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FRANCHISE DISCLOSURE DOCUMENT

Marble Slab Creamery FDD 2014 v1
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FRANCHISE DISCLOSURE DOCUMENT

Marble Slab Franchising, LLC
A Delaware limited liability company
1346 Oakbrook Drive, Suite 170
Norcross, Georgia 30093
(770) 514-4500
franchiseinfo@gfgmanagement.com
www.marbleslab.com



Marble Slab Franchising LLC (MSF) 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 (Traditional Store Non-Traditional Store or Satellite) is \$230 085 to \$372 135 This includes **\$5,000****15,000** to \$35 000 that must be paid to us or our affiliates

The total investment necessary to begin operation of a MARBLE SLAB CREAMERY Area Development franchise is \$50 000 and up This includes \$50 000 or more that must be paid to us or our affiliates

This disclosure document summarizes certain provisions of your franchise agreement area development 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 1346 Oakbrook Drive Suite 170 Norcross Georgia 30093 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 1 **2014, as amended November 1, 2014**

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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~~ ~~UNDER A REQUIREMENT BY THE HAWAII SECURITIES COMMISSIONER, WE WILL DEFER THE INITIAL FRANCHISE FEE THAT YOU MUST PAY TO US UNTIL YOU OPEN FOR BUSINESS. PLEASE SEE THE HAWAII ADDENDA TO THE FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT FOR DETAILS.~~
- ~~2~~ ~~FOR CALIFORNIA FRANCHISEES, WE WILL ESCROW THE INITIAL FRANCHISE FEE THAT YOU MUST PAY TO US UNTIL YOU OPEN FOR BUSINESS. PLEASE SEE THE CALIFORNIA ADDENDA TO THE FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT FOR DETAILS.~~ 3 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.
- ~~4.2~~ 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.
- ~~5.3~~ OUR ASSETS ARE PLEDGED AS COLLATERAL BY OUR INDIRECT PARENT COMPANY, GLOBAL FRANCHISE GROUP, LLC, UNDER A \$77.5 MILLION DEBT AGREEMENT, WITH AN INDEPENDENT INVESTMENT FIRM. THE DEBT AGREEMENT CONTAINS CERTAIN REQUIREMENTS INCLUDING, AMONG OTHER ITEMS, MINIMUM FIXED CHARGE COVERAGE RATIOS, ASSET SALE RESTRICTIONS, AND LIMITATIONS ON INDEBTEDNESS.
- ~~6.4~~ SPOUSES OF FRANCHISE OWNERS MUST SIGN A PERSONAL GUARANTY AND BE BOUND BY THE TERMS OF THE FRANCHISE AGREEMENT, PLACING THEIR PERSONAL ASSETS AT RISK.
- ~~7.5~~ THE FRANCHISE AGREEMENT PROVIDES FOR YOUR PAYMENT OF LIQUIDATED DAMAGES IF WE TERMINATE THE FRANCHISE AGREEMENT FOR CAUSE.

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