to time require information about your financial condition, earnings, sales, profits, costs, expenses, and performance to provide a basis for providing our prospective franchisees with information concerning actual or potential earnings or to comply with applicable laws and regulations governing the sale of franchises. You will provide such information promptly upon our request, and you will certify that such information is true and complete in all material respects.

5.20 **<u>Auditing</u>.** Without limiting the foregoing, upon five days written notice to you, we may audit or cause to be audited any statement you are required to submit pursuant to **Section 5.18** (Reports and Financial Statements) and we may review, or cause to be reviewed, the records maintained by any bank or other financial institution used by you in connection with the Store. If any such audit or review discloses an understatement of the Net Sales for any period or periods, you will pay to us, within 15 days after demand for payment is made, all additional Royalty Fees, Marketing Fees or other amounts required to be paid based upon the results of such audit or review. In addition, if such understatement for any period or periods is 2% or more of the Net Sales for such period or periods, you will reimburse us for the cost of such audit or review, including without limitation the charges of any independent accountant and the cost of travel and living expenses and wages for such accountant and employees or other agents of us. You will pay to us, upon demand, on any delinquent fees interest at the lesser of 18% per annum or the maximum rate allowed by law calculated from the date when the fees should have been paid to the date of actual payment. You agree to permit and fully cooperate with such audit, provide upon demand all documents requested in connection with such audit, and agree that such audit will be scheduled on a mutually agreed date (which shall be during normal business hours) that is within 30 days after our request.

5.21 Inspection. We have the right, through our employees and any agents we designate, at any time during business hours and without prior notice to you to: **(i)** inspect the Site and Store for compliance with the Manuals, **(ii)** videotape, photograph or otherwise record the operation of the Store as part of any such inspection, **(iii)** interview your employees, landlord, and customers, **(iv)** examine the records, invoices, payroll records, check stubs, sales tax records and returns, and other supporting records and documents of the Store, and **(v)** examine your income tax records and any other information, records or properties relating to the ownership, management, or operation of the Store. Our right to inspect your business records includes records maintained electronically or off-site. You must cooperate with such inspections by giving our representatives unrestricted access and rendering such assistance as our representatives may reasonably request. If we notify you of any deficiencies after the inspection, you must promptly take steps to correct them. If you fail to correct any deficiencies within a reasonable time, not to exceed 30 days, we have the right to correct such deficiencies and charge you a reasonable fee plus our costs and expenses incurred in such inspection. Any inspections will be made at our expense, unless the inspection is necessitated by your repeated or continuing failure to comply with any provision of this Agreement, in which case we may charge you the costs of making such inspection, including without limitation the wages and cost of travel and living expenses for our representatives.

5.22 Proprietary Information.

(a) Receipt of Proprietary Information. You acknowledge that prior to or during the Term, we may disclose in confidence to you, either orally or in writing, certain trade secrets, recipes, know-how, and other confidential information (collectively, **"Proprietary Information"**) relating to the System, our business, our vendor relationships, or the construction, management, operation, or promotion of the Store. **"Proprietary Information"** does not include **(i)** information that is part of the public domain or becomes part of the public domain through no fault of you, **(ii)** information disclosed to you by a third party having legitimate and unrestricted possession of such information, **(iii)** information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when the parties began discussing the sale of the franchise, or **(iv)** information that is protectable as a trade secret.

(b) Nondisclosure of Proprietary Information. During the Term and for the longer of **(i)** 5 years after the expiration or termination of this Agreement; or **(ii)** any longer time as permitted by law, you will not, nor will you permit any person to, use or disclose any Proprietary Information (including without limitation all or any portion of the Manuals) to any other person, including any Co-Brand Licensors, except to the extent necessary for your professional advisors and your employees to perform their functions in the operation of the Store. In addition, you will not, nor will you permit any person to, use or disclose any of our trade secrets, for as long as the trade secret is protectable under the law, to any other person. You will be liable to us for any unauthorized use or disclosure of Proprietary Information or trade secrets by any employee or other person to whom you disclose Propriety Information or trade secrets. You will take reasonable precautions to protect the Proprietary Information and trade secrets from unauthorized use or disclosure and will implement any systems, procedures, or training programs that we require. At our request, you will require anyone who may have access to the Proprietary Information or trade secrets to execute non-disclosure agreements in a form satisfactory to us that identifies us as a third party beneficiary of such covenants with the independent right to enforce the agreement.

5.23 Indemnification. You agree to hold harmless, defend, and indemnify us and our past, present and future affiliates, officers, directors, shareholders, managers, members, agents, attorneys, consultants, management companies, and employees against any claims, demands, fines, losses, costs, expenses (including, but not limited to, reasonable attorneys' fees, costs of investigation, settlement costs, and interest), liabilities, and damages (collectively, **"Damages"**) arising directly or indirectly from, as a result of, or in connection with your activities under this Agreement or your activities relating to the Store, including your preparation and/or sale of products. With respect to any threatened or actual litigation, proceeding, or dispute that could directly or indirectly affect us or any of the other indemnitees under this **Section 5.23**, we will have the right, but not the obligation, to: **(i)** approve or disapprove counsel selected by you in our sole discretion; **(ii)** participate in the handling of the matter; and **(iii)** approve or disapprove any settlement you propose in our sole discretion. This **Section 5.23** will survive the expiration or termination of this Agreement, and applies to Damages even if they exceed the limits of your insurance coverage.

5.24 Your Covenant Not to Compete.

(a) During Term. You acknowledge that you will receive valuable, specialized training and confidential information regarding the manufacturing, operational, sales, promotional, and marketing methods of the Marble Slab Creamery concept that we have developed through monetary and other resource expenditures that provide competitive advantages to our System. During the Term, you and your Owners will not, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, any business that operates or licenses others to operate a restaurant, retail outlet, catering business, or any similar food business that primarily serves ice cream as the primary menu item, at any location in the United States or by any means, including, without limitation, sales via the Internet or catalogs (**"Competitive Business"**);

(ii) divert or attempt to divert any business or customer that had done business with or been a customer of the Store within the 2 years before the expiration or termination of this Agreement, to any Competitive Business, by direct or indirect inducement or otherwise, as you agree that all goodwill associated with your operation under the Marks and the System, and all business and customer information associated therewith, inure to us;

(iii) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

(iv) use any vendor relationship established through your association with us to purchase proprietary products for use or sale in any location other than your Store.

(b) After Termination, Expiration, or Transfer. For two years after the expiration or termination of this Agreement or an approved Transfer to a new franchisee, you and your Owners may not, without our prior written consent, directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant, in any Competitive Business that is (or is intended to be) located within a 5-mile radius of your Store or a 5-mile radius of any other Store open or under construction on the Effective Date, or if permitted by law, in existence at the time of expiration or termination. With respect to the Owners, the time period in this **Section 5.24(b)** will run from the expiration, termination, or Transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first.

(c) Publicly Traded Corporations. Ownership of less than five percent of the outstanding voting stock of any class of stock of a publicly traded corporation will not, by itself, violate this **Section 5.24**.

(d) Covenants of Owners and Employees. The Owners and their spouses personally bind themselves to this **Section 5.24** by signing this Agreement or the attached Guarantee. You must also obtain from your officers, directors, Managers, and other individuals that we may designate executed agreements containing non-compete covenants similar in substance to those contained in this **Section 5.24** as we prescribe in the Manuals and otherwise. The agreements must be in a form acceptable to us and specifically identify us as having the independent right to enforce them.

(e) **Enforcement of Covenants.** You acknowledge and agree that **(i)** This **Section 5.24** is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; **(ii)** the time, territory, and scope of the covenants provided in this **Section 5.24** are reasonable and necessary for the protection of our legitimate business interests; **(iii)** you have received sufficient and valid consideration in exchange for those covenants; **(iv)** enforcement of the same would not impose undue hardship; and **(v)** the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this **Section 5.24** is judicially determined to be unenforceable by virtue of its scope or in terms of area, restricted activity or length of time, but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this **Section 5.24**. You acknowledge that any breach or threatened breach of this **Section 5.24** will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of a temporary or permanent injunction prohibiting any conduct violating the terms of this **Section 5.24,** without proof of actual damages. Such injunctive relief will be in addition to any other remedies that we may have.

5.25 **Transfer and Assignment.**

(a) **Definition of Transfer.** For purposes of this Agreement, **"Transfer"** as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the License, the Store, substantially all the assets of the Store, or in the ownership of the franchisee (if you are an Entity). **"Transfer"** as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance.

(b) **No Transfer Without Our Consent.** This Agreement and the License are personal to you, and we have granted the License in reliance on your (and, if you are an Entity, your Owners') business skill, financial capacity, and personal character. Accordingly, neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the License may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. If you or any of your Owners desire to make a Transfer, you must promptly provide us with written notice. Any purported Transfer, without our prior written consent, will be null and void and will constitute an Event of Default (as herein defined), for which we may terminate this Agreement without opportunity to cure. We will not unreasonably withhold, delay or condition our consent if you have fully complied with the requirements for transfer in this Agreement. We have the right to communicate with both you, your counsel, and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. No Transfer that requires our consent may be completed until at least 60 days after we receive written notice of the proposed Transfer. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement. If your Store is not open and operating, we will not consent to your transfer of the License or this Agreement.

(c) **Transfer Of Entire Business.** For a proposed Transfer of your Store or this Agreement (or, if you are an Entity, a Transfer of ownership interests that would result in a change of control), the following conditions apply (unless waived by us):

(i) When you provide written notice of the proposed Transfer, you must pay to us a non-refundable deposit of $2,000 to cover our administrative costs incurred in reviewing the proposal. The deposit will be applied towards your Transfer Fee in the event that the Transfer is completed.

(ii) You must submit to us the executed copy of the sale agreements, including the purchase and sale agreement (if applicable), between you and the potential transferee within 10 days of signing any such agreement.

(iii) You must satisfy all of your accrued monetary obligations to us.

(iv) You must be in compliance with all obligations to us under this Agreement and any other agreement that you have with us and our affiliates as of the date of the request for our approval of the Transfer, or you must make arrangements satisfactorily to us to come into compliance by the date of the Transfer.

(v) You and your Owners must execute a general release, in a form that we prescribe, in favor of us, our affiliates, and our and our affiliates' past, present, and future officers, directors, managers, members, equity holders, agents, and employees, releasing them from all prior claims regarding your Store, as well as any other stores owned by you or your Owners that are operated pursuant to a franchise agreement with us or our affiliates, including without limitation claims arising under federal, state, and local laws, rules, and regulations.

(vi) You and your Owners must agree to remain liable for all of the obligations to us in connection with the Store arising before the effective date of the Transfer, and execute any and all instruments that we reasonably request to evidence such liability.

(vii) You and all your Owners agree in writing to be bound by the provisions of **Sections 5.12** (Intellectual Property), **5.22** (Proprietary Information), **5.23** (Indemnification), and **5.24** (Your Covenant Not to Compete) as if you or they were the Franchisee and this Agreement had expired or terminated as of the effective date of the Transfer.

(viii) You must provide us with written notice from your landlord indicating that your landlord has agreed to transfer the Site Lease to your transferee.

(ix) If you operate a Co-Brand Store, you, must concurrently Transfer all of your interests in your franchises with your Co-Brand Licensors to your transferee and must comply with any Transfer requirements that your Co-Brand Licensors require.

(x) If the Store being transferred hereunder is a Traditional Store or a Non-Traditional Store, you must pay to us a transfer fee (the **"Transfer Fee"**) equal to $10,000. You may not transfer a Satellite by itself. If you are transferring more than five Stores or transferring Stores to an existing franchisee, we will reduce the Transfer Fee to $5,000 per Store (with a cap of $75,000).

(xi) You must provide us with the opportunity to inspect the Store on the date we designate. Your proposed transferee (or, if the transferee is not an individual, all owners of any beneficial interest in the transferee) must demonstrate to our satisfaction that he or she meets all of our then-current qualifications to become a Marble Slab Creamery franchisee or if he or she is already Marble Slab Creamery franchisee, he or she must not be in default under any of their agreements with us and must have a good record of customer service and compliance with our operating standards.

(xii) Your proposed transferee (and, if the transferee is not an individual, such owners of a beneficial interest in the transferee as we may request) and their spouses must enter into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge and guarantee all of your obligations hereunder.

(xiii) Your proposed transferee (and, if the transferee is not an individual, such owners of a beneficial interest in the transferee as we may request) must execute, for a term ending on the last day of the Term and with such Successor Term as is provided by this Agreement, our then-current franchise agreement for new franchisees and such other agreements as we may require, which agreements will supersede this

Agreement in all respects. The terms of the new franchise agreement may differ significantly from the terms of this Agreement. The prospective transferee will not be required to pay any initial Franchise Fee.

(xiv) Your proposed transferee and their representatives must successfully complete our then-current training requirements at their expense.

(xv) Your proposed transferee must make arrangements to modernize or upgrade the Store, at its expense, to conform to our then-current standards and specifications for new Marble Slab Creamery stores.

(xvi) Your proposed transferee must covenant that it will continue to operate under the Mark and using the System.

(xvii) If the proposed transferee is an Entity, its owner or owners of a beneficial interest in the transferee and their spouses must execute our then-current form of personal guarantee.

(d) **<u>Transfer Of Partial Ownership Interest</u>.** For any proposal to admit a new Owner, to remove an existing Owner, or to change the distribution of ownership shown on the Summary Page, or for any other transaction that amounts to the Transfer of a partial interest in the business, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer that we may request. We will have the right to require you to pay an administrative fee that is equal to our administrative costs in processing such Transfer (currently, $2,000). We will have a reasonable time (not less than 30 days) after we have received all requested information to evaluate the proposed Transfer. You must satisfy the conditions in **Sections 5.25(c)(iii), (iv),** and **(xvi)**. We may withhold our consent on any reasonable grounds or give our consent subject to reasonable conditions. You acknowledge that any new Owner must submit a personal application and must execute our then-current franchise agreement, which will contain a term ending on the last day of the Term and such Successor Term as is provided by this Agreement.

(e) **<u>Transfer To An Entity</u>.** We will consent to the assignment of this Agreement to an Entity that you form for the convenience of ownership, provided that: **(i)** the Entity has and will have no other business besides operating Marble Slab Creamery stores; **(ii)** you satisfy the conditions in **Sections 5.25(c)(ii)** thru **5.25(c)(vii**) and **Section 5.25(c)(xvi)**; and **(iii)** the Owners hold equity interests in the new Entity in the same proportion shown on the Summary Page.

(f) **<u>Transfer Upon Death Or Incapacity</u>.** If you or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to us in writing within three months after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest. The Transfer will be subject to the provisions of this **Section 5.25**, as applicable. In addition, if the deceased or incapacitated person is you or the Operating Principal, we will have the right (but not the obligation) to take over operation of the Store and operate the Store for a term of 30 days, with the term renewable in subsequent 30-day periods up to one year from the date we began operation of the Store or until the Transfer is completed, if earlier, and to charge a reasonable management fee for our services. In this circumstance, we will periodically review the status of the Store with you or your heirs. For purposes of this Section, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement **(i)** for a period of 30 or more consecutive days or **(ii)** for 60 or more total days during a calendar year. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of **Section 5.25(c)**, the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not disposed of under this **Section 5.25(f)** within 120 days after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement under **Section 6.2** (Our Remedies After An Event of Default).

(g) Our Right Of First Refusal.

(i) Our Right. We have the right, exercisable within 30 days after receipt of the notice of your intent to Transfer as well as a bona fide written offer and such documentation and information that we require, to send written notice to you that we intend to purchase the interest proposed to be Transferred on the same economic terms and conditions offered by the third-party or, at our option, the cash equivalent thereof. If you and we cannot agree on the reasonable equivalent in cash or if the Transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser or may elect at that time to not exercise our rights. Closing on our purchase must occur within 90 days after the date of our notice to the seller electing to purchase the interest. We may assign our right of first refusal to someone else either before or after we exercise it. However, our right of first refusal will not apply with regard to Transfers to an Entity under **Section 5.25(e)** or Transfers to your spouse, son, or daughter (including Transfers to your spouse, son, or daughter as a result of death or incapacity as described in **Section 5.25(f)**). Notwithstanding anything else to the contrary in this **Section 5.25(g)**, neither we nor our assignee will exercise this right of first refusal for any partial transfer of the Store.

(ii) Declining Our Right. If we elect not to exercise our rights under this Section, the transferor may complete the Transfer after complying with **Sections 5.25(b)** to **5.25(f)**. Closing of the Transfer must occur within 90 days of our election (or such longer period as applicable law may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. Any material change in the terms of the offer from a third-party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer. The Transfer is conditional upon our determination that the Transfer was on terms substantially the same as those offered to us.

5.26 Compliance with Laws and Regulations. You must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. You will obtain and maintain in good standing any and all licenses, permits, and consents necessary for you to lawfully operate the Store. You have sole responsibility for such compliance despite any information or advice that we may provide. You agree to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws applicable to the Store, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will you or your employees be deemed to be employees of us or our affiliates.

5.27 Notice of Proceedings. You will notify us in writing within five days after the commencement of any action, suit or proceeding, or of the issuance of any inquiry, subpoena, order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality in connection with the operation or financial condition of the Store, including without limitation any criminal action or proceeding brought by you against any employee, customer, or other person, but excluding civil proceedings against customers to collect monies owed.

5.28 Ownership and Guarantee.

(a) Owners of Equity. If you are an Entity, each of your Owners and their spouses must execute the attached "Payment and Performance Guarantee" (the **"Guarantee"**). By executing the Guarantee, each Owner and his or her spouse will be bound by the provisions contained in this Agreement, including without limitation the restrictions set forth in **Section 5.24** (Your Covenant Not to Compete). Further, a violation of any of the provisions of this Agreement, including the covenants contained in **Section 5.24**, by any Owner or his or her spouse will also constitute a violation by you of your obligations under this Agreement. You represent that the individuals executing this Agreement under the Guarantee represent that they are your sole owners and, with respect to a Guarantee, their spouses.

(b) Governing Documents. If you are (or Transfer this Agreement to) an Entity, upon our request, you agree to furnish us with a list of holders of direct or indirect equity interests and their percentage interests, as well as copies of your governing documents and any other corporate documents, books, or records, including certificates of good standing from your state. The Owners may not enter into any shareholders' agreement, management or operating agreement, voting trust, or other arrangement that gives a third party the power to direct and control your affairs without our prior written consent. During the Term, your governing documents must provide that no transfer of any ownership interest may be made, except in accordance with **Section 5.25** (Transfer and Assignment) of this Agreement. Any securities that you issue must bear a conspicuous printed legend to that effect.

Section 6 Termination and Default.

6.1 Events of Default. Any one of more of the following constitutes an **"Event of Default"** under this Agreement:

(a) **(i)** You fail, refuse, or neglect to pay any monies owing to us or our affiliates or fail to make sufficient funds available to us as provided in **Section 3.7** (Methods of Payment) within ten days after receiving written notice of your default or 30 days after due date of the payment, whichever is the shorter period, or **(ii)** you have previously been given at least two notices of nonpayment for any reason within the last 24 months and you subsequently fail to timely pay when due any monies; **(iii)** you fail to do all things necessary to give us access to the information contained in your Computer System pursuant to **Section 5.10** (Computer System and Software) within 10 days after receiving notice; or **(iv)** you fail to comply with a vendor's requirements regarding the marketing and sale of their products within 30 days after receiving notice from us or the vendor of your non-compliance with their requirements;

(b) You are more than 60 days past due on your obligations to suppliers, lessors (including your landlord under your lease) or trade creditors in an amount exceeding $5,000, unless you have given us prior notice that the failure to pay is a result of a bona fide dispute with such supplier or trade creditor that you are diligently trying to resolve in good faith;

(c) You or any Owner make any material misrepresentations or omissions in connection with your application to us for the franchise, this Agreement, or any related documents, or you submit to us any report or statement that you know or should know to be false or misleading;

(d) You underreport Net Sales by more than 2% two times or more in any two-year period or by 5% or more for any period of one month or greater;

(e) You refuse to permit, or try to hinder, an examination or audit of your books and records, the Store, or the Site as required by this Agreement;

(f) You fail to timely file any periodic report required in this Agreement or the Manuals three or more times in a 12-month period, whether or not you subsequently cure the default;

(g) You enter into or amend any agreements with Co-Brand Licensors relating to your Store or the Site, without our written permission.

(h) You fail to submit information regarding the proposed Store location or you fail to obtain our acceptance for a site within the time periods specified in **Section 5.1(a)** (Site Selection);

(i) You, the Operating Principal, and/or your Manager(s) fails to complete initial training to our satisfaction by the Opening Deadline specified in **Section 5.1(d)** (Opening Deadline) of this Agreement;

(j) You fail to deliver to us the completely executed Site Lease and Lease Rider within 10 days after execution of the Site Lease for your Store.

(k) You fail to open for business by the Opening Deadline specified in **Section 5.1(d)** (Opening Deadline) of this Agreement;

(l) You fail to make changes to the Site or the Store, as required in **Sections 5.1(g)** (Refurbishing) within 90 days of our request;

(m) You fail to maintain possession of the Site for the Store and fail to secure our approval of and enter into a lease for a new, accepted Site within 120 days after the expiration or termination of the Site Lease;

(n) You fail to begin rebuilding the Store within 120 days after the destruction of the Store or fail to diligently pursue such rebuilding to completion;

(o) You close the Store pursuant to **Section 5.1(h)** (Closing) and do not reopen the Store in a new location within 120 days of such closing;

(p) You voluntarily suspend operation of the Store without our prior written consent for five or more consecutive business days on which you were required to operate, unless we determine, in our sole discretion, that the failure was beyond your control;

(q) You, your Operating Principal, your Managers, or any of your representatives that we designate fail to attend or participate in two or more required franchise conventions, meetings, product shows or demonstrations, and teleconferences during any 12-month period, without our prior written consent;

(r) You use any of the Marks or any other identifying characteristic of us other than in the operation or marketing of the Store, or an approved Off-Site Event or Satellite;

(s) You offer any products or services for sale at your Off-Site Events, Satellites, or any other location without our written consent or in contravention of any rules that we establish;

(t) You disclose or divulge the contents of the Manuals or other trade secrets or Proprietary Information contrary to **Section 5.22** (Proprietary Information);

(u) You become insolvent or make an assignment for the benefit of your creditors, execution is levied against your business assets, or a suit to foreclose any lien or mortgage is instituted against you and not dismissed within 30 days;

(v) You, any Owner, or any of your officers or directors are convicted of or plead nolo contendere to a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that we believe is likely to have an adverse effect on our franchise system, the Marks and any associated goodwill, or the Marble Slab Creamery concept (an **"Adverse Effect"**) or you, any Owner, or any of your officers or directors has engaged in or engages in activities that, in our reasonable opinion, have an Adverse Effect;

(w) Any Transfer occurs that does not comply with **Section 5.25** (Transfer and Assignment), including a failure to transfer to a qualified successor after death or disability within the time allowed by **Section 5.25(f)**;

(x) You or any Owner violates the non-compete covenants in **Section 5.24** (Your Covenant Not to Compete);

(y) You breach or fail to comply with any law, regulation, or ordinance which results in a threat to the public's health or safety and fail to cure the non-compliance within 24 hours following receipt of notice thereof from us or applicable public officials, whichever occurs first;

(z) You fail to comply with any reasonable request that we make, which in our sole opinion results in a threat to the public's health or safety or will cause damage to our brand within 24 hours following receipt of notice thereof from us.

(aa) Any franchise agreement between you and one of your Co-Brand Licensors relating to the Store expires or is terminated by the Co-Brand Licensor;

(bb) You default under any other franchise agreement or other agreement between you and us or our affiliates, provided that the default would permit us or our affiliate to terminate that agreement;

(cc) You breach or fail to comply with any other covenant, agreement, standard, procedure, practice, or rule prescribed by us, whether contained in this Agreement, in the Manuals, or otherwise in writing and fail to cure such breach or failure to our satisfaction within 30 days (or such longer period as applicable law may require) after we provide you with written notice of the default;

(dd) You are in default three or more times within any 18-month period, whether or not the defaults are similar and whether or not they are cured.

6.2 <u>Our Remedies After An Event of Default</u>. If an Event of Default occurs, we may, at our election and without notice or demand of any kind, declare this Agreement, the License, and any and all other rights granted under this Agreement to be immediately terminated and, except as otherwise provided herein, of no further force or effect. Upon termination, you will not be relieved of any of your obligations, debts, or liabilities under this Agreement, including without limitation any debts, obligations, or liabilities that you accrued prior to such termination. Our right to terminate you is in addition to, and not in lieu of, any and all other rights and remedies available to us at law, in equity, or otherwise, all of which are cumulative.

6.3 <u>Liquidated Damages</u>. In addition to any other claims we may have (other than claims for lost future Royalty Fees and Marketing Fees), if we terminate this Agreement based on your default or if you terminate this Agreement in violation of its terms, you must pay us liquidated damages calculated as follows: **(i)** the average of your monthly Royalty Fees and Marketing Fees due for the last 12 months (or for such shorter period of time that the Store has been open) before our delivery of the notice of default, **(ii)** multiplied by the lesser of 36 or the number of months remaining in the then-current term under **Section 2** (Initial Term and Successor Term), **(iii)** discounted to present value using the then-current prime rate of interest quoted by our principal commercial bank. You acknowledge and agree that the amount of liquidated damages determined in accordance with the preceding formula reasonably represents our monetary losses of Royalty Fees and Marketing Fees resulting from the termination of this Agreement.

6.4 <u>Alternative to Termination</u>. We do not have any obligation to perform or to comply with our obligations to you under this Agreement or other agreements when a default exists, until you cure the default to our satisfaction. Further, upon the occurrence of an Event of Default under any of the following Sections: 6.1(a), (b), (e), (f), (l), (s), (z), and/or (cc), without limiting our right to terminate this Agreement (or any other rights), we may temporarily suspend, until you fully cure the default to our satisfaction, your ability to purchase products from our affiliates and/or designated suppliers, including, without limitation, suppliers of ingredients and dry goods. Our election to exercise our rights under this provision shall not constitute: (i) a waiver or election of remedies, as we reserve all rights, including the right to terminate this Agreement; (ii) a defense to you to our enforcement of any provision in this Agreement or waive or release you from any of your obligations under this Agreement; (iii) a defense at law or equity based on impossibility of your performance or any claim against us or any System supplier; and/or (iv) a constructive or actual termination of this Agreement. Further, if we exercise our rights under this provision, you acknowledge and agree that you shall not be excused from your performance under this Agreement, including your obligation to pay any and all fees you are required to pay to us under this Agreement

6.5 Our Performance of Your Obligations. We will have the right, but not the obligation, to undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under this Agreement. You will reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty, and you will pay to us interest on the amount of such costs and expenses as specified in **Section 3.8** (Interest; Late Fee).

6.6 Termination By You. You may terminate this Agreement only if: **(i)** we commit a material breach of this Agreement; **(ii)** you give us written notice of the breach; **(iii)** we fail to cure the breach, or to take reasonable steps to begin curing the breach, within 60 days after receipt of your notice; and **(iv)** you are in full compliance with your obligations under this Agreement. Termination will be effective no less than ten days after you deliver to us written notice of termination for failure to cure within the allowed period. Any attempt to terminate this Agreement without complying with this **Section 6.6** will constitute an Event of Default by you.

Section 7 Your Obligations Upon Expiration or Termination.

You covenant and agree that upon expiration or termination of this Agreement for any reason, unless we direct you otherwise:

7.1 Payment of Costs and Amounts Due. You must pay upon demand all sums owing to us and our affiliates. If this Agreement is terminated due to an Event of Default, you will promptly pay all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of your default. These payment obligations will give rise to and remain, until paid in full, a lien in favor of us against the Store premises and any and all of the personal property, fixtures, equipment, and inventory that you own at the time of the occurrence of the Event of Default. We are hereby authorized at any time after the Effective Date to make any filings and to execute such documents on your behalf of to perfect the lien created hereby. You also will pay to us all damages, costs, and expenses, including reasonable attorneys' fees, that we incur after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this **Section 7**.

7.2 Discontinue Use of the System and the Marks. You must immediately cease using, by marketing or in any other manner, the Intellectual Property (including, without limitation, the Marks and the Trade Dress), and all other distinctive forms, slogans, signs, symbols, and devices associated with the System. You must immediately cease using the confidential methods, procedures, and techniques associated with the System.

7.3 Return of Proprietary Information. You must immediately return to us, at your expense, all copies of the Manuals, all of your Customer Data, and all other Proprietary Information (and all copies thereof).

7.4 Close Vendor Accounts. You must close all of your accounts with vendors which were opened in connection with the opening and operation of the Store. We have the right to notify your vendors that this Agreement has expired or been terminated and to require them to close your accounts, if you fail to do so.

7.5 Cease Identification with Us. You must immediately take all action required **(i)** to cancel all assumed name or equivalent registrations relating to your use of the Marks and **(ii)** to cancel or transfer to us or our designee all telephone numbers, facsimile numbers, post office boxes, and classified and other directory listings relating to the Store. You acknowledge that as between you and us, we have the sole rights to and interest in all telephone numbers, post office boxes, and directory listings associated with any of the Marks. If you fail to comply with this **Section 7.5**, you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, and all listing agencies to transfer such numbers, boxes, and listings to us. The telephone company, the postal service, and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such telephone numbers, post office boxes, and directory listings and our authority to direct their transfer.

7.6 Our Option to Purchase Certain Goods. Within seven days from the date of termination or expiration of this Agreement, we and you will arrange for an inventory to be made, at your expense, of your inventory, supplies, equipment, signs, and fixtures related to the operation of the Store. We will have the option, to be exercised within 30 days after such inventory has been made, to purchase from you any or all of those items at fair market value. If the parties cannot agree on fair market value within a reasonable time and we continue to desire to purchase the items, the fair market value will be determined by three independent appraisers chosen in the following manner: you will designate one appraiser and we will designate one appraiser, and the two appraisers that you and we designate will select a third appraiser. The majority determination of the three appraisers will be binding. Each party will pay the appraiser's fee for the appraiser designated by that party. You and we will each pay 50% of the third appraiser's fee. If we exercise our option to purchase, we will have the right to set off all amounts then due from you to us or our affiliates against any payments we make to you. If we do not exercise our option to purchase, you agree to dispose of your inventory, supplies, equipment, signs, and fixtures as we direct. You may not sell any inventory, supplies, equipment, signs, or fixtures without our prior written approval.

7.7 Our Option to Assume Your Lease. You will, at our option, assign to us any interest you have in any Site Lease. If we assume your interest under any Site Lease, you will be responsible for paying rent and all other charges due under such Site Lease for all periods until the time of such assumption. If we pay any such amount on your behalf, you will reimburse us for such amount upon demand.

7.8 De-identification of the Site. If we do not exercise our option to acquire the Site Lease, you will make such modifications or alterations to the Site immediately upon termination or expiration of this Agreement that we deem necessary to distinguish the appearance of the Site from a Marble Slab Creamery store, including, but not limited to, removing the signs, the Marks, and any Trade Dress so as to indicate to the public that you are no longer associated with us. All de-identification must be complete within 30 days after termination. If you do not comply with the requirements of this **Section 7.8**, we may enter the Store without being guilty of trespass or any other tort, for the purpose of making or causing to be made any required changes. You agree to reimburse us on demand for our expenses in making such changes.

7.9 Promote Separate Identity. You will not, directly or indirectly, in any manner, identify yourself, or any individual connected with you, as a "former "Marble Slab Creamery" franchisee" or as otherwise having been associated with us, or use in any manner or for any purpose any of the Marks.

7.10 Comply with Non-compete. You and your Owners must comply with the covenant not to compete in **Section 5.24** (Your Covenant Not to Compete).

7.11 Injunctive and Other Relief. You acknowledge that your failure to abide by the provisions of this **Section 7** will result in irreparable harm to us, and that our remedy at law for damages will be inadequate. Accordingly, you agree that if you breach any provisions of this **Section 7**, we are entitled to injunctive relief (including the remedy of specific performance) in addition to any other remedies available at law or in equity.

Section 8 Dispute Resolution and Governing Law.

8.1 Forum for Litigation. You and the Owners must file any suit against us, and we may file any suit against you, in federal or state courts located in the State of Delaware. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

8.2 Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

8.3 Mutual Waiver of Jury Trial and Class Actions. You and we each irrevocably waive trial by jury in any litigation. You agree that litigation between us and you will be of our and your individual claims only. None of your claims will be litigated on a class-wide basis.

8.4 Mutual Waiver of Punitive Damages. With the exception of **Section 6.3** (Liquidated Damages), each of us waives any right to or claim of punitive, exemplary, multiple, or consequential damages against the other in litigation and agrees to be limited to the recovery of actual damages sustained.

8.5 Remedies Not Exclusive. Except as provided in **Section 6.3** (Liquidated Damages) and **Section 8.4**, no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

8.6 Our Right to Injunctive Relief. Nothing in this Agreement bars our right to obtain injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause us loss or damage. You agree that we will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

8.7 Attorneys' Fees and Costs. You agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): **(i)** to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners; and **(ii)** in the defense of any claim you and/or the Owners assert against us on which we substantially prevail in court or other formal legal proceedings. We agree to reimburse you for all expenses you reasonably incur (including attorneys' fees): **(i)** to enforce the terms of this Agreement or any obligation owed to you by us; and **(ii)** in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings.

Section 9 Miscellaneous.

9.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between you and us with respect to the Store and supersede all prior discussions, understandings, representations, and agreements concerning the same subject matter. This Agreement includes the terms and conditions on the Summary Page, which are incorporated into this Agreement by this reference. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation we make in our most recent disclosure document (including exhibits and amendments) delivered to you or your representative.

9.2 Amendments and Modifications. This Agreement may be amended or modified only by a written document signed by each party hereto.

9.3 Waiver. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit of the term or condition, but such waiver must be in writing. No course of dealing or performance by any party, and no failure, omission, delay, or forbearance by any party, in whole or in part, in exercising any right, power, benefit, or remedy, will constitute a waiver of such right, power, benefit, or remedy. Our waiver of any particular default does not affect or impair our rights with respect to any subsequent default you may commit. Our waiver of a default by another franchisee does not affect or impair our right to demand your strict compliance with the terms of this Agreement. We have no obligation to deal with similarly situated franchisees in the same manner. Our acceptance of any payments due from you does not waive any prior defaults.

9.4 Importance of Timely Performance. Time is of the essence in this Agreement.

9.5 Headings. The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions.

9.6 Severability. Each provision of this Agreement is severable from the others. If any provision of this Agreement or any of the documents executed in conjunction with this Agreement is for any reason determined by a court to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability will not affect any other remaining provisions of this Agreement or any other document. The remaining provisions will continue to be given full force and effect and bind us and you.

9.7 **Applicable State Law Controlling.** If the termination, renewal, or other provisions set forth in this Agreement are inconsistent with any applicable state statute, in effect as of the Effective Date, governing the relationship of franchisors and franchisees, the provisions of such statute will apply hereto, but only to the extent of such inconsistency.

9.8 **Survival.** Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Agreement will survive such expiration, termination, or Transfer, including, but not limited to, **Sections 5.12** (Intellectual Property), **5.22** (Proprietary Information), **5.23** (Indemnification), **5.24** (Your Covenant Not to Compete), and **7** (Your Obligations Upon Expiration or Termination).

9.9 **Consent.** Whenever our prior written approval or consent is required under this Agreement, you agree to make a timely written request to us for such consent. Our approval or consent must be in writing and signed by an authorized officer to be effective.

9.10 **Independent Contractor Relationship.** This Agreement does not create, nor does any conduct by us create, a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, employee or servant of each other for any purpose. You are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. During the Term, you agree to hold yourself out to the public as an independent contractor operating your Store under license from us, and you agree to post a notice to that effect pursuant to **Section 5.12(a)(ii)** (Marks and Trade Dress - Rights) and, as we direct, in your marketing and on your contracts, forms, stationery, and promotional materials. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed to state or imply that we are the employer of your employees and/or independent contractors, nor vice versa.

9.11 **Notices.** All notices and other communications required or permitted under this Agreement will be in writing and will be given by one of the following methods of delivery: **(i)** personally; **(ii)** by certified or registered mail, postage prepaid; or **(iii)** by overnight delivery service. Notices to you will be sent to the address set forth on the Summary Page. Notices to us must be sent to:

GFG Management, LLC
5555 Glenridge Connector, Suite 850
Atlanta, Georgia 30342
Attn: Legal Counsel

Either party may change its mailing address by giving notice to the other party. Notices will be deemed received the same day when delivered personally, or upon attempted delivery when sent by registered or certified mail or overnight delivery service.

9.12 **Execution in Counterparts.** This Agreement may be executed and delivered by electronic means and in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

9.13 **Successors and Assigns.** Except as expressly otherwise provided herein, this Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors, and permitted assigns.

9.14 No Third Party Beneficiaries. Except as expressly otherwise provided herein, no third party shall have the right to claim any of the benefits conferred under this Agreement.

9.15 Additional Terms; Inconsistent Terms. The parties may provide additional terms by including the terms on the Summary Page. To the extent that any provisions of the Summary Page are in direct conflict with the provisions of this Agreement, the provisions of the Summary Page shall control.

Section 10 Your Representations and Acknowledgments.

You and the Owners represent, warrant, and acknowledge as follows:

10.1 Truth of Information. The information (including without limitation all personal and financial information) that you and your Owners have furnished or will furnish to us relating to the subject of this Agreement is true and correct in all material respects and includes all material facts necessary to make such information not misleading in light of the circumstances when made.

10.2 Due Authority. This Agreement has been duly authorized and executed by you or on your behalf and constitutes your valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally.

10.3 Terrorist Acts. You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (**"Order"**), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, you represent and warrant to us that, as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you is designated under the Order as a person with whom business may not be transacted by us, and that you: **(i)** do not, and hereafter will not, engage in any terrorist activity; **(ii)** are not affiliated with and do not support any individual or Entity engaged in, contemplating, or supporting terrorist activity; and **(iii)** are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or Entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

10.4 Independent Investigation. You have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that it involves business risks and that your results will be largely dependent upon your own efforts and ability. You have been accorded ample time to consult with your own legal counsel and other advisors about the potential risks and benefits of entering into this Agreement, and we have advised you to do so.

10.5 Timely Receipt of Agreement and Disclosure Document. You have received an execution ready copy of this Agreement at least seven calendar days before you executed this Agreement or any related agreements or paid any consideration to us. You have also received a Franchise Disclosure Document (the **"Disclosure Document"**) required by applicable state and/or federal laws, including a form of this Agreement, at least 14 calendar days (or such longer time period as required by applicable state law) before you executed this Agreement or any related agreements or paid any consideration to us. You have reviewed this Agreement and the Disclosure Document and have been given ample opportunity to consult with, and ask questions of, our representatives regarding the documents.

10.6 Financial Performance Representations. Except as may be stated in the Disclosure Document, neither we, nor any of our affiliates, nor any of our or our affiliates' officers, agents, employees, or representatives have made any representation to you, express or implied, as to the historical revenues, earnings, or profitability of any Marble Slab Creamery store or the anticipated revenues, earnings, or profitability of the business subject to the License or any other business operated by us, our licensees, our franchisees, or our affiliates. In entering into this Agreement, you are not relying upon any information furnished by us or our representatives other than the information contained in this Agreement and the Disclosure Document.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the Effective Date.

IF YOU ARE AN INDIVIDUAL: PLEASE SIGN BELOW.

MARBLE SLAB FRANCHISING, LLC

By:______________________________	______________________________ [NAME OF FRANCHISEE]
Title:______________________________	
Date:______________________________	Date:______________________________

IF YOU ARE A CORPORATION OR LIMITED LIABILITY COMPANY: THE OPERATING PRINCIPAL MUST SIGN THIS AGREEMENT ON BEHALF OF THE CORPORATION OR LLC. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY THE OPERATING PRINCIPAL AND ALL OTHER OWNERS OF AN EQUITY INTEREST IN THE COMPANY AND THEIR SPOUSES, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

MARBLE SLAB FRANCHISING, LLC	______________________________ [INSERT YOUR ENTITY NAME]
By:______________________________	By:______________________________
Title:______________________________	Title:______________________________
Date:______________________________	Date:______________________________

IF YOU ARE A PARTNERSHIP: ALL PARTNERS MUST SIGN THIS AGREEMENT. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY ALL PARTNERS AND THEIR SPOUSES, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

MARBLE SLAB FRANCHISING, LLC	______________________________ [INSERT YOUR PARTNERSHIP NAME]
By:______________________________	By:______________________________
Title:______________________________	Title:______________________________
Date:______________________________	Date:______________________________
	By:______________________________
	Title:______________________________
	Date:______________________________

MARBLE SLAB FRANCHISING, LLC
PAYMENT AND PERFORMANCE GUARANTEE

In order to induce Marble Slab Franchising, LLC. (**"Franchisor"**) to enter into a Marble Slab Creamery Franchise Agreement (the **"Franchise Agreement"**) by and between Franchisor and the Franchisee named in the Franchise Agreement to which this Payment and Performance Guarantee (the **"Guarantee"**) is attached (**"Franchisee"**), the undersigned (collectively referred to as the **"Guarantors"** and individually referred to as a **"Guarantor"**) hereby covenant and agree as follows:

1. **Guarantee of Payment and Performance.** The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement, the Equipment Promissory Note (if applicable) or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the **"Guaranteed Liabilities"**). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities. The Guarantors represent and agree that they have each reviewed a copy of the Franchise Agreement, have had the opportunity to consult with counsel and fully understand the meaning and import of this Guarantee.

2. **Waivers by Guarantors.** The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee. The Guarantors represent and agree that they have each reviewed a copy of the Franchise Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Franchise Agreement and this Guarantee.

3. **Term: No Waiver.** This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of **(i)** such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full, or **(ii)** the Franchise Agreement and all obligations of Franchisee thereunder expire. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. **Other Covenants.** Each of the Guarantors agrees to comply with the provisions of **Sections 5.12** (Intellectual Property), **5.21** (Inspection), **5.22** (Proprietary Information), **5.23** (Indemnification), and **5.24** (Your Covenant Not to Compete) of the Franchise Agreement as though each such Guarantor were the "Franchisee" named in the Franchise Agreement and agrees that the undersigned will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5. **Dispute Resolution.** **Section 8** (Dispute Resolution and Governing Law) of the Franchise Agreement is hereby incorporated herein by reference and will be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the "Franchisee" referred to in the Franchise Agreement, except that any suit that we file against any Guarantor also may be filed in any court of competent jurisdiction in which our principal place of business is then located or in any court of competent jurisdiction in which a Guarantor then resides.

6. **Miscellaneous.** This Guarantee will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

Guarantor Number 1

Witness No. 1:	
______________________ Signature	______________________ Signature
Print Name: ______________________	Print Name: ______________________
Witness No. 2:	Address: ______________________
______________________ Signature	______________________
Print Name: ______________________	

Guarantor Number 1 – Spouse Guarantee

Witness No. 1:	
______________________ Signature	______________________ Signature
Print Name: ______________________	Print Name: ______________________
Witness No. 2:	Address: ______________________
______________________ Signature	______________________
Print Name: ______________________	

Guarantor Number 2

Witness No. 1:	
______________________ Signature	______________________ Signature
Print Name: ______________________	Print Name: ______________________
Witness No. 2:	Address: ______________________
______________________ Signature	______________________
Print Name: ______________________	

Guarantor Number 2 – Spouse Guarantee

Witness No. 1:	
______________________ Signature	______________________ Signature
Print Name: ______________________	Print Name: ______________________
Witness No. 2:	Address: ______________________
______________________ Signature	______________________
Print Name: ______________________	

Guarantor Number 3

Witness No. 1:

_______________________________	_______________________________
Signature	Signature
Print Name: ____________________	Print Name: ____________________
Witness No. 2:	Address: ____________________
_______________________________	_______________________________
Signature	
Print Name:____________________	

Guarantor Number 3 – Spouse Guarantee

Witness No. 1:

_______________________________	_______________________________
Signature	Signature
Print Name: ____________________	Print Name: ____________________
Witness No. 2:	Address: ____________________
_______________________________	_______________________________
Signature	
Print Name:____________________	

Guarantor Number 4

Witness No. 1:

_______________________________	_______________________________
Signature	Signature
Print Name: ____________________	Print Name: ____________________
Witness No. 2:	Address: ____________________
_______________________________	_______________________________
Signature	
Print Name:____________________	

Guarantor Number 4 – Spouse Guarantee

Witness No. 1:

_______________________________	_______________________________
Signature	Signature
Print Name: ____________________	Print Name: ____________________
Witness No. 2:	Address: ____________________
_______________________________	_______________________________
Signature	
Print Name:____________________	

APPENDIX A
TO THE
FRANCHISE AGREEMENT

MARKS

(Subject to Franchisor's Rights with Regards to the Marks in the Franchise Agreement)

Mark
MARBLE SLAB CREAMERY
MARBLE SLAB CREAMERY
MARBLE SLAB CREAMERY and Design
MARBLE SLAB CREAMERY and Design

APPENDIX B
TO THE
FRANCHISE AGREEMENT

LEASE RIDER

THIS LEASE RIDER is entered into this _____ day of _______________, 20_____ by and between Marble Slab Franchising, LLC (**"Company"**), _________________________ (**"Franchisee"**), and _________________________ (**"Landlord"**).

WHEREAS, Company and Franchisee are parties to a Franchise Agreement dated ____________________, 20_____ (the **"Franchise Agreement"**); and

WHEREAS, the Franchise Agreement provides that Franchisee will operate a Marble Slab Creamery retail store (**"Store"**) at a location that Franchisee selects and Company accepts; 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, 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 promptly and timely furnish Company with copies of all letters and notices, including but not limited to notifications relating to extensions, renewals, and pre-emptive expirations, it sends to Franchisee pertaining to the Lease and the Premises.

Company will have the right, but not the obligation, 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 reasonably repair or reasonably reimburse Landlord for the cost of damage to the Premises' walls, floor or ceiling resulting 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, in Company’s sole right and discretion, and Landlord consents to such an assignment and agrees not to impose any assignment fee or similar change, 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:	**FRANCHISEE:**
MARBLE SLAB FRANCHISING, LLC	
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________

LANDLORD:

By: ______________________________
Name: ____________________________
Title: _____________________________

APPENDIX C

TO THE FRANCHISE AGREEMENT

ACH AUTHORIZATION FORM

APPENDIX C TO THE FRANCHISE AGREEMENT
ACH Authorization Form

Instructions

To authorize GFG Management, LLC, or its affiliates ("GFGM"), to deduct certain amounts by automatic deduction, please complete the following steps:

1. Complete this form. If your account is a joint account both account holder must sign this form.
2. Attach a voided, unsigned check to the form.
3. Return the original executed from and a voided check (no deposit slips) to GFG Management, LLC – Attention: ACH Department, via facsimile or pdf delivery to 770-514-4903 or ACH@gfgmanagement.com
4. Retain a copy of this form for your files.

I (we) hereby authorize GFGM to initiate debit entries to my (our) account in the entity named below ("institution") and I (we) authorize the institution to accept and to debit the amount of such entries to my (our) account for affiliated produced product I purchase, and royalties and marketing fund contributions based on reported sales or good faith estimates of such amounts if no reporting is provided and any other amount owed to GFGM or its affiliates.

<u>This authorization is to remain in full force and effect until I revoke the agreement as hereinafter provided. Any revocation shall not be effective until GFGM has received written notification from me of my desire to terminate this agreement in such a time and in such a manner as to give GFGM a reasonable opportunity to act on it</u>.

Franchisee Information:

Names(s) of Owners	Telephone Number
Business Entity Name, if applicable (Inc, or LLC or DBA)	
Email address for invoices & statements	
Please check (✓) the franchise brand(s) this authorization applies to: ☐ MaggiesMoo's ☐ Pretzelmaker/Pretzel Time ☐ Marble Slab Creamery ☐ Great American Cookies ☐ Hot Dog On A Stick	Please list store/location numbers this authorization applies to: (Fill out multiple forms if extra space is needed.)

Financial Institution Information

Name (Name of bank, credit union, etc:)	
Branch Address	
City, State, Zip	
Transit/ABA/Routing number (nine digits, between the ⑆ marks)	
Account type (please ✓ one)	
Account Number (between ⑆ and ⑈ mark)	☐Checking ☐ Savings

Primary Account Holder's Name (Print)	Authorized Signature
Joint Account Holder's Name (Print)	Authorized Signature
Date of Authorization	

Please return completed original form to:

GFG Management LLC
5555 Glenridge Connector, Suite 850
Atlanta, Georgia 30342
Fax: 770-514-4921
Or
Email to: **ach@gfgmanagement.com**

APPENDIX D
TO THE
FRANCHISE AGREEMENT

SATELLITE ADDENDUM

THIS ADDENDUM (this **"Addendum"**) is made and entered into as of the date set forth on **Exhibit A** attached hereto (the **"Effective Date"**), by and between **MARBLE SLAB FRANCHISING, LLC**, a Delaware limited liability company (**"we," "us,"** or **"our"**), and the person or entity identified on the Summary Page the franchisee (**"Franchisee,** "**"you,"** or **"your"**).

RECITALS

A. We and you signed a franchise agreement on the date set forth on the Summary Page (the **"Agreement"**) granting you the right to operate a Marble Slab Creamery Store at the location specified on the Summary Page (the **"Store"**). In this Addendum, the shopping center, mall, or venue in which the Store is located is referred to as the **"Center."**

B. As part of your operation of the Store within the Center, you desire to sell approved ice cream and other products from one or more facilities (such as kiosks, carts, wagons and similar facilities) that you will operate within the Center but away from the Store's premises (**"Satellites"**). **"Satellites"** do not include promotional or seasonal decorating or display tables.

C. We are willing to allow you to operate one or more Satellites within the Center in accordance with the terms and conditions of this Addendum and the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing promises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Rights Granted.

Upon the terms and conditions of this Addendum, we grant you the right to operate Satellites at the locations within the Center specified on **Exhibit A** for a term beginning on the Effective Date and ending on the date that is specified on **Exhibit A** (the **"Termination Date"**). Your right to operate Satellites, however, is subject to the consent of, and conditions imposed by, the Center's landlord. If the Center's landlord withdraws its consent to the operation of one or more Satellites within the Center, you must cease operating them immediately. Except for a Satellite authorized in your Franchise Agreement, if any, you may not operate any Satellite unless it is specifically identified in **Exhibit A** and operated exclusively in the Center.

2. Satellite Fee.

For each Satellite that you open and operate, you must pay us the satellite fee specified on **Exhibit A** (the **"Satellite Fee"**), which shall be the Satellite Fee being charged by us at the time of execution of this Agreement. The Satellite Fees for your initial Satellites are due upon execution of this Addendum. The Satellite Fees are paid in consideration of the rights granted in **Section 1** (Rights Granted) and will be deemed fully earned at the time paid. You acknowledge that we have no obligation to refund the Satellite Fees, in whole or in part, for any reason.

3. **Additional Satellites.**

We and you may mutually agree in writing to allow you to operate additional Satellites within the Center, but we have no obligation to grant the rights to operate such additional Satellites. If we agree to allow you to operate additional Satellites, you must pay to us the applicable Satellite Fee before we amend **Exhibit A** to include the new location.

4. **Operation of Satellites.**

This Addendum, including **Exhibit A**, is an integral part of the Agreement, and all of our and your rights and obligations under the Agreement will apply to the Satellites that you operate under this Addendum. You are responsible for developing any and all Satellites and must comply with all standards and specifications that we prescribe to protect the image and goodwill of the Satellites, the Store, and the Marks. You must purchase any components of or equipment for a Satellite from a suppler that we designate. You may not begin operating a Satellite until we have notified you in writing that it meets our standards and specifications. You are responsible for any additional insurance coverage required for the Satellites and all other expenses required to operate the Satellites. Your Store must supply the Satellites with all of their inventory of products and must deliver fresh products as frequently as we require.

5. **Reporting, Bookkeeping, and Records.**

Your Net Sales from the Satellites must be reported separately from, but at the same time and in the same manner as, your Net Sales for the Store for purposes of computing the Royalty Fee you must pay us under **Section 3.2** of the Agreement and the Marketing Fee you must pay us under **Section 3.3** of the Agreement. You must maintain separate books, records, and accounts for the Satellites. If requested by us, you must submit to us separate operating statements, financial statements, operational reports, and other information required to be reported under the Agreement for the Satellites.

6. **Termination and Successor Term.**

If an Event of Default occurs under the Agreement or this Addendum with respect to your operation of either the Store or any of the Satellites, we may, at our election and without notice or demand of any kind, declare this Addendum and any and all other rights granted under this Addendum to be immediately terminated and, except as otherwise provided herein, of no further notice or effect, whether or not we have also terminated the Agreement. This Addendum will automatically terminate if the Agreement is terminated or expires. We have the right to terminate this Addendum if we decide to establish or allow you or other franchises to establish other Stores within the Center.

Upon the expiration of the initial term of the Agreement, if you are in good standing and not in default under this Addendum, you may, at your option, obtain one additional successor term of ten years by (a) complying with all of the successor conditions contained in Section 2.2 of the Agreement, and (b) paying a successor fee equal to $2,500.

7. **Your Obligations Upon Expiration or Termination.**

If this Addendum expires or terminates while the Agreement remains in effect, you must de-identify the Satellites pursuant to **Section 7.8** (De-Identification of the Site) of the Agreement. In addition, we will have the option to purchase goods related to the Satellites in accordance with the terms of **Section 7.6** (Our Option to Purchase Certain Goods) of the Agreement. If this Addendum expires or terminates in conjunction with the expiration or termination of the Agreement, each of the provisions of **Section 7** (Your Obligations Upon Expiration or Termination) of the Agreement will apply to the Satellites.

8. Defined Terms; Effect on Agreement.

Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Agreement. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the Effective Date.

IF YOU ARE AN INDIVIDUAL: PLEASE SIGN BELOW.

MARBLE SLAB FRANCHISING, LLC	
By:________________________________	________________________________ [NAME OF FRANCHISEE]
Title:______________________________	
Date:______________________________	Date:______________________________

IF YOU ARE A CORPORATION OR LIMITED LIABILITY COMPANY: THE OPERATING PRINCIPAL MUST SIGN THIS AGREEMENT ON BEHALF OF THE CORPORATION OR LLC. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY THE OPERATING PRINCIPAL AND ALL OTHER OWNERS OF AN EQUITY INTEREST IN THE COMPANY AND THEIR SPOUSES, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

MARBLE SLAB FRANCHISING, LLC	________________________________ [INSERT YOUR ENTITY NAME]
By:________________________________	By:______________________________
Title:______________________________	Title:____________________________
Date:______________________________	Date:____________________________

IF YOU ARE A PARTNERSHIP: ALL PARTNERS MUST SIGN THIS AGREEMENT. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY ALL PARTNERS AND THEIR SPOUSES, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

MARBLE SLAB FRANCHISING, LLC	________________________________ [INSERT YOUR PARTNERSHIP NAME]
By:________________________________	By:______________________________
Title:______________________________	Title:____________________________
Date:______________________________	Date:____________________________

EXHIBIT A
TO
SATELLITE ADDENDUM
TO MARBLE SLAB CREAMERY® FRANCHISE AGREEMENT

1. **Effective Date:** ___________________________
2. **Franchisee's Name:** ____
3. **Date of Franchise Agreement:** _______________________________
4. **Location of Store:** ____

____

5. **Name of Center:** ____
6. **Locations of Satellites (Section 1):**

#1: ____

#2: ____

#3: ____

7. **Termination Date (Section 1):** _________________________
8. **Satellite Fee Per Location (Section 2):** ________________________

Initials: ____________(Marble Slab Franchising, LLC) _________(Franchisee)

Date (if different from Effective Date): ________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

This Addendum to the Marble Slab Creamery Agreement dated ________________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 3.1(i) is hereby supplemented with the following:

Due to our financial condition, please be advised that we have secured a surety bond in the amount of $30,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees under the Franchise Agreement that are subject to the jurisdiction of the California Franchise Investment Law, which is on file with the California Department of Business Oversight.

2. Section 5.24(b) of the Franchise Agreement is replaced with the following:

(b) **After Termination, Expiration, or Transfer.** For one year after the expiration or termination of this Agreement or an approved Transfer to a new franchisee, you and your Owners may not, without our prior written consent, **(i)** directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within a five-mile radius of your Store, or **(ii)** use any vendor relationship established through your association with us for any purpose. With respect to the Owners, the time period in this Section 5.24(b) will run from the expiration, termination, or Transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first. This provision may not be enforceable under California law.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:_________________________	By:_________________________
Print Name: _________________________	Print Name:_________________________
Title:_________________________	Title:_________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY FRANCHISE AGREEMENT
REQUIRED FOR HAWAII FRANCHISEES

This Addendum to the Marble Slab Creamery Franchise Agreement dated ________________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and _______________________________ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

2. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

3. Notwithstanding anything contained in the Franchise Agreement or Area Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:_________________________________
Print Name: ____________________	Print Name:__________________________
Title:_________________________	Title:________________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES

This Addendum to the Marble Slab Creamery Agreement dated ________________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. The following sentence is added to the end of Section 2.2:

The parties' rights on non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

2. Due to our financial condition, please be advised that we have secured a surety bond in the amount of $40,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status. A copy of the Surety Bond is on file with the Office of the Illinois Attorney General.

3. The following sentence is added to the end of Section 6.2:

The conditions under which the Franchise Agreement can be terminated and your rights upon non-renewal of the Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act, 815 ILCS 705/19, 20 (West 2016).

4. The following sentence is added to the end of Section 8.1:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

5. The following sentence is added to the end of Section 8.2:

Notwithstanding the foregoing, Illinois law shall govern this Agreement.

6. The following sentence is added to the end of Section 9.1:

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:______________________________	By:______________________________
Print Name: _______________________	Print Name:_______________________
Title:_____________________________	Title:_____________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
REQUIRED FOR INDIANA FRANCHISEES

This Addendum to the Marble Slab Creamery Agreement dated ________________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. The following sentence is added to the end of Sections 2.2(d) and 5.25(c)(iv):

This release shall not apply to any liability under the Indiana Deceptive Franchise Practices Law.

2. The following sentence is added to the end of Section 8.1:

Notwithstanding the foregoing, you may bring a lawsuit in Indiana for claims arising under the Indiana Deceptive Franchise Practices Law.

3. The following sentence is added to the end of Section 8.2:

Notwithstanding the foregoing, the Indiana Deceptive Franchise Practices Law shall govern any claim arising under that law.

4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

5. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:_________________________________	By:_________________________________
Print Name: _________________________	Print Name:__________________________
Title:_______________________________	Title:_______________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to the Marble Slab Creamery Agreement dated _______________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. The following sentence is added to the end of Sections 2.2(d)(renewal) and 5.25(c)(iv)(transfer):

This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 3.1 of the Franchise Agreement is amended by adding the following:

Due to our financial condition, please be advised that we have obtained a surety bond in the amount of $80,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees that are subject to the jurisdiction of the Maryland Franchise Registration and Disclosure Law under the Franchise Agreement, which is on file with the Maryland Securities Division.

3. The following sentence is added to the end of Section 8.1:

Notwithstanding the foregoing, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Section 10:

The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Representations in this Agreement are not intended to, nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

6. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:

By:________________________________

Print Name: __________________________

Title:______________________________

FRANCHISEE:

By:________________________________

Print Name:__________________________

Title:______________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
<u>REQUIRED FOR MINNESOTA FRANCHISEES</u>

This Addendum to the Marble Slab Creamery Agreement dated ________________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. The following sentence is added to the end of Sections 2.2(d) and 5.25(c)(iv):

Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

2. The following sentence is added to the end of Section 2.2:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days notice for non-renewal of franchise agreements.

3. The following sentence is added to the end of Section 5.12:

Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party, provided that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of this Agreement and the System.

4. The following sentence is added to the end of Section 6.2:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 90 days notice of termination (with 60 days to cure).

5. The following sentence is added to the end of Sections 6.3 and 8.4:

Any provision that requires you to consent to liquidated damages, termination penalties, or judgment notes may not be enforceable under Minnesota law.

6. The following sentences are added to the end of Sections 8.1 and 8.2:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:________________________________	By:________________________________
Print Name: _________________________	Print Name:_________________________
Title:______________________________	Title:______________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
<u>REQUIRED FOR NEW YORK FRANCHISEES</u>

This Addendum to the Marble Slab Creamery Agreement dated _______________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695, may not be enforceable.

2. The following sentence is added to the end of Sections 2.2(d) and 5.25(c)(iv):

Any provision in this Agreement requiring you to sign a general release of claims against us does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. The following sentence is added to Section 4.10:

We will not assign our rights under this Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under this Agreement.

4. The following sentence is added to the end of Sections 7.11 and 8.6:

Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

5. The following sentence is added to the end of Section 8.2:

Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:_________________________________	By:_________________________________
Print Name: __________________________	Print Name:__________________________
Title:_______________________________	Title:_______________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES

This Addendum to the Marble Slab Creamery Agreement dated ________________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. The following sentence is added to the end of Sections 2.2(d) and 5.25(c)(iv):

The release required by this Section will not apply to any claim you may have under the North Dakota Franchise Investment Law.

2. The following sentence is added to the end of Section 5.24:

If any of the above provisions in this Section 5.24 concerning restrictions on competition are inconsistent with the North Dakota Franchise Investment Law or the Rules and Regulations promulgated thereunder, then the North Dakota laws shall apply.

3. The following sentence is added to the end of Sections 6.3 and 8.4:

North Dakota law prohibits us from requiring you to consent to pay liquidated damages.

4. The following sentence is added to the end of Sections 8.1, 8.2, and 8.3:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to mediation outside of North Dakota, consent to jurisdiction of courts outside North Dakota, consent to the application of laws of a state other than North Dakota, or consent to a waiver of trial by jury is void.

5. The following sentence is added to the end of Section 8.4:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to a waiver of exemplary and punitive damages is void.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:_________________________________	By:_________________________________
Print Name: __________________________	Print Name:__________________________
Title:_______________________________	Title:_______________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
<u>REQUIRED FOR RHODE ISLAND FRANCHISEES</u>

This Addendum to the Marble Slab Creamery Agreement dated _______________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. The following paragraph is added to the end of Sections 2.2 and 6.2:

Section 6-50-4 of the Rhode Island Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, you shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. The following language is added to Sections 8.1 and 8.2:

Section 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."

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:_______________________________	By:_______________________________
Print Name: _________________________	Print Name:_________________________
Title:______________________________	Title:______________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
REQUIRED FOR VIRGINIA FRANCHISEES

This Addendum to the Marble Slab Creamery Agreement dated ________________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. Notwithstanding anything contained in the Franchise Agreement or Area Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement. Once we complete this obligation, you must immediately pay us all initial fees we deferred.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:________________________________	By:________________________________
Print Name: ________________________	Print Name:_________________________
Title:______________________________	Title:______________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
<u>REQUIRED FOR WASHINGTON FRANCHISEES</u>

This Addendum to the Marble Slab Creamery Agreement dated _______________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 3.1 of the Franchise Agreement is hereby supplemented with the following:

Due to our financial condition, please be advised that we have secured a surety bond in the amount of $100,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees under the Franchise Agreement that are subject to the jurisdiction of the Washington Franchise Investment Protection Act, which is on file with the Securities Division of the Washington Department of Financial Institutions.

2. The following paragraph is added to the end of Sections 2.2 and 6:

The Washington Franchise Investment Protection Act, RCW 19.100.180, may supersede this Agreement in your relationship with us, including in the areas of termination and renewal of this Agreement. There also may be court decisions in Washington which may supersede this Agreement in your relationship with us, including in the areas of termination and renewal of this Agreement.

3. The following sentence is added to the end of Sections 2.2(d) and 5.25(c)(iv):

The release required by this Section will not apply to your rights under the Washington Franchise Investment Protection Act.

4. The following sentence is added to the end of Sections 3.5 and 5.25(c)(i) and 5.25(c)(ix):

Transfer Fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a Transfer.

5. The following sentence is added to the end of Section 8.2:

In the event of a conflict between the Washington Franchise Investment Protection Act and the law chosen in this Agreement, the provisions of the Act shall prevail.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:________________________________	By:________________________________
Print Name: _________________________	Print Name:_________________________
Title:______________________________	Title:______________________________

ADDENDUM TO THE MARBLE SLAB FRANCHISE AGREEMENT
<u>REQUIRED FOR WISCONSIN FRANCHISEES</u>

This Addendum to the Marble Slab Creamery Agreement dated _______________. (**"Franchise Agreement"**) between Marble Slab Franchising, LLC (**"we," "us,"** or **"our"**) and ____ (**"Franchisee," "you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

1. The following paragraph is added to the end of Sections 2.2 and 6.2:

Section 135.04 of the Wisconsin Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, you shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:________________________________	By:________________________________
Print Name: _________________________	Print Name:_________________________
Title:_______________________________	Title:_______________________________

EXHIBIT B
AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

between

MARBLE SLAB FRANCHISING, LLC

and

____

TABLE OF CONTENTS

Page

MARBLE SLAB CREAMERY®
AREA DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of ____________, 20__ (the **"Effective Date"**) by and between **MARBLE SLAB FRANCHISING, LLC**, a Delaware limited liability company (**"Franchisor"**), and ____, a ____________________ (**"Franchisee"**).

In this Agreement, **"we," "us,"** and **"our"** refers to Marble Slab Franchising, LLC, the Franchisor. **"You"** and **"your"** refers to the Franchisee.

RECITALS

A. We and you have entered into a certain Franchise Agreement dated the same date as this Agreement (the **"Initial Franchise Agreement"**).

B. We desire to grant to you the exclusive right to establish and operate a specified number of franchised MARBLE SLAB CREAMERY stores (**"Stores"**) within a specified geographical area.

C. If you are a corporation, limited liability company, partnership, or other entity (collectively, an **"Entity"**), all of your owners of a legal and/or beneficial interest in the Entity (the **"Owners"**) are listed on **Exhibit A** of this Agreement (**Exhibit A** and all other exhibits hereto being hereby incorporated herein by reference).

D. You desire to establish and operate additional Stores upon the terms and conditions contained in our then-current standard franchise agreements (a **"Franchise Agreement,"** the current form of which is attached hereto as **Exhibit B**).

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Development Rights and Development Area. Subject to the terms and conditions of this Agreement, we grant to you the right, and you undertake the obligation, to establish and operate Stores in the area designated on **Exhibit A** to this Agreement (the **"Development Area"**). The number of Stores is specified in the development schedule in **Exhibit A** (the **"Schedule"**). Each Store will operate pursuant to its own franchise agreement that you and we must sign. You must devote your full time, best efforts to establishing, operating and promoting the number of Stores specified in the Schedule and to the promotion of the MARBLE SLAB CREAMERY brand. Full time, best efforts will require that you not engage in any other business activities and that you not engage in any activity that would present a conflict of interest with your obligations under this Agreement. If we enter into a Satellite Addendum with you permitting you to operate a Satellite (a **"Satellite"**) in a shopping center or mall in which one of your Stores is located, the Satellite shall not count as an additional Store for purposes of satisfying your obligations under this Agreement. This Agreement does not grant you any right to use the Marks (as defined in your Initial Franchise Agreement). Rights to use the Marks are granted only by the Franchise Agreements.

2. Development Fee.

2.1 Development Fee. The total amount of your Development Fee is listed on **Exhibit A** (the **"Development Fee"**). You also will pay the initial franchise fee due for each Store at the time the Franchise Agreement for each Store is executed. The Development Fee will not be refundable, notwithstanding anything to the contrary in this Agreement or any Franchise Agreement. We have the right to set off against any payments that we may owe to you under this

Agreement any fees that you or your affiliates owe to us or our affiliates under this Agreement or any other agreement between us or our affiliates and you or your affiliates.

3. Development Schedule.

3.1 Deadlines. You must enter into Franchise Agreements and open and operate Stores in accordance with the deadlines set forth in the Schedule. By each **"Fee Deadline"** specified in the Schedule, you must have delivered to us an initial franchise fee and a signed copy of our then-current standard form of Franchise Agreement for the number of Stores specified on the Schedule. By each **"Opening Deadline"** specified in the Schedule, you must have the specified number of Stores open and operating. You must locate the Stores only at sites that we have accepted in accordance with the terms of the applicable Franchise Agreement.

(a) During the term of this Agreement, you may qualify for one extension to one of the Opening Deadlines under the Schedule for one of the Stores you are required to open under this Agreement under either of the following two circumstances:

i. If: (i) you have entered into a purchase agreement or Site Lease for the Store within the time period required under the Franchise Agreement for the Store, (ii) you have submitted all construction permits for the build-out of the Store to all applicable governing authorities for approval on or before the Opening Deadline for such Store, and (iii) you are otherwise in compliance with your obligations under this Agreement and the Franchise Agreement for the Store, the Opening Deadline for the Store shall be extended for a period of two months; or

ii. If we grant you a Site Securitization Extension under the Franchise Agreement for the Store, you have paid the 60-Day Extension Fee, and you have entered into a purchase agreement or Site Lease for an accepted Site in accordance with the terms of the Franchise Agreement for the Store before the expiration of the Site Securitization Extension, the Opening Deadline for that Store as specified in the Schedule shall be extended to the date that is 120 days following the earlier to occur of: (a) the date on which you enter into the a purchase agreement or Site Lease, or (b) the expiration of the Site Securitization Extension.

(b) For clarity, you are only eligible to secure one extension to one of the Opening Deadlines set forth in the Schedule during the term of this Agreement.

3.2 Damaged Stores. If a Store is destroyed or damaged by any cause beyond your control such that it may no longer continue to be open for the operation of business, you must immediately give us notice of such destruction or damage (**"Destruction Event"**). You must diligently work to repair and restore the Store to our approved plans and specifications as soon as possible at the same location or at a substitute site accepted by us within the Development Area. If a Store is closed due to a Destruction Event, the Store will continue to be deemed a "Store in operation" for the purpose of this Agreement for up to 180 days after the Destruction Event occurs. If a Store **(i)** is closed in a manner other than those described in this **Section 3.2** or as otherwise agreed by us in writing or **(ii)** fails to reopen within 180 days after a Destruction Event, then we may exercise our rights under **Section 6.2** (Our Remedies).

4. Development Area.

4.1 Exclusivity. UNLESS OTHERWISE SPECIFIED ON EXHIBIT A, YOU HAVE NO EXCLUSIVE RIGHTS TO THE DEVELOPMENT AREA, and, in addition to those rights specified in the last sentence of Section 4.2, we may establish, sell, or license others to open or operate Stores anywhere within the Development Area. If Exhibit A specifies that your Development Area is exclusive, then, while this Agreement is in effect, provided that you open and operate the Stores in accordance with the Schedule and the minimum number of Stores that you have open and operating in the Development Area at any given time is not less than the minimum required pursuant to the Schedule, we will not operate, or license any person other than you to operate, a Store under the Marks and the System within the Development Area.

4.2 <u>No Other Restriction On Us</u>. Except as expressly provided in the last sentence of **Section 4.1**, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Stores. For example, we have the right: **(i)** to establish or acquire franchises and/or company-owned outlets anywhere selling similar products and providing similar services under names and symbols other than the Marks, **(ii)** to sell, or license others to sell, products and services through alternative distribution channels, including e-commerce, using the Marks; **(iii)** to advertise, or authorize others to advertise, anywhere using the Marks; **(iv)** to establish or license stores under the Marks or the System, at any location outside of the Development Area; or **(v)** to be acquired by or merge with other companies, including companies with similar outlets in the Development Area, without any obligation to you. The following non-traditional venues are not included in any exclusive Development Area you might be granted: grocery, conveniences stores, vending machines, travel plazas, airports, university and college campuses, hospitals and medical centers, sports or entertainment venues, general merchandisers, military or other government owned facilities and any other non-traditional venues or channels of distribution, or complementary site to a different primary business, all of which we reserve for our development, or for which we currently have or later enter into an agreement with a franchisee, developer, or any other third party to exclusively develop stores or distribution points in any of these venues on a regional or nationwide basis. These locations are deemed Special Locations, which are unique sites that we obtain through national or regional arrangements with a Host/Authority under a Master Use and Occupancy Agreement or License Agreement. If a Special Location is offered to you, you are not obligated to accept it; however, your acceptance of the Special Location will require you to sign a sublicense agreement without the ability to negotiate any changes with the Host/Authority. You must comply with all terms, including for example, the payment of all license fees, construction-related fees, and other fees imposed by the Host/Authority.

5. <u>Term</u>. This Agreement expires at midnight on the last Opening Deadline date listed on the Schedule, unless this Agreement is terminated sooner as provided in other sections of this Agreement.

6. <u>Termination</u>.

6.1 <u>Events of Default</u>. Any one or more of the following constitutes an "Event of Default" hereunder:

(a) You fail to pay any initial franchise fee or execute any Franchise Agreement by any Fee Deadline specified in the Schedule;

(b) You fail to have open and operating the minimum number of Stores specified in the Schedule by any Opening Deadline specified in the Schedule;

(c) An Event of Default occurs under any of your Franchise Agreements, resulting in the termination of such Franchise Agreement; or

(d) You breach or otherwise fail to comply fully with any other provision contained in this Agreement, including **Section 8** or any applicable law or regulation.

6.2 **<u>Our Remedies</u>.** If any Event of Default occurs under **Section 6.1**, we may declare this Agreement and any and all other rights granted to you under this Agreement to be immediately terminated and of no further force or effect, as follows:

(a) Upon termination due solely to an Event of Default listed in **Section 6.1(a)** or **6.1(b)**, our remedies under this Agreement will be retention of the Development Fee and termination of this Agreement and you will not be relieved of any of your obligations, debts, or liabilities hereunder, including without limitation any debts, obligations, or liabilities which have accrued prior to such termination. Your failure to open and thereafter operate Stores in accordance with the Schedule will not, in itself, constitute cause for us to terminate any previously executed Franchise Agreement. If this Agreement is terminated, you will not receive any reduced initial franchise fee for any later Franchise Agreements that you execute with us.

(b) Upon termination of this Agreement for any other reason whatsoever, we will retain the Development Fee and you will not be relieved of any of your obligations, debts, or liabilities hereunder, including without limitation any debts, obligations, or liabilities which have accrued prior to such termination. The right of termination granted by this **Section 6.2(b)** is in addition to, and not in lieu of, any and all other rights and remedies available to Franchisor at law, in equity, or otherwise, including without limitation the right to injunctive relief, all of which are cumulative.

7. <u>Assignment</u>.

7.1 **<u>By Us</u>**. This Agreement is fully assignable by us and will inure to the benefit of any assignee or other legal successor to our interest.

7.2 **<u>By You</u>.** This Agreement and the rights granted to you under this Agreement are personal to you, and we have granted the License in reliance on your (and, if you are an Entity, your Owners') business skill, financial capacity, and personal character. Accordingly, neither you neither this Agreement, nor any of the rights granted to you hereunder nor any controlling equity interest in you may be voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, assigned or otherwise transferred, given away, or encumbered by you without our prior written consent. Without limiting the foregoing, we will have no obligation to approve any assignment unless you have assigned all of your rights in all Franchise Agreements relating to your Stores located within the Development Area to the proposed assignee in accordance with the provisions of the applicable Franchise Agreements.

(a) If **(i)** you would like to accept a bona fide offer from a third party to purchase your interest in this Agreement, **(ii)** any of your Owners desires to accept an offer from a third party to purchase all or a portion of their equity interests in you that would result in the transfer of control of you (as we determine), or **(iii)** if you or such Owners desire to sell such interests and have found a willing buyer of such interests, you or such Owners will **(i)** notify us in writing of such offer, **(ii)** offer to sell the same interests to us upon the same terms and conditions, and **(iii)** provide such information and documentation relating to such offer as we require. We have the right, exercisable within 30 days after receipt of such offer, information, and documentation, to send written notice to you or such Owners that we intend to purchase the offered interests on the same economic terms and conditions offered by or to the third party or, at our option, the cash equivalent thereof. If we elect to purchase such interests, closing will occur within 90 days after the date of our notice to the seller electing to purchase the interest. If we do not elect to purchase such interest within the 30-day period, you or such Owners may sell or transfer their offered interests to a third party; provided that such sale or transfer: **(i)** is made within 90 days of our election, **(ii)** is made at a price and on the same material terms as those offered to us, and **(iii)** is made in full compliance with all applicable requirements of this **Section 7.2**.

(b) The right of first refusal set forth in **Section 7.2(a)** will not be applicable to assignments, transfers, or sales of your interest in this Agreement or any equity interest in you, made to your spouse or child or any of your existing Owners, provided that the applicable requirements of each Franchise Agreement and **Section 7.2(a)** of this Agreement are complied with fully. Notwithstanding anything else to the contrary in this **Section 7.2**, neither we nor our assignee will exercise this right of first refusal for any partial transfer of the Store.

8. Franchisee's Covenant Not to Compete.

8.1 In-Term Covenants. During the term of this Agreement, except as we otherwise approve in writing, you and your Owners will not, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that manufactures, services or distributes ice cream products or operates, licenses or sublicenses others to operate, or provides services, consulting or brokerage services to, a business that sells ice cream as the primary menu item at any location within the United States or by any means, including, without limitation, sales via the Internet or catalogs (**"Competitive Business"**);

(b) divert or attempt to divert any business or customer or potential business or customer of a Store to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

(d) use any vendor relationship established through your association with us for any purpose other than to purchase products for use or retail sale in a Store.

8.2 Post-Term Covenants. For 2 years after the expiration or termination of this Agreement or an approved transfer to a new franchisee, you and your Owners may not, without our prior written consent, directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within a 5-mile radius of the Development Area or a 5-mile radius of any other Marble Slab Creamery store open or under construction at the time of expiration or termination. The time period in this **Section 8.2** will run from the expiration, termination, or transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first.

8.3 Publicly Traded Corporations. Ownership of less than 5% of the outstanding voting stock of any class of stock of a publicly traded corporation will not, by itself, violate this Section 8.

8.4 Covenants of Owners. The Owners personally bind themselves to this **Section 8** by signing the attached Guarantee.

8.5 Enforcement of Covenants. You acknowledge and agree that (i) the time, territory and scope of the covenants provided in this Section 8 are reasonable and necessary for the protection of our legitimate business interests; (ii) you have received sufficient and valid consideration in exchange for those covenants; (iii) enforcement of the same would not impose undue hardship; and (iv) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section 8 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section 8. You acknowledge that any breach or threatened breach of this Section 8 will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of an injunction prohibiting any conduct violating the terms of this Section 8. Such injunctive relief will be in addition to any other remedies that we may have.

9. Dispute Resolution and Governing Law.

9.1 Forum for Litigation. You and the Owners must file any suit against us, and we may file any suit against you, in federal or state courts located in the State of Delaware. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

9.2 Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

9.3 Mutual Waiver of Jury Trial and Class Actions. You and we each irrevocably waive trial by jury in any litigation. You agree that litigation between us and you will be of our and your individual claims only. None of your claims will be litigated on a class-wide basis.

9.4 Mutual Waiver of Punitive Damages. Each of us waives any right to or claim of punitive, exemplary, multiple, or consequential damages against the other in litigation and agrees to be limited to the recovery of actual damages sustained, except as otherwise expressly provided in any franchise agreement between you and us. You acknowledge that the Development Fee represents a reasonable estimate of damages that would result from termination of this Agreement based on your default.

9.5 Remedies Not Exclusive. Except as provided in **Section 9.4**, no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

9.6 Our Right to Injunctive Relief. Nothing in this Agreement bars our right to obtain injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause us loss or damage. You agree that we will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

9.7 Attorneys' Fees and Costs. You agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners; and (ii) in the defense of any claim you and/or the Owners assert against us on which we substantially prevail in court or other formal legal proceedings.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between you and us with respect to the matters contained herein and supersede all prior discussions, understandings, representations, and agreements concerning the same subject matter. This Agreement includes the terms and conditions on **Exhibit A**, including any schedule attached thereto, which are incorporated into this Agreement by this reference. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation we make in our most recent disclosure document (including exhibits and amendments) delivered to you or your representative.

10.2 Amendments and Modifications. This Agreement may be amended or modified only by a written document signed by each party hereto.

10.3 Waiver. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit of the term or condition, but such waiver must be in writing. No course of dealing or performance by any party, and no failure, omission, delay, or forbearance by any party, in whole or in part, in exercising any right, power, benefit, or remedy, will constitute a waiver of such right, power, benefit, or remedy. Our waiver of any particular default does not affect or impair our rights with respect to any subsequent default you may commit. Our waiver of a default by another franchisee does not affect or impair our right to demand your strict compliance with the terms of this Agreement. We have no obligation to deal with similarly situated franchisees in the same manner. Our acceptance of any payments due from you does not waive any prior defaults.

10.4 Importance of Timely Performance. Time is of the essence in this Agreement.

10.5 Headings. The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions.

10.6 Severability. Each provision of this Agreement is severable from the others. If any provision of this Agreement or any of the documents executed in conjunction with this Agreement is for any reason determined by a court to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability will not affect any other remaining provisions of this Agreement or any other document. The remaining provisions will continue to be given full force and effect and bind us and you.

10.7 Applicable State Law Controlling. If the termination, renewal, or other provisions set forth in this Agreement are inconsistent with any applicable state statute, in effect as of the Effective Date, governing the relationship of franchisors and franchisees, the provisions of such statute will apply hereto, but only to the extent of such inconsistency.

10.8 Survival. Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or assignment of this Agreement will survive such expiration, termination, or assignment, including, but not limited to, **Section 8.**

10.9 Independent Contractor Relationship. This Agreement does not create, nor does any conduct by us create, a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, employee or servant of each other for any purpose. You understand and agree that you are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf, and you will indemnify and hold us and our affiliates harmless against any and all liabilities, claims, actions, losses, damages, and expenses, including, but not limited to, reasonable attorney's fees, arising out of or relating to your failure to comply with the foregoing. During the term of this Agreement, you agree to hold yourself out to the public as an independent contractor operating your Stores under license from us, and you agree to post a notice to that effect in your Stores and, as we direct, in your marketing and on your contracts, forms, stationery, and promotional materials.

10.10 Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be given by one of the following methods of delivery: **(i)** personally; **(ii)** by certified or registered mail, postage prepaid; or **(iii)** by overnight delivery service. Notices to us must be sent to:

GFG Management, LLC
5555 Glenridge Connector, Suite 850
Atlanta, Georgia 30342
Attn: Legal Counsel

Notices to you must be sent to the address listed on **Exhibit A**. Either party may change its mailing address by giving notice to the other party. Notices shall be deemed received the same day when delivered personally, upon receipt when sent by registered or certified mail or overnight delivery service.

10.11 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

10.12 Successors and Assigns. Except as expressly otherwise provided herein, this Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors, and permitted assigns.

10.13 Taxes. You are responsible for all taxes, assessments, and government charges levied or assessed on you in connection with your business activities under this Agreement. In addition, as part of the Development Fee, you will pay to us the amount of any taxes imposed on us or our affiliates (and any taxes imposed on us or our affiliates as a result of such imposition) by federal, state, or local taxing authorities as a result of our receipt of the Development Fee, not including any tax measured on our income.

10.14 Compliance with Laws and Regulations. You must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. You will obtain and maintain in good standing any and all licenses, permits, and consents necessary for you to lawfully operate the Store. You have sole responsibility for such compliance despite any information or advice that we may provide.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the Effective Date.

IF YOU ARE AN INDIVIDUAL: PLEASE SIGN BELOW.

MARBLE SLAB FRANCHISING, LLC

By:__________________________________

Title:________________________________

Date:________________________________

____
[NAME OF FRANCHISEE]

Date:________________________________

IF YOU ARE A CORPORATION OR LIMITED LIABILITY COMPANY: THE OPERATING PRINCIPAL MUST SIGN THIS AGREEMENT ON BEHALF OF THE CORPORATION OR LLC. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY THE OPERATING PRINCIPAL AND ALL OTHER OWNERS OF AN EQUITY INTEREST IN THE COMPANY AND THEIR SPOUSES, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

MARBLE SLAB FRANCHISING, LLC

By:__________________________________

Title:________________________________

Date:________________________________

____
[INSERT YOUR ENTITY NAME]

By:______________________________

Title:____________________________

Date:____________________________

IF YOU ARE A PARTNERSHIP: ALL PARTNERS MUST SIGN THIS AGREEMENT. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY ALL PARTNERS AND THEIR SPOUSES, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

MARBLE SLAB FRANCHISING, LLC

By:__________________________________

Title:________________________________

Date:________________________________

____
[INSERT YOUR PARTNERSHIP NAME]

By:______________________________

Title:____________________________

Date:____________________________

By:______________________________

Title:____________________________

Date:____________________________

MARBLE SLAB FRANCHISING, LLC

PAYMENT AND PERFORMANCE GUARANTEE

In order to induce Marble Slab Franchising, LLC (**"Franchisor"**) to enter into a Marble Slab Creamery Area Development Agreement (the **"Agreement"**) by and between Franchisor and the Franchisee named in the Agreement to which this Payment and Performance Guarantee (the **"Guarantee"**) is attached (**"Franchisee"**), the undersigned (collectively referred to as the **"Guarantors"** and individually referred to as a **"Guarantor"**) hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the **"Guaranteed Liabilities"**). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities. The Guarantors represent and agree that they have each reviewed a copy of the Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Agreement and this Guarantee.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

3. Term: No Waiver. This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of **Section 8** of the Agreement as though each such Guarantor were the **"Franchisee"** named in the Agreement and agrees that he or she will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Agreement and will not take any action that would cause Franchisee to be in breach of the Agreement.

5. Dispute Resolution. **Section 9** of the Agreement is hereby incorporated herein by reference and will be applicable to any disputes between Franchisor and any of the Guarantors, as though Guarantor were the **"Franchisee"** referred to in the Agreement.

6. Miscellaneous. This Guarantee is binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

Guarantor Number 1

Witness No. 1:

______________________________ ______________________________
Signature Signature
Print Name: ____________________ Print Name: ____________________

Witness No. 2: Address: ____________________

______________________________ ______________________________
Signature
Print Name: ____________________

Guarantor Number 1 – Spouse Guarantee

Witness No. 1:

______________________________ ______________________________
Signature Signature
Print Name: ____________________ Print Name: ____________________

Witness No. 2: Address: ____________________

______________________________ ______________________________
Signature
Print Name: ____________________

Guarantor Number 2

Witness No. 1:

______________________________ ______________________________
Signature Signature
Print Name: ____________________ Print Name: ____________________

Witness No. 2: Address: ____________________

______________________________ ______________________________
Signature
Print Name: ____________________

Guarantor Number 2 – Spouse Guarantee

Witness No. 1:

______________________________ ______________________________
Signature Signature
Print Name: ____________________ Print Name: ____________________

Witness No. 2: Address: ____________________

______________________________ ______________________________
Signature
Print Name: ____________________

Guarantor Number 3

Witness No. 1:	
______________________________	______________________________
Signature	Signature
Print Name: ______________________	Print Name: ______________________
Witness No. 2:	Address: ______________________
______________________________	______________________________
Signature	
Print Name:______________________	

Guarantor Number 3 – Spouse Guarantee

Witness No. 1:	
______________________________	______________________________
Signature	Signature
Print Name: ______________________	Print Name: ______________________
Witness No. 2:	Address: ______________________
______________________________	______________________________
Signature	
Print Name:______________________	

Guarantor Number 4

Witness No. 1:	
______________________________	______________________________
Signature	Signature
Print Name: ______________________	Print Name: ______________________
Witness No. 2:	Address: ______________________
______________________________	______________________________
Signature	
Print Name:______________________	

Guarantor Number 4 – Spouse Guarantee

Witness No. 1:	
______________________________	______________________________
Signature	Signature
Print Name: ______________________	Print Name: ______________________
Witness No. 2:	Address: ______________________
______________________________	______________________________
Signature	
Print Name:______________________	

EXHIBIT A
TO THE
AREA DEVELOPMENT AGREEMENT

General

1. Development Area (Section 1): [attach map if necessary]

2. Total Development Fee (Section 2): $.

Store Number	Initial Franchise Fee*
1	
2	
3	
4	
5	
6	
7	
8	

* The actual initial franchise fee will be determined at the time the Franchise Agreement is executed.

3. Development Schedule (Section 3): You agree to establish and operate a total of ___ Stores within the Development Area during the term of this Agreement.

NUMBER OF STORES The Minimum Number of Stores in Compliance by Each Fee Deadline and Opening Deadline	FEE DEADLINE Deadline for Paying Initial Franchise Fee and Executing Franchise Agreement for Each Store (at least 180 days before the Opening Deadline)	OPENING DEADLINE Deadline for Having the Minimum Number of Stores Open and Operating
1	______________, 20___	______________, 20___
2	______________, 20___	______________, 20___
3	______________, 20___	______________, 20___
4	______________, 20___	______________, 20___
5	______________, 20___	______________, 20___
6	______________, 20___	______________, 20___
7	______________, 20___	______________, 20___

NUMBER OF STORES The Minimum Number of Stores in Compliance by Each Fee Deadline and Opening Deadline	**FEE DEADLINE** Deadline for Paying Initial Franchise Fee and Executing Franchise Agreement for Each Store (at least 180 days before the Opening Deadline)	**OPENING DEADLINE** Deadline for Having the Minimum Number of Stores Open and Operating
8	_____________, 20___	_____________, 20___ (the Expiration Date of the Agreement)

On up to 2 separate occasions, you may extend the Opening Deadline for any 1 Store by paying the Franchise Fee for that one store at the time of granting the extension.

4. **Ownership of Franchisee**: If the franchisee is an Entity, the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Name	Percentage Ownership
	______%
	______%
	______%

5. **Exclusivity (Section 4.1):** Your Development Area [is/is not] exclusive.

6. **Franchisee's Address for Notices (Section 10.10):**

7. **Other Terms:**

EXHIBIT B
TO THE
AREA DEVELOPMENT AGREEMENT

Form of Franchise Agreement

[See Exhibit A to Franchise Disclosure Document]

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
<u>REQUIRED FOR CALIFORNIA FRANCHISEES</u>

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________ ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. Section 2 of the Development Agreement is hereby supplemented with the following:

Due to our financial condition, please be advised that we have secured a surety bond in the amount of $30,000 to demonstrate our financial capability to fulfill our pre-opening obligations to developers under the Area Development Agreement that are subject to the jurisdiction of the California Franchise Investment Law, which is on file with the California Department of Business Oversight.

2. Section 8.2 of the Area Development Agreement is replaced with the following:

8.2 **<u>Post-Term Covenants</u>** For one year after the expiration or termination of this Agreement or an approved transfer to a new franchisee, you and your Owners may not, without our prior written consent, directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within a five-mile radius of the Development Area. With respect to the Owners, the time period in this Section 8.2 will run from the expiration, termination, or Transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first. This provision may not be enforceable under California law.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

4. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:_________________________________
Print Name: ___________________	Print Name:__________________________
Title:_________________________	Title:________________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
<u>REQUIRED FOR HAWAII FRANCHISEES</u>

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

2. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

3. Notwithstanding anything contained in the Area Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:__________________________	By:________________________________
Print Name: ___________________	Print Name:_________________________
Title:_________________________	Title:______________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. Due to our financial condition, please be advised that we have secured a surety bond in the amount of $40,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status. A copy of the Surety Bond is on file with the Office of the Illinois Attorney General.

2. The following sentence is added to the end of Section 6.2:

The conditions under which the Franchise Agreement can be terminated and your rights upon non-renewal of the Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act, 815 ILCS 705/19, 20 (West 2016).

3. The following sentence is added to the end of Section 9.1:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in an Area Development Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

4. The following sentence is added to the end of Section 9.2:

Notwithstanding the foregoing, Illinois law shall govern this Agreement.

5. The following sentence is added to the end of Section 10.1:

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

7. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:_________________________________
Print Name: ___________________	Print Name:_________________________
Title:_________________________	Title:_______________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
REQUIRED FOR INDIANA FRANCHISEES

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. The following sentence is added to the end of Section 9.1:

Notwithstanding the foregoing, you may bring a lawsuit in Indiana for claims arising under the Indiana Deceptive Franchise Practices Law.

2. The following sentence is added to the end of Section 9.2:

Notwithstanding the foregoing, the Indiana Deceptive Franchise Practices Law shall govern any claim arising under that law.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

4. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:________________________________
Print Name: ___________________	Print Name:__________________________
Title:_________________________	Title:______________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. Section 2 of the Development Agreement is amended to add the following:

Due to our financial condition, please be advised that we have obtained a surety bond in the amount of $80,000 to demonstrate our financial capability to fulfill our pre-opening obligations to developers that are subject to the jurisdiction of the Maryland Franchise Registration and Disclosure Law under the Area Development Agreement, which is on file with the Maryland Securities Division.

2. The following sentence is added to the end of Section 9.1:

Notwithstanding the foregoing, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

4. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:_________________________________
Print Name: ____________________	Print Name:__________________________
Title:_________________________	Title:________________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. The following sentence is added to the end of Section 6.2:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 90 days notice of termination (with 60 days to cure).

2. The following sentence is added to the end of Sections 9.4:

Any provision that requires you to consent to liquidated damages, termination penalties, or judgment notes may not be enforceable under Minnesota law.

3. The following sentences are added to the end of Sections 9.1 and 9.2:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or Area Development Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

5. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:_________________________________
Print Name: ____________________	Print Name:__________________________
Title:_________________________	Title:_______________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
REQUIRED FOR NEW YORK FRANCHISEES

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. Any provision in the Area Development Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695, may not be enforceable.

2. The following sentence is added to Section 7.1:

We will not assign our rights under this Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under this Agreement.

3. The following sentence is added to the end of Sections 9.6:

Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

4. The following sentence is added to the end of Section 9.2:

Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

5. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

6. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

MARBLE SLABFRANCHISING, LLC:	**FRANCHISEE:**
By:____________________________	By:____________________________
Print Name: ____________________	Print Name:_____________________
Title:__________________________	Title:__________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
<u>REQUIRED FOR NORTH DAKOTA FRANCHISEES</u>

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. The following sentence is added to the end of Sections 8.1 and 8.2:

If any of the above provisions in this Section concerning restrictions on competition are inconsistent with the North Dakota Franchise Investment Law or the Rules and Regulations promulgated thereunder, then the North Dakota laws shall apply.

2. The following sentence is added to the end of Sections 9.1, 9.2, and 9.3:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to mediation outside of North Dakota, consent to jurisdiction of courts outside North Dakota, consent to the application of laws of a state other than North Dakota, or consent to a waiver of trial by jury is void.

3. The following sentence is added to the end of Section 9.4:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to a waiver of exemplary and punitive damages is void.

4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

5. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:__________________________________
Print Name: ____________________	Print Name:__________________________
Title:__________________________	Title:________________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
REQUIRED FOR RHODE ISLAND FRANCHISEES

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. The following paragraph is added to the end of Section 6.2:

Section 6-50-4 of the Rhode Island Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Area Development Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Area Development Agreement, you shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. The following language is added to Sections 9.1 and 9.2:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in an Area Development 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."

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

4. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:_________________________________
Print Name: ___________________	Print Name:__________________________
Title:_________________________	Title:_______________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
REQUIRED FOR WASHINGTON FRANCHISEES

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. Section 2 of the Development Agreement is hereby supplemented with the following:

Due to our financial condition, please be advised that we have secured a surety bond in the amount of $100,000 to demonstrate our financial capability to fulfill our pre-opening obligations to developers under the Development Agreement that are subject to the jurisdiction of the Washington Franchise Investment Protection Act, which is on file with the Securities Division of the Washington Department of Financial Institutions.

2. The following paragraph is added to the end of Section 6.2:

The Washington Franchise Investment Protection Act, RCW 19.100.180, may supersede this Agreement in your relationship with us, including in the areas of termination of this Agreement. There also may be court decisions in Washington which may supersede this Agreement in your relationship with us, including in the areas of termination of this Agreement.

3. The following sentence is added to the end of Section 9.2:

In the event of a conflict between the Washington Franchise Investment Protection Act and the law chosen in this Agreement, the provisions of the Act shall prevail.

4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

5. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified in full force and effect.

MARBLE SLAB FRANCHISING, LLC:

By:____________________________

Print Name: ______________________

Title:____________________________

FRANCHISEE:

By:____________________________________

Print Name:_____________________________

Title:___________________________________

ADDENDUM TO THE MARBLE SLAB CREAMERY AREA DEVELOPMENT AGREEMENT
REQUIRED FOR WISCONSIN FRANCHISEES

This Addendum to the Marble Slab Creamery Area Development Agreement dated ________________. ("Area Development Agreement") between Marble Slab Franchising, LLC ("we" or "us") and ____ ("Franchisee," "you," or "your") is entered into simultaneously with the execution of the Area Development Agreement.

1. The following paragraph is added to the end of Section 6.2:

Section 135.04 of the Wisconsin Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Area Development Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Area Development Agreement, you shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

3. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified in full force and effect.

MARBLE SLAB FRANCHISING, LLC:	**FRANCHISEE:**
By:___________________________	By:_________________________________
Print Name: ___________________	Print Name:__________________________
Title:_________________________	Title:_______________________________

EXHIBIT C
ADDITIONAL STATE-REQUIRED DISCLOSURES

CALIFORNIA DISCLOSURE

In recognition of the requirements of the California Franchise Investment law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Franchise Disclosure Document for Marble Slab Franchising, LLC in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

1. Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of the website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

2. The following risk factor is added to the State Cover Page:

THIS FRANCHISE DOES NOT PROVIDE FOR AN EXCLUSIVE TERRITORY.

3. **Item 3**, "Litigation," shall be amended by the addition of the following paragraphs:

Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

Neither we, nor any person identified in **Item 2** above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a. et seq.) suspending or expelling such person from membership in such association or exchange.

4. **Item 5**, Additional Disclosures. The following statements are added to Item 5:

Due to our financial condition, please be advised that we have secured a surety bond in the amount of $30,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees/developers under the Franchise Agreement and/or Area Development Agreement that are subject to the jurisdiction of the California Franchise Investment Law, which is on file with the California Department of Business Oversight.

5. **Item 6**, the following statement is added to the end of Item 6:

You will not be charged more than 10% interest if you are a resident of California or are operating the Store in California.

6. **Item 11**, the following statement is added to Section 1. Designate Areas:

The Site Selection Area for individual stores to be opened under each Area Development Agreement will be governed by the Franchise Agreement.

7. **Item 12**, the following statement is added to Item 12:

The Territory for the individual stores to be opened under each Area Development will not be granted an exclusive territory.

8. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of franchise. If the Franchise Agreement contains a provisions that is inconsistent with the law, the law will control.

9. **Item 19**, "Financial Performance Representation": The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

10. (a) THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

(b) Neither franchisor, any person of franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et. Seq., suspending or expelling these persons from membership in this association or exchange.

(c) California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

(d) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

(e) The Franchise Agreement contains a clause that may be construed as a liquidated damages clause, even though we do not believe that it is a liquidated damages clause. However, under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.

(f) The Franchise Agreement requires application of the laws of the state of Delaware. This provision may not be enforceable under California law.

(g) Section 31125 of the Franchise Investment Law requires us to give you a Disclosure Document approved by the Commissioner of Business Oversight before we ask you to consider a material modification of your franchise agreement.

(h) You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

(i) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 *et seq.*).

HAWAII DISCLOSURE

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY OF ONLY CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH MARBLE SLAB FRANCHISING, LLC AND THE FRANCHISEE.

Notwithstanding anything contained in the Franchise Agreement or Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

Registered agent in the State of Hawaii authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813. Phone No. (808) 586-2722.

ILLINOIS DISCLOSURE

Illinois law governs the Franchise Agreement.

Please be advised that we have secured a surety bond in the amount of $40,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees/developers under the Franchise Agreement and/or Area Development Agreement. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status. A copy of the Surety Bond is on file with the Office of the Illinois Attorney General.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois void.

MARYLAND DISCLOSURE

1. **Item 5. Additional Disclosure.** Due to our financial condition, please be advised that we have obtained a surety bond in the amount of $80,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees/developers that are subject to the jurisdiction of the Maryland Franchise Registration and Disclosure Law under the Franchise Agreement and/or Area Development Agreement, which is on file with the Maryland Securities Division.

2. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

> The Franchise Agreement requires a general release as a condition of renewal, sale, and/or assignment/transfer. This general release will not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law.
>
> You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

3. Exhibit K, "Compliance Questionnaire," shall be amended by the addition of the following language after the final sentence:

> The questions asked in this document and your responses to those questions are not intended to be, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MICHIGAN DISCLOSURE

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition of the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchisee on the same terms as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

MINNESOTA DISCLOSURE

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Marble Slab Franchising, LLC for use in the State of Minnesota shall be amended to include the following:

1. **Item 13**, "Trademarks," shall be amended by the addition of the following at the end of the 4th paragraph:

> Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our proprietary marks.

2. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

> With respect to franchisees governed by Minnesota law, we 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) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.
>
> Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.
>
> Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
>
> Minn. Rule 2860.4400J prohibits us from requiring a waiver of a jury trial.

NEW YORK DISCLOSURE

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for Marble Slab Franchising, LLC for use in the State of New York shall be amended as follows:

1. In **Item 3**, under the heading "Litigation," the last paragraph shall be deleted in its entirety, and the following shall be substituted in lieu thereof:

> Except as described above, neither we, nor any of our predecessors, nor any person identified in **Item 2** above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action (or a significant number of civil or arbitration actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.
>
> Except as described above, neither we, nor any of our predecessors, nor any person identified in **Item 2** above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded *nolo contendere* to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded *nolo contendere* to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

Except as described above, neither we, nor any of our predecessors, nor any person identified in **Item 2** above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Accordingly, other than the actions described above, no litigation is required to be disclosed in this Franchise Disclosure Document.

2. **Item 4**, under the heading "Bankruptcy," the second paragraph shall be deleted in its entirety, and the following shall be substituted in lieu thereof:

Neither Marble Slab, nor any predecessor or current officer of Marble Slab, during the 15-year period immediately preceding the date of this Franchise Disclosure Document, has been adjudicated bankrupt; or reorganized due to insolvency; or been a principal officer in a company, or a shareholder of the parent; at or within one year of the time that such company or parent was adjudicated bankrupt or reorganized due to insolvency; or is otherwise subject to any such prior or pending bankruptcy or reorganization hearing.

3. **Item 5**, "Initial Franchise Fee," shall be amended by the addition of the following paragraph at the end of the Item:

Proceeds from the Initial Franchise Fees are, in part, profit to us and are, in part, used to defray our expenses and costs related to establishing, offering franchises under, and maintaining the System, such as our employees' salaries, research and development, providing you with initial and continuing assistance and advice in the establishment and continued operation of your Store, and the protection and enforcement of the Proprietary Marks of the System, to list just a few.

4. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting the introductory paragraph and the following new introductory paragraph shall be substituted in lieu thereof:

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read the provisions in the agreements attached to this Franchise Disclosure Document.

5. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting "d.," "j.," and "w." under the part of **Item 17** that addresses the Franchise Agreement, and the following new "d.," "j.," and "w." shall be substituted in lieu thereof:

Provision	Section in Franchise Agreement	Summary
d. Termination by you	§ 15.4	Pursuant to the New York General Business Law, you may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by us	§ 14	There are no limits on our right to assign the Franchise Agreement. However, no assignment will be made except to any assignee who in the good faith and judgment of the Franchisor is willing and able to assume the Franchisor's obligations under the Franchise Agreement.
w. Choice of law	§ 24	Delaware law applies. The foregoing choice of law should not be considered a waiver of any right conferred upon either the Franchisor or upon the Franchisee by Article 33 of the New York General Business Law.

6. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

NORTH DAKOTA DISCLOSURE

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Marble Slab Franchising, LLC shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Sites of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

2. Due to our financial condition, please be advised that we have secured a surety bond in the amount of $40,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees/developers under the Franchise Agreement and/or Area Development Agreement that are subject to the jurisdiction of the North Dakota Franchise Investment Law, which is on file with the State of North Dakota Securities Commission.

RHODE ISLAND DISCLOSURE

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Marble Slab Franchising, LLC for use in the State of Rhode Island shall be amended to include the following:

1. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

> § 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."

SOUTH DAKOTA DISCLOSURE

Due to our financial condition, please be advised that we have secured a surety bond in the amount of $35,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees/developers under the Franchise Agreement and/or Area Development Agreement that are subject to the jurisdiction of the South Dakota Codified Law (SDCL) 37-5B, which is on file with the South Dakota Department of Labor and Regulation.

VIRGINIA DISCLOSURE

In recognition of the requirements of the Virginia Retail Franchising Act the Franchise Disclosure Document for Marble Slab Franchising, LLC for use in the State of Virginia shall be amended as follows:

1. **Item 5** shall be amended as follows:

   Notwithstanding anything contained in the Franchise Agreement or Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement. Once we complete this obligation, you must immediately pay us all initial fees we deferred.

2. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs in subsection (h):

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

WASHINGTON DISCLOSURE

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document for Marble Slab Franchising, LLC for use in the State of Washington shall be amended as follows:

1. **Item 5. Additional Disclosure.** Due to our financial condition, please be advised that we have secured a surety bond in the amount of $100,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees/developers under the Franchise Agreement and the Development Agreement that are subject to the jurisdiction of the Washington Franchise Investment Protection Act, which is on file with the Securities Division of the Washington Department of Financial Institutions.

2. **Item 5**, "Initial Fees", shall be amended to disclose that franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of the State of Washington.

3. **Item 17**, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the conclusion of the Item:

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement, in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall 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.

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

EXHIBIT D
GENERAL RELEASE

GENERAL RELEASE

THIS GENERAL RELEASE (**"Release"**) is executed on ____________________by ____________________________ (**"Franchisee"**), __________________________ (**"Guarantors"**), and _____________________________ (**"Transferee"**) as a condition of **(1)** the transfer of the Marble Slab Creamery Franchise Agreement dated ______________ between Marble Slab Franchising, LLC (**"MSF"**) and Franchisee (**"Franchise Agreement"**); or **(2)** the execution of a successor Franchise Agreement by Franchisee and MSF. (If this Release is executed under the conditions set forth in (2) above, all references in this Release to "Transferee" should be ignored.)

1. Release by Franchisee, Transferee and Guarantors. Franchisee and Transferee (on behalf of themselves and their parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the **"Releasors"**) freely and without any influence forever release **(i)** MSF, **(ii)** MSF's past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and **(iii)** MSF's parent, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, (collectively, the **"Released Parties"**) from any and all claims, debts, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, **"Claims"**), which any Releasor ever owned or held, now own or hold, or may in the future own or hold, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances and claims arising out of, or relating to, the Franchise Agreement and all other agreements between any Releasor and MSF or MSF's parent, subsidiaries, or affiliates, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

2. Risk of Changed Facts. Franchisee, Transferee, and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee, Transferee, and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. Covenant Not to Sue. Franchisee, Transferee, and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. No Prior Assignment and Competency. Franchisee, Transferee, and Guarantors represent and warrant that: **(i)** the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; **(ii)** each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and **(iii)** this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. Complete Defense. Franchisee, Transferee, and Guarantors: **(i)** acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and **(ii)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

7. Counterparts. This Release may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8. Capitalized Terms. Any capitalized terms that are not defined in this Release shall have the meaning given them in the Franchise Agreement.

IN WITNESS WHEREOF, Franchisee, Transferee, and Guarantors have executed this Release as of the date shown above.

ATTEST:	**FRANCHISEE:**
By: ______________________	By: ______________________
Print Name: ______________________	Print Name: ______________________
	Title ______________________
	Date: ______________________
ATTEST:	**TRANSFEREE:**
By: ______________________	By: ______________________
Print Name: ______________________	Print Name: ______________________
	Title ______________________
	Date: ______________________
WITNESS:	**GUARANTOR:**
______________________	______________________
Print Name: ______________________	Print Name: ______________________
	Date: ______________________
WITNESS:	**GUARANTOR:**
______________________	______________________
Print Name: ______________________	Print Name: ______________________
	Date: ______________________

EXHIBIT E
NON DISCLOSURE AND NON-COMPETE AGREEMENT

NON DISCLOSURE AND NON-COMPETE AGREEMENT

This Agreement is dated [Date]. The parties are [Name of Franchisee] (referred to as **"we"**, **"us"**, and **"our"**), located at [Address], and [Name of Employee] (referred to as **"you"** and **"your"**). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of Marble Slab Franchising, LLC **("MSF"**) under a Marble Slab Creamery Franchise Agreement dated [Date] (the **"Franchise Agreement"**). We have a license to use the certain trademarks designated by MSF (the **"Marks"**), certain policies and procedures used in Marble Slab Creamery businesses (the **"System"**), and the Confidential Information developed and owned by MSF in our Marble Slab Creamery store (the **"Store"**). MSF recognizes that, in order for us to effectively operate our business, our employees must have access to certain confidential information and trade secrets owned by MSF. Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm MSF, other franchise owners, and us. Accordingly, MSF requires us to have you to sign this Agreement.

AGREEMENT

1. <u>Confidential Information</u>. As used in this Agreement, **"Confidential Information"** means all manuals, trade secrets, know-how, methods, training materials, information, management procedures, and marketing and pricing techniques relating to the Store, the Marble Slab Creamery System, or MSF's business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, and other confidential information of MSF, MSF's affiliates, or us (collectively, the **"Interested Parties"**) that you obtain during your association with us.

2. <u>Nondisclosure</u>. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, MSF's, or MSF's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. <u>Return of Confidential Information</u>. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. <u>Non-Compete During Association</u>. You may not, during your association with us, without our prior written consent:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that operates or licenses others to operate a restaurant, retail outlet, catering business, or any similar food business that primarily serves ice cream as the primary menu item, at any location in the United States or by any means, including, without limitation, sales via the Internet or catalogs (**"Competitive Business"**);

(b) divert or attempt to divert any business or customer or potential business or customer of the Store to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

(d) use any vendor relationship established through your association with us for any purpose other than to purchase products for use or retail sale in the Store.

5. Non-Compete After Association Ends. For two years after your association with us ends for any reason, you may not, without our prior written consent:

(a) directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within a five-mile radius of our Store; or

(b) directly or indirectly solicit any individual or company that has been a customer of our Store within 1 year prior to the date you left our business, for the purpose of inducing that person or company to become a customer of any Competitive Business.

6. Remedies. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

7. Severability. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

8. Independent Agreement. The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

9. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of MSF and MSF's affiliates. We, MSF, and MSF's affiliates have the right to enforce this Agreement directly against you.

10. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

11. Modification and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

12. Governing Law. This Agreement is governed by the laws of the state in which our principal office is located.

13. Attorneys' Fees. If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorney's fees, to the extent that we prevail on the merits.

14. <u>Representation</u>. You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

______________________________ __________________________________

WITNESS **EMPLOYEE**

EXHIBIT F
MANUALS' TABLES OF CONTENTS

Table of Contents

Table of Contents

-confidential-

EXHIBIT G

STATE ADMINISTRATORS AND AGENT FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

CALIFORNIA

Office of the Commissioner
California Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013
(866) 275-2677

CONNECTICUT

Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8233

FLORIDA

Department of Agriculture and Consumer Services
Division of Consumer Services
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800
(850) 922-2770

HAWAII

Hawaii Securities Commissioner
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Franchise Bureau
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101
(651) 539-1600

NEBRASKA

Department of Banking and Finance
Commerce Court
1230 "O" Street, Suite 400
PO Box 95006
Lincoln, NE 68509-5006
(402) 471-3445

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Department of Consumer and Business Services
Division of Finance
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

RHODE ISLAND

Director of Business Regulations
State of Rhode Island
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910
(401) 277-3048

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

TEXAS

Secretary of State
Statutory Document Section
P.O. Box 12887
Austin, Texas 78711
(512) 475-1769

UTAH

Director, Division of Consumer Protection
Utah Department of Commerce
160 East 300 South
P.O. Box 146704
Salt Lake City, Utah 84114-6704
(801) 530-6601

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

Securities Division
Department of Financial Institutions
150 Israel Road
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Wisconsin Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Commissioner of Business Oversight
California Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013

HAWAII

Hawaii Securities Commissioner
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101
(651) 539-1600

NEW YORK

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231

NORTH DAKOTA

North Dakota Securities Commissioner
State Capitol
Bismarck, North Dakota 58505

OREGON

Director
Department of Insurance and Finance
700 Summer Street, N.E.
Suite 120
Salem, Oregon 97310

RHODE ISLAND

Director of Department of Business Regulation
Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501-3185

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street
1st Floor
Richmond, Virginia 23219

WASHINGTON

Director of the Securities Division
Department of Financial Institutions
State of Washington
150 Israel Road
Tumwater, Washington 98501

WISCONSIN

Wisconsin Commissioner of Securities
201 W. Washington Ave., Suite 300
Madison, WI 53703

EXHIBIT H
LIST OF FRANCHISEES AND STORES

Franchisees with Open Stores as of December 31, 2018

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
682	Gina Gorski	1118 N. Muldoon Rd.#155		Anchorage	AK	99504	(907) 272-7522	
944	Stephen Newton	350 The Bridge Street	Suite 1126	Huntsville	AL	35806	256-705-6667	
992	Brock Crowley	740 Schillinger Road South, Unit B2		Mobile	AL	36695	(251) 633-0636	C
991	Brock Crowley	3950-A Airport Blvd.		Mobile	AL	36608	(251) 345-1928	C
943	Soo Cho	2340 Tiger Town Parkway		Opelika	AL	36801	(334) 745-0033	
963	Brock Crowley	30500 State Hwy 181	Suite 811	Spanish Fort	AL	36527	(251) 621-7900	C
971	Geri Fields	231 Adams Center	Troy U	Troy	AL	36082		
842	Chad Rockett	605 Salem Road	Building B, Suite 1	Conway	AR	72034		C
983	Tracy Hoskins			Fayetteville	AR			

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
924	Vallabhai Bandrapalli	17821 Chenal Pkwy	Suite D-113	Little Rock	AR	72223	501-448-2639	C
511	Jack Rocha	1512 E. Champlain Drive	Suite 105	Fresno	CA	93720	(559) 433-6671	
803	Kunal Patel	27001 US Highway 19 North	Space 2070	Clearwater	FL	33761	863-967-4246	
745	Brad Porter	34904 Emerald Coast Hwy., #128		Destin	FL	32541	(850) 269-3210	
947	Steven Wu	840 Gulf Breeze Parkway		Gulf Breeze	FL	32561	(850) 934-7522	
857	Chris Webb	12805 US 98		Inlet Beach	FL	32413	850-249-0205	C
988	Herm Correa	2000 Hendricks Avenue		Jacksonville	FL	32207	904-390-7686	
871	Narinder Mangar	415 North Alafaya Trails		Orlando	FL	32828	(407) 382-3811	
560	Vimal Talati	600 Pier Park Drive	Suite 120	Panama City	FL	32413	(850) 233-4770	
796	Tushar Shah	9952 Hutchinson Blvd.		Panama City Beach	FL	32407	850-234-9999	
851	Thuy Nguyen	5405 N. 9th Avenue		Pensacola	FL	32504	(850) 478-4547	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
1012	Allison Torchio	1053 A1A Beach Blvd.		St. Augustine	FL	32080	904 461 3536	
797	April Harris	705 Town Boulevard	Suite 500	Atlanta	GA	30319	678-705-5335	
931	Anil Patel	Clark Univ	250 Student Center	Atlanta	GA	30314		
967	Stephen Deraney	6323 Grand Hickory	100-E	Braselton	GA	30517		
773	Chandra Patel	5555 Whittlesey Blvd	Suite 1940	Columbus	GA	31909	(706) 320-0982	
930	David Curry	2239 Hwy 20 SE	Suite K	Conyers	GA	30013		C
949	Joe Deraney	145 Forest Blvd	#400	Dawsonville	GA	30534		
990	Charles Runge	4484 Jimmy Lee Smith Pkwy		Hiram	GA		770-575-0894	C
835	Anil Patel	5976 Zebulon Road		Macon	GA	31210	478-471-8045	
993	Robert Quinilty	4101 Roswell Rd	Suite 308	Marietta	GA		404-594-9123	C
780	Vanita Patel	2011 Jonesboro Road	Suite 21	McDonough	GA	30253	(770) 320-9600	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
966	Candy Strain	96 S Point Blvd		McDonough	GA	30253		
182	Mukesh Patel	403 City Circle		Peachtree City	GA	30269	(770) 486-4933	
845	Sanjay Patel	238 Pooler Pkwy		Pooler	GA	31322		
999	David Curry	604 Eagles Landing Pkwy		Stockbridge	GA	30281	678-672-7456	C
GM002	Joseph "Jay" Quito	138 West Seaton Blvd		Hagatna	GUAM	96910		
GM001	Joseph "Jay" Quito	1069 Army Drive, Suite 103		Lower Barrigada Heights	Guam	96913	671-637-4672	
523	Amy Kitendaugh	69-201 Waikoloa Beach Drive	Suite 601	Waikoloa	HI	96738	(808) 886-2483	
349	Randy Lippert	2310 SE Delaware Avenue #O		Ankeny	IA	50021	(515) 964-9300	
636	Scott Henderson	1211 Savoy Plaza Lane		Savoy	IL	61874	(217) 359-5950	
853	Dinesh Kataria	1251 US Highway 31N		Greenwood	IN	46146	317-698-1307	
778	Mohamad Issa	2000 North Rock Rd	Suite 106	Wichita	KS	67206	(316) 634-0660	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
068	Michael Elakoum	2561 Citiplace Court	Suite 8003	Baton Rouge	LA	70808	(225) 216-7997	
644	Muzaffar Ali	6401 Bluebonnet Blvd.		Baton Rouge	LA	70809	(225) 761-7811	
956	Ryan Hess	70415 Hwy 21	Ste B	Covington	LA	70433		
880	John Gremellion	Juban Crossing 27306 Crossing Bldg B Ste 2210		Denham Springs	LA	70726		C
809	Asit Danak	2865 Derek Drive		Lake Charles	LA	70607	337-478-4540	
493	David McConathy	2501-C McRae Road		Leesville	LA	71446	(337) 238-1050	C
041	Shelley Becker-Bock	4201 Veterans Memorial Blvd.	Suite D	Metairie	LA	70006	(504) 887-2167	
976	John Gremillion	17357 Airline Hwy	Suite A	Prairieville	LA	70769	225-953-8434	C
754	Dennis Bozeman	1655 E. Bert Kouns Ind. Loop, #200		Shreveport	LA	71105	(318) 797-9067	
885	Ryan Hess	166 Town Ctr Pkwy	Town Center	Slidell	LA	70458	985-265-4604	C

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
979	Josh Collins	20103 Old Scenic Hwy		Zachary	LA	70791	225-907-7654	C
781	Fu Tseng "Jack" Cheung	100 Gibbs Street	Space 140	Rockville	MD	20850	240-314-7111	
771	Muzaffar Langrial	1107 Branson Landing		Branson	MO	65616	(417) 243-2663	C
817	Chad Rockett	2005 West Highway 76		Branson	MO	65616	417-336-6247	C
939	Yunus Aliyev	3600 Country Club Drive	#506	Jefferson City	MO	65109		
918	Zaffar Langrial	8853 Ladue Road	Suite Q	Ladue	MO	63124	314-862-6651	
892	Rob Armstrong	880 NW Blue Parkway	Suite J	Lee’s Summit	MO	64086		C
720	Daphne Chandler	2334 North Westwood Blvd.		Poplar Bluff	MO	63901	(573) 712-2221	
858	Charles Mayeux	15236 Crossroads Parkway		Gulfport	MS	39503	504-858-6411	
936	Suresh Patel	5040 Hardy St., #320		Hattiesburg	MS	39402	(601) 264-1006	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
919	Phil Whitehead	1801 W. Jackson Ave	#A102	Oxford	MS	38677	662-638-3928	C
1017	Phil Whitehead	201Coliseum Dr		Oxford	MS	38677	601-951-5255	C
303	Lane Griffith	14 Biltmore Ave.		Asheville	NC	28801	(828) 225-5579	
232	Lane Griffith	7800-C Rea Road		Charlotte	NC	28277	(704) 544-3345	
955	Lane Griffith	220 Westinghouse Blvd	#401	Charlotte	NC	28273		
987	Julia Campbell	2546 E. Craig Rd.	Suite 120	North Las Vegas	NV	89081	(702) 541-8525	
816	Thomas Maxwell	639 Eastview Mall		Victor	NY	14564		
822	Wanda Septiano	403 Stone Wood Drive		Broken Arrow	OK	74012	918-355-1225	
823	Wanda Septiano	500 Riverwalk Terrace	Suite 125	Jenks	OK	74037	918-299-7907	
982	Sam Lionelli	216 Johnny Bench Drive	Suite A	Oklahoma City	OK	73104	405-272-9111	
882	Sam Lionelli	229 South Knoblock		Stillwater	OK	74074	405-707-7522	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
807	Jaime Vega	143 W. Churchill Avene		San Juan	PR	00926		
415	Dewey Spivey	152 South Aiken Lane, #104		Aiken	SC	29803	(803) 649-1696	
448	Seble Telahun	1812 Sam Rittenberg Blvd., #20		Charleston	SC	29407	(843) 225-2663	
179	Lane Griffith	1230 Bower Parkway		Columbia	SC	29212	(803) 749-4233	
191	Lane Griffith	471-9 Town Center Place		Columbia	SC	29229	(803) 419-8300	C
344	Geri Fields	1001 Gervais Street		Columbia	SC	29201	(803) 765-9100	C
374	Geri Fields	141 Pelham Dr.	Suite E	Columbia	SC	29209	(803) 783-6243	C
442	Geri Fields	Univ. of South Carolina-2nd Floor Russell House		Columbia	SC	29208	(803) 777-2896	C
148	Lane Griffith	108 N. Main Street		Greenville	SC	29601	(864) 255-5008	
965	Lane Griffith	651 S Main Street	Suite A	Greenville	SC	29601	865-986-4841	C

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
118	Robert Harley	1903 Highway 17 North	Suite 103	Mt. Pleasant	SC	29464	(843) 388-0052	
986	Geri Fields	2202 Woodruff Road		Simpsonville	SC	29681	803-513-3149	C
293	Robert Harley	400 Azalea Square Blvd.		Summerville	SC	29485	(843) 875-7867	
941	Geri Fields	105 East Wesmark Blvd	Suite #7	Sumter	SC	29150	(803) 774-7522	
790	Steve Newton	N/A - Truck			TN		615-826-5493	
938	Brian Jones	541 S. Willow Avenue		Cookeville	TN	38501	931-526-7522	C
554	Michael Carey Hook	1800 Galleria Boulevard	Space K 4016	Franklin	TN	37067	(615) 764-0570	
928	Carl Greenway	7706 Poplar	Suite 7	Germantown	TN	38138	901-462-1903	C
945	Stephen Newton	200 N. Anderson Lane	Suite 108	Hendersonville	TN	37075	615-824-4373	
946	Stephen Newton	1032 Vann Drive		Jackson	TN	38305	731-256-1488	
906	Alan Hubbard	2003 N. Eastman Road, #20		Kingsport	TN	37660	(423) 247-7522	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
981	Jack Lough	2040 Town Center Blvd.		Knoxville	TN	37922	865-288-4227	C
867	Matthew Sabel	155 Legends Dr Ste E		Lebanon	TN	37090	(615) 630-9898	
338	Michael Carey Hook	452 N. Thompson Lane #B		Murfreesboro	TN	37129	(615) 217-2443	
280	Michael Carey Hook	533 Opry Mills Drive		Nashville	TN	37214	(615) 514-0417	C
887	Stephen & Barbara Newton	2817 West End Ave Ste 104		Nashville	TN	37203	(615) 329-8020	C
888	Jack Lough	3676 N. Parkway		Pigeon Forge	TN	37863	(865) 908-0276	
889	Jack Lough	2485 Parkway	Suite 2	Pigeon Forge	TN	37863	(865) 453-6824	
121	Andy Forman	201-M Westgate Parkway		Amarillo	TX	79121	(806) 463-5400	
015	Alice Tsao	4261 West Green Oaks Blvd	Space 500	Arlington	TX	76016	(817) 483-9960	
896	Jai Lin Liu	780 East Road To Six Flags	Space 234	Arlington	TX	76011	(817) 277-3363	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
844	Amar Patel	14010 U.S. Hwy 183, Bldg. A, #510		Austin	TX	78717	512-773-0447	
602	Steve Pierpoint	2901 S. Capital of Texas Hwy	Ste VC-09	Austin	TX	78746	(512) 327-0939	
868	Prashant Patel	4567 Garth Rd Ste 200		Baytown	TX	77521		
980	Imran Ali	8808 N State Hwy146	Bldg5, Ste 3	Baytown	TX	77386	713-530-2498	C
870	RitaPatel	4106 Dowlen Road	Suite B	Beaumont	TX	77706	(409) 866-4740	
127	Nazma Ali	5117 Bellaire Blvd.		Bellaire	TX	77401	(713) 665-1122	C
103	Mohammad Saleem Awan	2370 N. Expressway #1186		Brownsville	TX	78526	(956) 541-9899	
675	James Soucy	1571 Wilshire Blvd.	Suite 415	Burleson	TX	76028	(817) 484-2323	
742	Asif Dosmohomed	374 East FM 1382		Cedar Hill	TX	75104	(972) 293-7669	
973	Amar Patel	5001 Hwy 183A Toll Rd	Ste O-400	Cedar Park	TX	78613	512-773-0447	C
798	Bhupesh Patel	2010 Texas Avenue		College Station	TX	77840	798-703-8855	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
950	Hussein Panjwani	3930 Glade Road #119		Colleyville	TX	76034	817-545-1801	
825	1226 North Loop336 West			Conroe	TX	77301		
760	Ranjanben Patel	130 N. Denton Tap Rd	Suite 105	Coppell	TX	75019	(972) 462-8600	
052	Jose Rosenthal	5521 Saratoga Blvd.	Space 1305	Corpus Christi	TX	78413	(361) 993-2202	
998	Emily Felan	3133 S. Alameda	Suite 550	Corpus Christi	TX	78404	(361) 851-1236	
767	Jose Rosenthal	5488 S Padre Island Dr	Suite 1214	Corpus Christi	TX	78411	(361) 992-2202	
273	Muhammed Baqui	17400 Spring Cypress Rd	Suite 140	Cypress	TX	77429	(281) 373-0779	
800	Prashant Patel	18058 FM 529 Road		Cypress	TX	77433	281-345-0260	
903	Shuman Ferdous	10531 Fry Rd	Suite 150	Cypress	TX	77433		
235	Shabina Panjwani	3001 Knox Street		Dallas	TX	75205	(214) 219-0300	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
872	Chana Zhang	4937 Belt Line Road		Dallas	TX	75254	(972) 503-7522	C
728	Salim Momin	13350 Dallas Parkway	Suite 3265	Dallas	TX	75240	(972) 991-1900	
977	Gabriella Vasquez	1325 George Dieter Dr. Suite D		El Paso	TX	79936	(915) 595-3600	C
494	Zahir Ali	8401 Gateway Blvd. W		El Paso	TX	79925	(915) 843-2752	
104	Don Novak	2321 Crosstimbers Road #417		Flower Mound	TX	75028	(972) 691-9594	
027	Ted Jeng	5427-A South Hulen		Fort Worth	TX	76132	(817) 370-0054	
099	John Nichols	3000 S. Hulen	Suite 151	Fort Worth	TX	76109	(817) 731-2590	C
026	Nizar Marediya	1184 Baybrook Mall		Friendswood	TX	77546	(281) 486-7507	
933	Prashant Patel	1628 S. Friendswood Dr.		Friendswood	TX	77546	281-993-8637	
840	Khalil Ulah	3401 Preston Road	Suite 8	Frisco	TX	75304	(972) 668-7522	
898	Reshma Khan	2831 El Dorado Parkway	#102	Frisco	TX	75304	972-668-5360	C

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
010	Dharmesh Patel	2705 61st St	Suite D	Galveston	TX	77551	(409) 740-1229	
097	Hossein Movaghar	5244 S Hwy 360	suite 390	Grand Prairie	TX	75052	(972) 352-2661	
245	Hiral Bhakta	1334 Ed Carey Drive		Harlingen	TX	78550	(956) 423-2900	
000	Akbarali Marediya	10001 Westheimer	Space 1050	Houston	TX	77042	(713) 783-2283	C
863	Eugene Ning	10628 Northwest Freeway		Houston	TX	77092	(713) 682-6515	
018	Nizar Marediya	5015 Westheimer	Space 1305	Houston	TX	77056	(713) 622-7217	
024	Yong Jian "Eugene" Ning	2000 Willowbrook Dr.	Suite 1540	Houston	TX	77070	(281) 894-9555	
1000	Daniel Chow	9913 South Post Oak		Houston	TX	77096	(713) 726-1154	
043	Abdul Qadri	8490 Highway 6 North		Houston	TX	77095	(281) 550-7200	
047	Tracy Ning	1725 S. Voss Road		Houston	TX	77057	(713) 977-8585	C

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
057	Rukhsana Hussain	2470 Highway 6 South		Houston	TX	77077	(281) 531-9396	C
112	Karim Momin	3839 Weslayan #101		Houston	TX	77027	(713) 622-7075	
113	Akbarali Marediya	17195 Tomball Parkway	Suite B	Houston	TX	77064	(281) 807-7861	
247	Tracy Ning	760 Gulfgate Center Mall		Houston	TX	77087	(713) 649-9400	C
445	Prashant Patel	11460 Fuqua #850		Houston	TX	77089	(281) 481-3522	
865	Eugene Ning	9762 Katy Freeway #300		Houston	TX	77055	(713) 464-7522	
505	Akbarali Marediya	1923 Taylor St.	Suite E	Houston	TX	77007	(713) 861-7522	
710	Beenaben Shah	13706 Northwest Freeway		Houston	TX	77040	(713) 460-8585	
878	Eugene Ning	758 Memorial City Mall		Houston	TX	77024	(713) 465-7454	
879	Eugene Ning	11430 I-10 East	Suite 400	Houston	TX	77029	(713) 455-5786	C
927	Tracy Ning	3175 W. Holcombe		Houston	TX	77025	(713) 668-0431	C

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
813	Yolanda Gonzalez Romero	2035 West Gray		Houston	TX	77019		C
115	Yong Jian "Eugene" Ning	20131 Highway 59, #1106		Humble	TX	77338	(281) 548-2316	
914	Deepak Budhrani	22560 Texas 249	#250	Houston	TX	77070	832-274-7227	C
1011	Akbar Marediya	TDECU Stadium		Houston	TX		713-530-7777	C
975	Akbar Marediya	1737 W 34th St		Houston	TX	77018	713-530-7777	C
1003	Michael Williams	255 C I-45 South		Huntsville	TX	77340	936-668-3646	C
1014	Stephen Lowrey	7601 N. Macarthur Blvd.		Irving	TX	75063	(972) 506-7778	
506	Ali Nizar Karim	5000 Katy Mills Circle	Suite 500	Katy	TX	77494	(281) 644-4100	
838	Imtyaz Karowalia	5000 Katy Mills Mall	Suite 742	Katy	TX	77494	281-644-4100	
716	Yong Jian "Eugene" Ning	507 S. Mason Rd		Katy	TX	77450	(281) 398-9696	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
862	Neil Gadhia	4526 Kingwood Dr.		Kingwood	TX	77345	832-659-1543	
284	Linda Flores	1605 E. Del Mar Blvd.		Laredo	TX	78045	(956) 717-1119	
336	Sanjay Rupani	Mall Del Norte - 5300 San Dario #166		Laredo	TX	78041	(956) 717-2663	
913	Linda Flores	2329 Jacaman Road	#1	Laredo	TX	78041	956-568-3471	
915	Anju Rupani	1600 Water St		Laredo	TX	78040		
367	Yasin Raja	2700 Marina Bay Dr	Suite G	League City	TX	77573	(281) 538-7253	
899	Prashant Patel	1615 West FM 646	Suite E	League City	TX	77573	281-534-7522	
158	Andy Forman	4210 82nd Street	Suite 204	Lubbock	TX	79423	(806) 281-0569	
917	Andy Forman	South Plaines Mall		Lubbock	TX			
959	Keith Rayborn	1817 Tulane Drive		Lufkin	TX	75901		
994	Stephen Lowery	3540 E Broad St	Ste 110	Mansfield	TX	76063	432-203-0501	C

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
091	Shobha Buxani	4100 N. 2nd	Suite 300	McAllen	TX	78501	(956) 631-7915	
1002	Navdeep Singh	8930 State Hwy 121 #568		McKinney	TX	75070	(214) 495-9994	
907	Glenda Gaona	201 S. Shary Road	Suite 250	Mission	TX	78572	956-580-8060	
691	Yong Jian "Eugene" Ning	6250 State Highway 6 South		Missouri City	TX	77459	(281) 208-5140	C
902	Shawn Fuller	15320 Hwy. 105 West	Suite 105	Montgomery	TX	77356	(936) 588-2005	C
925	Shawn Fuller	12250 Hwy 105 W	Suite 180	Montgomery	TX	77356		C
960	Keith Rayborn	2425 North Street		Nacogdoches	TX	75965	(936) 462-9899	
735	Avneet Kaur	1308 Common Street	Suite 208	New Braunfels	TX	78130	(830) 625-2663	C
719	Prashant Patel	7438 Spencer Highway	Suite C	Pasadena	TX	77505	(281) 476-5003	C
978	Prashant Patel	3633 Spencer Hwy		Pasadena	TX	77504	281-777-8836	
165	Hafiz Marediya	2800 E. Broadway	Suite M	Pearland	TX	77581	(281) 412-7001	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
370	Muhammed Baqui	3149 Silverlake Village Drive	Suite 108	Pearland	TX	77584	(713) 436-4202	
013	Atul Ghadia	8591 9th Avenue		Port Arthur	TX	77642	(409) 729-8733	
419	Jose Rosenthal	2030 US Highway 181	Suite A	Portland	TX	78374	(361) 643-0500	
831	Eugene Ning	5434 W. Grand Pkwy S.	#300	Richmond	TX	77406	281-762-2557	C
916	Zohra Ali	2727 Mercantile Drive, #102		Rosenberg	TX	77471	(281) 239-2000	
580	Juan Flores Jr.	4553 Sherwood Way		San Angelo	TX	76901	(325) 944-2800	
859	Tanveer Muhammad	849 East Commerce Street	Suite 117	San Antonio	TX	78205	832-335-4922	C
921	Avneet Kaur	7400 San Pedro Ave.	Suite 5160	San Antonio	TX	78216	(210) 366-1900	
923	Michael Berhane	5231 Broadway	Suite 113	San Antonio	TX	78209	(210) 826-0871	
952	Wisam Baraz	11745 I-10 West	Suite 115	San Antonio	TX	78230	(210) 641-7550	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
937	Ashok Rupani	15900 La Cantera Pkwy	Bldg 8, Suite 8880	San Antonio	TX	78256	(210) 558-7755	C
890	Janam Kothari	8227 Highway 151	Suite 103	San Antonio	TX	78245	(210) 509-3339	C
624	Wessam "Sammy" Aldeeb	1723 E. 1604 N. #103		San Antonio	TX		(210) 494-9997	
713	John Ashi	13426 San Pedro		San Antonio	TX	78216	(210) 490-1199	
873	Sandeep Kamboj	6301 NW Loop 410	Suite G-10	San Antonio	TX	78238	(210) 558-6666	
805	Ali-Taizun Madlani	3138 SE Military Drive	#116	San Antonio	TX	78223	210) 333-0314	C
935	Uzma Mamoon	10670 Culebra Road	Suite 103	San Antonio	TX	78251	(210) 680-0887	
897	Ahmed Lokhandwala	22506 US Hwy 281 N	Suite 101	San Antonio	TX	78258	210-375-6263	C
909	Thomas Rice	1201 Aquarena Drive	Kiosk 1 TBD	San Marcos	TX	78666		
843	Ahmed Lokhandwala	1290 Wonder World Drive Bldg 2		San Marcos	TX	78666		

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
908	Ahmed Lokhandwala	350 N Guadalupe St	Suite 130	San Marcos	TX	78666	512-392-4331	C
910	Tom Rice	21300 Interstate 45 North		Spring	TX	77373		
934	Simone Jones	6630 Spring Stuebner	#505	Spring	TX	77389		
954	Simone Jones	3779 Riley Fuzzel Rd	#600	Spring	TX	77386	832-259-0339	C
755	Yong Jian "Eugene" Ning	12510 Fountain Lakes Circle		Stafford	TX	77477	(281) 980-0543	C
786	Nazma Ali	636 Highway 6	Suite 300	Sugarland	TX	77498	281-903-3451	
195	Yong Jian "Eugene" Ning	16535 Southwest Freeway	Suite 420	Sugar Land	TX	77479	(281) 565-7522	
690	Yong Jian "Eugene" Ning	15227 Southwest Freeway		Sugar Land	TX	77478	(281) 565-1717	
964	Eugene Ning	1 Stadium Dr	Constellation Field	Sugar Land	TX	77498		
911	Thomas Rice	4747 Research Forest Dr.	Suite 165	The Woodlands	TX	77381	(281) 362-9111	

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
932	Shawn Fuller	6700 Woodlands Parkway #190		The Woodlands	TX	77382	(281) 681-2555	
366	Akbarali Marediya	1201 Lake Woodlands Drive #1154		The Woodlands	TX	77380	(281) 367-3700	
962	Deepak Budrhani	14245 FM 2920 Rd	#150	Tomball	TX	77377	832-274-7227	C
972	Jack Gabriel	4915 South Broadway		Tyler	TX	75703	(903) 939-0010	
810	Prashant Patel	6362 N. Navarro		Victoria	TX	77904	361-570-8822	
197	Amy Son	8004 Denton Highway #120		Watauga	TX	76148	(817) 427-4800	
709	Dharmesh Patel	1440 Hwy 77 North # 8		Waxahachie	TX	75165	(972) 937-9600	
012	Nizar Marediya	585 West Bay Area Blvd.		Webster	TX	77598	(281) 332-0676	
706	Nizar Marediya	NASA 1 By Pass20911-C Gulf Freeway		Webster	TX	77598		
961	Keith Rayborn	Stephen F. Austin University	222 Vista Drive	Nacogdoches	TX	75962	936-468-7431	C

Store #	Franchisee	Address 1	Address 2	City	State	Zip Code	Phone	C (Cobrand)
877	Shobha Buxani	Trenton Pk Plaza	277 E Trenton	Edinburg	TX	78539	956-467-7929	C
891	Eugene Ning	758 Memorial City Mall		Houston	TX	77024	713-596-2867	

Franchisees that were Signed but Unopened as of December 31, 2018)

Name	City	State	Phone Number
Chris & MaryAlice Neyhart	Fairhope	Alabama	850-814-1451
David Curry	Athens	Georgia	678-672-7456
John Hogg	Cumming	Georgia	404-915-8332
Herb Cousin	Dallas	Georgia	678-373-6128
Tim Tilley	Fayetteville	Georgia	678-938-7152
Muzaffar Ali	Morrow	Georgia	540-819-0671
Keith Dykes	Warner Robins	Georgia	478-298-0171
Jeremy Roy	Alexandria	Louisiana	281-414-1879
Carrol Castille	Carencro	Louisiana	337-235-2163
Simone Jones	Atascosita	Texas	832-259-0339
Atul Ghadia	Beaumont	Texas	409-363-0718
Ali Madlani	Boerne	Texas	210-620-5500
Ali Madlani	Bulverde	Texas	210-620-5500
Prashant Patel	Fulshear	Texas	281-777-8836
Eugene Ning	Houston	Texas	832-455-1565
Michael Williams	Huntsville	Texas	936-668-3646
Akbar Marediya	Magnolia	Texas	713-530-7777
Nazma Ali	Richmond	Texas	713-530-2498
Stephen Lowery	Rockwall	Texas	817-697-7201
Ali Madlani	San Antonio	Texas	210-620-5500
Sandeep Kamboj	San Antonio	Texas	702-686-2358
Stephen Lowery	Wylie	Texas	817-697-7201

EXHIBIT I

LIST OF FRANCHISEES WHO LEFT SYSTEM IN LAST FISCAL YEAR

List of Franchisees Who Left the System in Last Fiscal Year

Listed below are the names, city and state, and the current business telephone number, or, if unknown, the last known home telephone number of every franchisee who had a Store terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under any Franchise Agreement during our last fiscal year. We do not have any franchisees who have not communicated with us within 10 weeks of this Disclosure Document's issuance date.

If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Name	City	State	Phone Number
Kevin Morgan	Mobile	AL	251-610-0818
Hanjing Shu	St. Augustine	FL	904-377-8006
Dan Trickel	Cumming	GA	678-571-4200
Muzaffar Langrial	Chesterfield	MO	314-484-1095
Hector Dominguez	Las Vegas	NV	702-412-6014
Brandon Shim	Waldwick	NJ	201-925-1904
Thomas Maxwell	Macedone	NY	585-370-6843
Steve Driscoll	Springboro	OH	937-789-0455
Alva Walker	Argyle	TX	832-444-7230
Ursula Thomas	Corpus Christi	TX	361-851-1236
Asif Dosmohomed	Garland	TX	469-258-3507
Usha Patel	Grand Prairie	TX	214-697-5728
Yasir Sitabkhan	Little Elm	TX	817-897-3107
Hussein Panjwani	Plano	TX	469-688-5626
Prashant Gurnani	Selma	TX	210-589-0443
Eugene Ning	Sugar Land	TX	832-231-5777
Thomas Rice	The Woodlands	TX	832-585-7415

EXHIBIT J
FINANCIAL STATEMENTS

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Financial Statements
Years Ended December 31, 2018 and 2017

The report accompanying these financial statements was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Financial Statements
Years Ended December 31, 2018 and 2017

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Contents

Tel: 404-688-6841
Fax: 404-688-1075
www.bdo.com

1100 Peachtree Street NE, Suite 700
Atlanta, GA 30309

Independent Auditor's Report

Board of Directors
Marble Slab Franchising, LLC
Atlanta, Georgia

We have audited the accompanying financial statements of Marble Slab Franchising, LLC (a wholly owned subsidiary of GFG Holding, Inc.) which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations and member's equity, and cash flows for each of the three years in the period ended December 31, 2018, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Marble Slab Franchising, LLC (a wholly owned subsidiary of GFG Holding, Inc.) as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018 in accordance with accounting principles generally accepted in the United States of America.

BDO USA, LLP

Atlanta, Georgia
April 2, 2019

Financial Statements

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Balance Sheets

December 31,	**2018**	2017
Assets		
Current Assets		
Cash and cash equivalents	**$ 39,276**	$ 46,476
Accounts receivable	**224,805**	159,080
Total Assets	**$ 264,081**	$ 205,556
Liabilities and Member's Equity		
Current Liabilities		
Deferred franchise fees	**$ 303,126**	$ 404,626
Accrued liabilities	**29,600**	31,200
Total Current Liabilities	**332,726**	435,826
Member's Deficit	**(68,645)**	(230,270)
Total Liabilities and Member's Deficit	**$ 264,081**	$ 205,556

See accompanying notes to financial statements.

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Statements of Operations and Member's Deficit

Years ended December 31,	**2018**	2017	2016
Revenues			
Royalty revenues	**$ 3,988,232**	$ 4,104,400	$ 4,068,552
Franchise fee revenue	**482,752**	233,201	461,903
Total Revenues	**4,470,984**	4,337,601	4,530,455
Expenses			
Management fees - affiliate	**1,716,739**	1,802,879	1,780,028
Bad debt expense	**2,472**	2,933	341
Amortization of intangible asset	**-**	-	147,090
Other expense	**37,237**	39,364	37,362
Total Expenses	**1,756,448**	1,845,176	1,964,821
Net Income	**2,714,536**	2,492,425	2,565,634
Member's Deficit, beginning of period	**(230,270)**	6,926	29,125
Distributions to Member	**(2,552,911)**	(2,729,621)	(2,587,833)
Member's Equity Deficit, end of period	**$ (68,645)**	$ (230,270)	$ 6,926

See accompanying notes to financial statements.

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Statements of Cash Flows

Years ended December 31,	**2018**	2017	2016
Cash Flows from Operating Activities			
Net income	**$ 2,714,536**	$ 2,492,425	$ 2,565,634
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of intangible asset	**-**	-	147,090
Bad debt expense	**2,472**	2,933	341
Changes in operating assets and liabilities:			
Accounts receivable	**(68,197)**	(13,508)	2,296
Deferred franchise fees	**(101,500)**	214,375	(69,000)
Accrued liabilities	**(1,600)**	-	(2,400)
Net cash provided by operating activities	**2,545,711**	2,696,225	2,643,961
Cash Flows from Investing Activity			
Decrease in restricted cash	**-**	-	5,001
Cash Flows from Financing Activity			
Distributions to Member	**(2,552,911)**	(2,729,621)	(2,587,833)
Net (Decrease) Increase in Cash, Cash Equivalents, and Restricted Cash	**(7,200)**	(33,396)	61,129
Cash, Cash Equivalents and Restricted Cash, beginning of year	**46,476**	79,872	18,743
Cash, Cash Equivalents and Restricted Cash, end of year	**$ 39,276**	$ 46,476	$ 79,872

See accompanying notes to financial statements.

1. Business, Basis of Presentation, and Summary of Significant Accounting Policies

Business and Organization

Marble Slab Franchising, LLC ("MSF" or the "Company") was formed as a Delaware limited liability company on January 17, 2007 and is a wholly owned subsidiary of Marble Slab Franchise Brands, LLC ("MSFB"), which is a wholly owned subsidiary of Global Franchise Group, LLC ("GFG"), which is a wholly owned subsidiary of GFG Holding, Inc. ("GFGH"), a Delaware privately-owned company. GFG is a strategic brand company with a focus on franchising.

On July 30, 2010, pursuant to the Acquisition Agreement dated May 13, 2010, as amended, between NexCen Brands, Inc. ("NexCen") and GFG (the "Acquisition Agreement"), GFG purchased substantially all of NexCen's assets (the "Asset Sale"), including its entire portfolio of franchised brands which included MSF.

Description of Business

MSF is headquartered in Sandy Springs, Georgia, and is a franchisor of specialty premium ice cream retail stores, which include 348 (unaudited) stores in 12 countries at December 31, 2018. GFG also owns and operates the "Maggie Moo's" brand specialty ice cream franchise. As part of rebranding efforts beginning in July 2016, existing Maggie Moo's franchises transitioned into "Marble Slab" franchises. As of December 31, 2018, 2 franchises have not rebranded. Marble Slab Brand and Marketing Fund, LLC ("MSBMF") collects contributions from franchisees for advertising and marketing the MSF brand.

There were 348, 338 and 345 franchised units (unaudited) operating, with a concentration in Texas and the Southeast U.S., as of December 31, 2018, 2017, and 2016, respectively, of which 114, 115 and 124, respectively, conduct business outside the United States.

Foreign revenue totaled $547,600, $600,941 and $705,484 for the years ended December 31, 2018, 2017, and 2016, respectively.

Basis of Presentation

The accompanying financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"), as defined in the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 205-10, *Presentation of Financial Statements - Overall.* In the opinion of management, all adjustments have been made, including normal recurring adjustments necessary to fairly present the financial statements.

MSF is the sole member and manager of MSBMF. MSBMF receives funds from MSF's franchisees based on a percentage of sales as stipulated in the franchise agreements. MSBMF is owned by MSF, but exists exclusively for marketing of the franchise brand. Funds held by MSBMF have not been used to fund MSF operations.

FASB ASC 810, *Variable Interest Entities* ("VIEs") requires that primary reporting entities consolidate VIEs that are under common control with the primary beneficiary. MSF has determined that MSBMF is a variable interest entity but that it is not the primary beneficiary and does not have the power to direct the activities of MSBMF that most significantly impact its economic performance and, therefore, does not consolidate MSMBF. MSF has no exposure to losses incurred by MSBMF, as all losses are funded by future contributions from franchisees and there is no obligation for MSF to absorb losses or expectations of residual returns.

Revenue Recognition

MSF provides franchisees support for site selection, architectural plans, interior and exterior design and layout, training, marketing and sales techniques, and opening assistance through its management arrangement with GFG Management, LLC ("GFGM"), a wholly owned subsidiary of GFG. Franchise fees generally are nonrefundable and MSF recognizes income when it has performed all initial services, which is generally considered to be upon the opening of the related initial store location.

MSF recognizes royalty revenue from franchisees based on amounts earned according to its individual agreements with its franchisees. Royalty revenues are generally based on a percentage of franchisee sales of products sold from branded locations or branded products reported on a timely basis. Sales not reported on a timely basis by its franchisees are subject to penalties, as defined.

Deferred franchise fees represent fees billed or collected from franchisees related to unopened stores at the balance sheet date.

Franchise Agreements

Franchise agreements are legally binding contracts between franchisors and franchisees. The term of the franchise agreement is generally ten years. At the time of the acquisition of MSFB by GFG, management retained an independent valuation consultant to assist with the valuation of the intangible assets acquired. These identifiable intangible assets were recorded at fair value as of the acquisition date and are being amortized over six years on a straight-line basis, which represents the estimated remaining life on the existing franchise agreements exclusive of renewal provisions. Long-lived assets, such as purchased intangible assets subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying value. If the carrying value of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values, and third-party independent appraisals, as considered necessary.

Cash and Cash Equivalents

MSF considers highly liquid investments with banks and major brokerage companies and U.S. government securities with original maturities of three months or less and money market funds to be cash equivalents.

Accounts Receivable

Accounts receivable consist of amounts management expects to collect from franchisees for royalty and franchise fee revenues, as well as performance-based compensation from certain vendors based on contractually stated rates. Accounts receivable were $224,805 and $159,080, at December 31, 2018 and 2017, respectively. Management provides an allowance for estimated uncollectible amounts based on its assessment of individual accounts. There was no allowance for doubtful accounts at December 31, 2018 and 2017 as receivables were considered fully collectible.

Concentration of Credit Risk

Financial instruments that potentially subject MSF to significant concentrations of credit risk consist principally of cash equivalents and accounts receivable. MSF places its cash primarily in checking and money market accounts. Cash equivalent balances are maintained with high quality financial institutions, which from time to time exceed the Federal depository insurance coverage limit. The composition and maturities of these accounts are regularly monitored by management.

MSF evaluates each prospect's financial condition prior to the inception of the franchise agreement. MSF generally does not require collateral relating to royalty receivables. Nonpayment of royalties and other amounts due to MSF may result in termination of the franchise agreement. MSF monitors its exposure for credit losses and maintains allowances for anticipated losses when required. Credit losses, when realized, have historically been within the range of the Company's expectations. MSF monitors its franchisee balances over 30 days past due.

Advertising Costs

MSF expenses advertising and marketing costs, if any, as incurred. No advertising expense was incurred during the years ended December 31, 2018, 2017 and 2016.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant items subject to such estimates and assumptions include allowances for doubtful accounts and other contingencies.

Fair Value

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

Level 1 Inputs: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

Level 2 Inputs: Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.

Level 3 Inputs: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

The carrying amounts reflected in the balance sheet for cash and cash equivalents, accounts receivable, deferred franchise fees and accrued expenses approximate their respective fair value based on the short-term nature of these instruments.`

Management Fees and Allocated Expenses

MSF has no employees. For the years ended December 31, 2018, 2017, and 2016 GFG Management, LLC provided administrative and support services to MSF and charged management fees to MSF under the provisions of separate management agreements (see Note 5).

2. Income Taxes

MSF is a single member limited liability company that is treated as a disregarded entity for Federal income tax purposes. MSF has not entered into a formal tax-sharing arrangement with its parent or affiliates. MSF's operations will be included on the consolidated tax returns of its parent, GFGH. Therefore, management made no provision for income taxes in the accompanying financial statements.

MSF may be subject to foreign tax withholding amounts that are calculated on current revenues attributable to certain foreign-based franchisees, as applicable, which MSF or the franchisees remit to the foreign taxing authorities. MSF's parent receives either a credit or a deduction for foreign withholding taxes paid on its U.S. Federal and state income tax returns for these foreign taxes paid.

MSF is subject to audit by various tax authorities. Management believes that it has appropriate support for the positions taken on its tax returns. Nonetheless, the amounts ultimately paid, if any, upon resolution of the issues raised by the taxing authorities may differ materially from the amounts provided, if any, for each year.

The Company recognizes the effect of income tax positions only if those positions are more likely than not to be sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company does not have such changes during the years ended December 31, 2018, 2017 and 2016. The Company's policy is to classify interest and penalties related to unrecognized tax benefits in income tax expense. As of December 31, 2018 and 2017, the Company had no accrued interest and penalties related to unrecognized tax benefits.

3. Intangible Assets

MSF intangible assets related to franchise agreements were amortized on a straight-line basis over six years and were fully amortized as of December 31, 2016.

4. Commitments and Contingencies

Litigation

From time to time, various claims against MSF may arise in the ordinary course of business, including franchisee-related claims. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties, and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred.

Pledged Assets

The assets of MSF are pledged as collateral by GFG under a debt agreement with a financial institution. The debt agreement contains certain qualitative and quantitative covenants including, among other items, minimum fixed charge coverage ratios, asset sale restrictions, and limitations on indebtedness.

5. Related Party Transactions

MSF has no employees. MSF incurred management fees and other cost reimbursements pursuant to a management agreement with GFGM totaling $1,716,739, $1,802,879 and $1,780,028 for the years ended December 31, 2018, 2017, and 2016, respectively. The agreement shall continue in force on a calendar year to calendar year basis unless terminated by either party on or before December 1 of any calendar year.

6. Franchise Information (Unaudited)

MSF's franchisees operate principally under the name "Marble Slab Creamery." Franchise fees for new, single-unit locations, are approximately $25,000 per unit.

The following summarizes the significant changes related to the stores during the years ended December 31, 2018, 2017 and 2016:

Years ended December 31,	**2018**	2017	2016
Franchises open, beginning of period	**338**	345	340
Franchises opened during the period:			
Domestic franchises	**17**	13	13
International franchises	**3**	3	7
Rebranded Maggie Moo's Stores	**4**	1	4
Franchises closed during the period:			
Domestic franchises	**(10)**	(12)	(12)
International franchises	**(4)**	(12)	(7)
Franchises open, end of period	**348**	338	345

7. Concentrations

In 2018 and 2017, the largest franchisee accounted for approximately 8% and 8% of total revenue, respectively. There was no accounts receivable for this franchisee at December 31, 2018 and 2017.

8. Risks and Uncertainties

Because of current economic conditions, there are risks and uncertainties that MSF's future revenues may be negatively affected in the near term from increased attrition of its franchisees.

9. Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through April 2, 2019, the date at which the financial statements were available to be issued and determined that there are no other items to disclose.

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Financial Statements
Years Ended December 31, 2017 and 2016

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Financial Statements
Years Ended December 31, 2017 and 2016

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Contents

BDO

Tel: 404-688-6841
Fax: 404-688-1075
www.bdo.com

1100 Peachtree Street NE, Suite 700
Atlanta, GA 30309

Independent Auditor's Report

Board of Directors
Marble Slab Franchising, LLC
Atlanta, Georgia

We have audited the accompanying financial statements of Marble Slab Franchising, LLC (a wholly owned subsidiary of GFG Holding, Inc.) which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of operations and member's equity, and cash flows for each of the three years in the period ended Decemer 31, 2017, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Marble Slab Franchising, LLC (a wholly owned subsidiary of GFG Holding, Inc.) as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017 in accordance with accounting principles generally accepted in the United States of America.

BDO USA, LLP

Atlanta, Georgia
March 30, 2018

Financial Statements

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Balance Sheets

December 31,	**2017**	2016
Assets		
Current Assets		
Cash and cash equivalents	**$ 46,476**	$ 79,872
Accounts receivable	**159,080**	148,505
Total Current Assets	**$ 205,556**	$ 228,377
Liabilities and Member's Equity		
Current Liabilities		
Deferred franchise fees	**$ 404,626**	$ 190,251
Accrued liabilities	**31,200**	31,200
Total Current Liabilities	**435,826**	221,451
Member's Equity	**(230,270)**	6,926
Total Liabilities and Member's Equity	**$ 205,556**	$ 228,377

See accompanying notes to financial statements.

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Statements of Operations and Member's Equity

Years ended December 31,	**2017**	2016	2015
Revenues			
Royalty revenues	**$ 4,104,400**	$ 4,068,552	$ 4,034,564
Franchise fee revenue	**233,201**	461,903	792,600
Total Revenues	**4,337,601**	4,530,455	4,827,164
Expenses			
Management fees - affiliate	**1,802,879**	1,780,028	1,796,796
Bad debt expense (recovery)	**2,933**	341	(151)
Amortization of intangible asset	**-**	147,090	254,500
Other expense	**39,364**	37,362	38,155
Total Expenses	**1,845,176**	1,964,821	2,089,300
Net Income	**2,492,425**	2,565,634	2,737,864
Member's Equity, beginning of period	**6,926**	29,125	(65,779)
Distributions to Member	**(2,729,621)**	(2,587,833)	(2,642,960)
Member's Equity, end of period	**$ (230,270)**	$ 6,926	$ 29,125

See accompanying notes to financial statements.

Marble Slab Franchising, LLC
(a wholly owned subsidiary of GFG Holding, Inc.)

Statements of Cash Flows

Years ended December 31,	**2017**	2016	2015
Cash Flows from Operating Activities			
Net income	**$2,492,425**	$ 2,565,634	$ 2,737,864
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of intangible asset	**-**	147,090	254,500
Bad debt expense (recovery)	**2,933**	341	(151)
Changes in operating assets and liabilities:			
Accounts receivable	**(13,508)**	2,296	26,708
Deferred franchise fees	**214,375**	(69,000)	(366,750)
Accrued liabilities	**-**	(2,400)	-
Net cash provided by operating activities	**2,696,225**	2,643,961	2,652,171
Cash Flows from Investing Activity			
Decrease in restricted cash	**-**	5,001	-
Cash Flows from Financing Activity			
Distributions to Member	**(2,729,621)**	(2,587,833)	(2,642,960)
Net (Decrease) Increase in Cash, Cash Equivalents, and Restricted Cash	**(33,396)**	61,129	9,211
Cash, Cash Equivalents and Restricted Cash, beginning of year	**79,872**	18,743	9,532
Cash, Cash Equivalents and Restricted Cash, end of year	**$ 46,476**	$ 79,872	$ 18,743

See accompanying notes to financial statements.

1. Business, Basis of Presentation, and Summary of Significant Accounting Policies

Business and Organization

Marble Slab Franchising, LLC ("MSF" or the "Company") was formed as a Delaware limited liability company on January 17, 2007 and is a wholly owned subsidiary of Marble Slab Franchise Brands, LLC ("MSFB"), which is a wholly owned subsidiary of Global Franchise Group, LLC ("GFG"), which is a wholly owned subsidiary of GFG Holding, Inc. ("GFGH"), a Delaware privately-owned company. GFG is a strategic brand company with a focus on franchising.

On July 30, 2010, pursuant to the Acquisition Agreement dated May 13, 2010, as amended, between NexCen Brands, Inc. ("NexCen") and GFG (the "Acquisition Agreement"), GFG purchased substantially all of NexCen's assets (the "Asset Sale"), including its entire portfolio of franchised brands which included MSF.

Description of Business

MSF is headquartered in Sandy Springs, Georgia, and is a franchisor of specialty premium ice cream retail stores, which include 338 (unaudited) stores in 15 countries at December 31, 2017. GFG also owns and operates the "Maggie Moo's" brand specialty ice cream franchise. As part of rebranding efforts beginning in July 2016, existing Maggie Moo's franchises transitioned into "Marble Slab" franchises. As of December 31, 2017, 8 franchises have not rebranded. Marble Slab Brand and Marketing Fund, LLC ("MSBMF") collects contributions from franchisees for advertising and marketing the MSF brand.

There were 338, 345 and 340 franchised units (unaudited) operating, with a concentration in Texas and the Southeast U.S., as of December 31, 2017, 2016, and 2015, respectively, of which 115, 124 and 124, respectively, conduct business outside the United States.

Foreign revenue totaled $600,941, $705,484 and $718,893 for the years ended December 31, 2017, 2016, and 2015, respectively.

Basis of Presentation

The accompanying financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"), as defined in the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 205-10, *Presentation of Financial Statements - Overall*. In the opinion of management, all adjustments have been made, including normal recurring adjustments necessary to fairly present the financial statements.

MSF is the sole member and manager of MSBMF. MSBMF receives funds from MSF's franchisees based on a percentage of sales as stipulated in the franchise agreements. MSBMF is owned by MSF, but exists exclusively for marketing of the franchise brand. Funds held by MSBMF have not been used to fund MSF operations.

FASB ASC 810, *Variable Interest Entities* ("VIEs") requires that primary reporting entities consolidate VIEs that are under common control with the primary beneficiary. MSF has determined that MSBMF is a variable interest entity but that it is not the primary beneficiary and does not have the power to direct the activities of MSBMF that most significantly impact its economic performance and, therefore, does not consolidate MSMBF. MSF has no exposure to losses incurred by MSBMF, as all losses are funded by future contributions from franchisees and there is no obligation of MSF to absorb losses or expectations of residual returns.

Revenue Recognition

MSF provides franchisees support for site selection, architectural plans, interior and exterior design and layout, training, marketing and sales techniques, and opening assistance through its management arrangement with GFG Management, LLC ("GFGM"), a wholly owned subsidiary of GFG. Franchise fees generally are nonrefundable and MSF recognizes income when it has performed all initial services, which is generally considered to be upon the opening of the related initial store location.

MSF recognizes royalty revenue from franchisees based on amounts earned according to its individual agreements with its franchisees. Royalty revenues are generally based on a percentage of franchisee sales of products sold from branded locations or branded products reported on a timely basis. Sales not reported on a timely basis by its franchisees are subject to penalties, as defined.

Deferred franchise fees represent fees billed or collected from franchisees related to unopened stores at the balance sheet date.

Franchise Agreements

Franchise agreements are legally binding contracts between franchisors and franchisees. The term of the franchise agreement is generally ten years. At the time of the acquisition of MSFB by GFG, management retained an independent valuation consultant to assist with the valuation of the intangible assets acquired. These identifiable intangible assets were recorded at fair value as of the acquisition date and are being amortized over six years on a straight-line basis, which represents the estimated remaining life on the existing franchise agreements exclusive of renewal provisions. Long-lived assets, such as purchased intangible assets subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying value. If the carrying value of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values, and third-party independent appraisals, as considered necessary.

Cash and Cash Equivalents

MSF considers highly liquid investments with banks and major brokerage companies and U.S. government securities with original maturities of three months or less and money market funds to be cash equivalents.

Accounts Receivable

Accounts receivable consist of amounts management expects to collect from franchisees for royalty and franchise fee revenues, as well as performance-based compensation from certain vendors based on contractually stated rates. Accounts receivable were $159,080 and $148,505, at December 31, 2017 and 2016, respectively. Management provides an allowance for estimated uncollectible amounts based on its assessment of individual accounts. There was no allowance for doubtful accounts at December 31, 2017 and 2016 as receivables were considered fully collectible.

Concentration of Credit Risk

Financial instruments that potentially subject MSF to significant concentrations of credit risk consist principally of cash equivalents and accounts receivable. MSF places its cash primarily in checking and money market accounts. Cash equivalent balances are maintained with high quality financial institutions, which from time to time exceed the Federal depository insurance coverage limit. The composition and maturities of these accounts are regularly monitored by management.

MSF evaluates each prospect's financial condition prior to the inception of the franchise agreement. MSF generally does not require collateral relating to royalty receivables. Nonpayment of royalties and other amounts due to MSF may result in termination of the franchise agreement. MSF monitors its exposure for credit losses and maintains allowances for anticipated losses when required. Credit losses, when realized, have historically been within the range of the Company's expectations. MSF monitors its franchisee balances over 30 days past due.

Advertising Costs

MSF expenses advertising and marketing costs, if any, as incurred. No advertising expense was incurred during the years ended December 31, 2017, 2016 and 2015.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant items subject to such estimates and assumptions include allowances for doubtful accounts and other contingencies.

Fair Value

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

Level 1 Inputs: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

Level 2 Inputs: Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.

Level 3 Inputs: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

The carrying amounts reflected in the balance sheet for restricted cash, accounts receivable, deferred franchise fees and accrued expenses approximate their respective fair value based on the short-term nature of these instruments.`

Management Fees and Allocated Expenses

MSF has no employees. For the years ended December 31, 2017, 2016, and 2015 GFG Management, LLC provided administrative and support services to MSF and charged management fees to MSF under the provisions of separate management agreements (see Note 5).

2. Income Taxes

MSF is a single member limited liability company that is treated as a disregarded entity for Federal income tax purposes. MSF has not entered into a formal tax-sharing arrangement with its parent or affiliates. MSF's operations will be included on the consolidated tax returns of its parent, GFGH. Therefore, management made no provision for income taxes in the accompanying financial statements.

MSF may be subject to foreign tax withholding amounts that are calculated on current revenues attributable to certain foreign-based franchisees, as applicable, which MSF or the franchisees remit to the foreign taxing authorities. MSF's parent receives either a credit or a deduction for foreign withholding taxes paid on its U.S. Federal and state income tax returns for these foreign taxes paid.

MSF is subject to audit by various tax authorities. Management believes that it has appropriate support for the positions taken on its tax returns. Nonetheless, the amounts ultimately paid, if any, upon resolution of the issues raised by the taxing authorities may differ materially from the amounts provided, if any, for each year.

The Company recognizes the effect of income tax positions only if those positions are more likely than not to be sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company does not have such changes during the years ended December 31, 2017, 2016 and 2015. The Company's policy is to classify interest and penalties related to unrecognized tax benefits in income tax expense. As of December 31, 2017 and 2016, the Company had no accrued interest and penalties related to unrecognized tax benefits.

3. Intangible Assets

MSF intangible assets related to franchise agreements are being amortized on a straight-line basis over six years. Amortization expense for each of the years ended December 31, 2016 and 2015 was $147,090 and $254,500, respectively. The franchise agreements were fully amortized as of December 31, 2016.

Management determined that no impairment of franchise agreements was indicated for the years ended December 31, 2016 and 2015.

4. Commitments and Contingencies

Litigation

From time to time, various claims against MSF may arise in the ordinary course of business, including franchisee-related claims. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties, and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred.

Pledged Assets

The assets of MSF are pledged as collateral by GFG under debt agreements with an independent investment firm and a financial institution. The debt agreements contain certain qualitative and quantitative covenants including, among other items, minimum fixed charge coverage ratios, asset sale restrictions, and limitations on indebtedness.

5. Related Party Transactions

MSF has no employees. MSF incurred management fees and other cost reimbursements pursuant to a management agreement with GFGM totaling $1,802,879, $1,780,028, and $1,796,796 for the years ended December 31, 2017, 2016, and 2015, respectively. The agreement shall continue in force on a calendar year to calendar year basis unless terminated by either party on or before December 1 of any calendar year.

6. Franchise Information (Unaudited)

MSF's franchisees operate principally under the name “Marble Slab Creamery.” Franchise fees for new, single-unit locations, are approximately $25,000 per unit.

The following summarizes the significant changes related to the stores during the years ended December 31, 2017, 2016 and 2015:

Years ended December 31,	**2017**	2016	2015
Franchises open, beginning of period	**345**	340	349
Franchises opened during the period:			
Domestic franchises	**13**	13	7
International franchises	**3**	7	2
Rebranded Maggie Moo's Stores	**1**	4	-
Franchises closed during the period:			
Domestic franchises	**(12)**	(12)	(14)
International franchises	**(12)**	(7)	(4)
Franchises open, end of period	**338**	345	340

7. Concentrations

In 2017 and 2016, the largest franchisee accounted for approximately 8% and 7% of total revenue, respectively. There was no accounts receivable for this franchisee at December 31, 2017 and 2016.

8. Risks and Uncertainties

Because of current economic conditions, there are risks and uncertainties that MSF's future revenues may be negatively affected in the near term from increased attrition of its franchisees.

9. Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through March 30, 2018, the date at which the financial statements were available to be issued, and determined that there are no other items to disclose.

EXHIBIT K
COMPLIANCE QUESTIONNAIRE

QUESTIONNAIRE TO BE COMPLETED BEFORE YOU SIGN THE FRANCHISE AGREEMENT

You are preparing to enter into a Marble Slab Creamery Franchise Agreement (the **"Franchise Agreement"**) with Marble Slab Franchising, LLC (**"we"** or **"us"**). The purpose of this Questionnaire is to confirm that you understand the terms of the contract and that no unauthorized statements or promises have been made to you. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. When and where did you have your first face-to-face meeting with our representative(s)?

   Approximate date of first meeting:____
   Place of meeting:____

2. Which of our representative(s) have you been dealing with?

   Name(s):____

3. Have you personally read the Marble Slab Creamery Franchise Disclosure Document **("Disclosure Document"**)?

   Yes _____ No _____

4. Did you give us a signed receipt for the copy of the Disclosure Document that we furnished to you?

   Yes _____ No _____ If yes, on what date? _________________________

5. Do you understand all of the information contained in the Disclosure Document?

   Yes _____ No _____

   If not, what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary.)

   ____

   ____

   ____

   ____

   ____

   ____

6. Have you personally read the Franchise Agreement?

Yes _____ No _____

7. Do you understand all of the terms of the Franchise Agreement?

Yes _____ No _____

If not, what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

____

____

____

____

____

8. Have any of our representatives recommended that you have the Disclosure Document and related agreements reviewed by an attorney or other professional advisor?

Yes _____ No _____

9. Have you, in fact, discussed the Disclosure Document, the related agreements, and the benefits and risks of operating a Marble Slab Creamery franchise with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If yes, name and profession of advisor: ______________________

If no, do you wish to have more time to do so?

Yes _____ No _____

10. Other than the information presented in Item 19 of the Disclosure Document, has any of our employees, referring franchisee or any other person speaking on our behalf (this does not include non-referring franchisees whom you contact on your own) made any statement or representation (oral, written, or visual) regarding:

a. The amount of money that others have made or that you might make as a Marble Slab Creamery franchisee?

Yes _____ No _____

b. The revenue or profits that a Marble Slab Creamery franchise will generate?

Yes _____ No _____

c. Any other financial performance information about Marble Slab Creamery franchises?

Yes _____ No _____

11. If your answer to any part of Question 10 is "yes," please describe the statement or representation. Please include when, where, and by whom the statement or representation was made. Please provide full details in the following space. (Attach additional pages, if necessary.)

____

____

____

____

____

12. Have you contacted any of our existing franchisees about their financial performance?

Yes _____ No _____

13. If your answer to Question 12 is "yes," please describe the information that they shared with you in the following space. (You do not need to identify the franchisees with whom you spoke unless the franchisee is referring you as a potential franchisee.)

____

____

____

____

____

14. Please think about the statements or promises made to you by our employees (or by any other person purporting to speak on our behalf) concerning the <u>advertising, marketing, training, support, or assistance</u> that we will furnish to you. Were any such statements or promises contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____

15. If you answered "Yes" to Question 14, please provide full details in the following space. (Attach additional pages, if necessary.)

____

____

16. Have you entered into any agreement with us before today concerning our Marble Slab Creamery franchise opportunity?

Yes _____ No _____ If Yes, please describe: ____________________________

17. Have you paid any money to us before today in connection with our Marble Slab Creamery franchise opportunity?

Yes _____ No _____ If Yes, please describe: ____________________________

18. In entering into the Franchise Agreement, are you relying on any statement, promise, or assurances by us or anyone speaking or purporting to speak on our behalf, <u>other</u> <u>than</u> the terms of the Franchise Agreement itself? If "Yes", please provide full details in the following space. (Attach additional pages, if necessary.)

____

____

____

____

____

____

19. Would you agree that the success or failure of your franchise will depend in large part upon your own skills and abilities, competition from other businesses, the size of your market, and other economic and business factors?

Yes _____ No _____

20. In which state do you reside? ____

21. In which state do you intend to operate the Marble Slab Creamery franchise?

____

22. Have you selected a specific site at which you propose to open your Marble Slab Creamery Store?

Yes _____ No _____

If yes, please specify the location:____

____

23. Do you have personal knowledge of the market area in which you will operate?

Yes _____ No _____

24. Did you obtain advice from anyone other than our representatives in selecting your site?

Yes _____ No _____ If yes, name of advisor:________________________

If not, do you wish to have more time to do so?

Yes _____ No _____

25. Have all of your questions concerning your proposed investment in a Marble Slab Creamery franchise been answered to your satisfaction?

Yes _____ No _____

* * *

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT

____
Name:

Date: ______________________________________

MARBLE SLAB FRANCHISING, LLC
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Marble Slab Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state franchise laws (including Michigan, New York, and Rhode Island) require it to provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Marble Slab Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit G.

This franchise opportunity is being offered by the following franchise sellers: Tim Linderman, Mary Coots, Donna Pile, Holly Frey, Kim Rogers or Dustin Thompson, whose business address is 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342 and whose telephone number is 770-514-4500. Our registered agents authorized to receive service of process are stated on Exhibit G.

The issuance date of this disclosure document is April 3, 2019 (except those states listed on the State Cover Page that have a different issuance/effective date).

I received a Disclosure Document dated April 3, 2019, that included the following Exhibits: A. Franchise Agreement (including the following: Payment and Performance Guarantee, Appendix A - Marks, Appendix B – Lease Rider, Appendix C – ACH Authorization Form, Appendix D –Satellite Addendum) and State-Required Addenda; ; B. Area Development Agreement (including the following: Payment and Performance Guarantee, Exhibit A – General, Exhibit B – Form of Franchise Agreement) and State-Required Addenda; C. Additional State-Required Disclosures; D. General Release; E. Nondisclosure and Noncompete Agreement; F. Manuals' Tables of Contents; G. List of State Administrators and List of Agents for Service of Process; H. List of Franchisees and Stores; I. List of Franchisees Who Left the System; J. Financial Statements; and K. Compliance Questionnaire

____
Date Disclosure Document Received

If you are a sole proprietorship, please complete this shaded section:

You:	**Your Spouse:**
____________________________	____________________________
Signature	Signature
Print Name: ____________________	Print Name: ____________________

If you are a business entity (corporation, partnership, limited liability company, etc.) please complete the unshaded sections:

Name of Entity: ____

Officers:

By: ____	By: ____
Print Name:	Print Name:
Title:	Title:

Equity Holders of 10% or More:

Equity Holder No. 1	**Equity Holder No. 2**
___________________________________	___________________________________
Signature	Signature
Print Name: ________________________	Print Name: ________________________
Equity Holder No. 1's Spouse:	**Equity Holder No. 2's Spouse:**
___________________________________	___________________________________
Signature	Signature
Print Name: ________________________	Print Name: ________________________
Equity Holder No. 3	**Equity Holder No. 4**
___________________________________	___________________________________
Signature	Signature
Print Name: ________________________	Print Name: ________________________
Equity Holder No. 3's Spouse:	**Equity Holder No. 4's Spouse:**
___________________________________	___________________________________
Signature	Signature
Print Name: ________________________	Print Name: ________________________

If there are more than 4 equity holders of 10% or more, please copy this Receipt and continue signatures on the additional copy.

TO BE RETAINED BY YOU

MARBLE SLAB FRANCHISING, LLC
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Marble Slab Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state franchise laws (including Michigan, New York, and Rhode Island) require it to provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Marble Slab Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit G.

This franchise opportunity is being offered by the following franchise sellers: Tim Linderman, Mary Coots, Donna Pile, Holly Frey, Kim Rogers or Dustin Thompson, whose business address is 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342 and whose telephone number is 770-514-4500. Our registered agents authorized to receive service of process are stated on Exhibit G.

The issuance date of this disclosure document is April 3, 2019 (except those states listed on the State Cover Page that have a different issuance/effective date).

I received a Disclosure Document dated April 3, 2019, that included the following Exhibits: A. Franchise Agreement (including the following: Payment and Performance Guarantee, Appendix A - Marks, Appendix B – Lease Rider, Appendix C – ACH Authorization Form, Appendix D –Satellite Addendum) and State-Required Addenda; ; B. Area Development Agreement (including the following: Payment and Performance Guarantee, Exhibit A – General, Exhibit B – Form of Franchise Agreement) and State-Required Addenda; C. Additional State-Required Disclosures; D. General Release; E. Nondisclosure and Noncompete Agreement; F. Manuals' Tables of Contents; G. List of State Administrators and List of Agents for Service of Process; H. List of Franchisees and Stores; I. List of Franchisees Who Left the System; J. Financial Statements; and K. Compliance Questionnaire

____
Date Disclosure Document Received

If you are a sole proprietorship, please complete this shaded section:

You:	**Your Spouse:**
______________________________	______________________________
Signature	Signature
Print Name: ______________________	Print Name: ______________________

If you are a business entity (corporation, partnership, limited liability company, etc.) please complete the unshaded sections:

Name of Entity: ______________________________

Officers:

By: ______________________	By: ______________________
Print Name:	Print Name:
Title:	Title:

Equity Holders of 10% or More:

Equity Holder No. 1	**Equity Holder No. 2**
______________________	______________________
Signature	Signature
Print Name: ______________	Print Name: ______________
Equity Holder No. 1's Spouse:	**Equity Holder No. 2's Spouse:**
______________________	______________________
Signature	Signature
Print Name: ______________	Print Name: ______________
Equity Holder No. 3	**Equity Holder No. 4**
______________________	______________________
Signature	Signature
Print Name: ______________	Print Name: ______________
Equity Holder No. 3's Spouse:	**Equity Holder No. 4's Spouse:**
______________________	______________________
Signature	Signature
Print Name: ______________	Print Name: ______________

If there are more than 4 equity holders of 10% or more, please copy this Receipt and continue signatures on the additional copy.

TO BE RETURNED TO:

Marble Slab Franchising, LLC
5555 Glenridge Connector, Suite 850
Atlanta, Georgia 30342