

APR - 9 2015

San Francisco Office

In July 2004, MSC was served in a lawsuit that a former franchisee and its principals filed in January 2004 against MSC and the other defendants named in the Houma suit. The suit was filed in the 129th Judicial District Court of Harris County, Texas and was styled UB, Inc., et al v Marble Slab Creamery, Inc., et al (Cause No 2003-42980). The UB plaintiffs' allegations mirror the fraud, misrepresentation and deceptive trade practices claims alleged in the Carousel's, Cryjac and Houma suits. They sought compensatory damages of over \$10,000,000, statutory damages under the Texas Deceptive Trade Practices Act, punitive damages and attorneys' fees. MSC filed an answer denying the UB plaintiffs' allegations on July 26, 2004. Before either side conducted a significant amount of discovery, MSC and the UB plaintiffs settled and dismissed all claims.

In July 2005, MSC resolved all claims with the franchisee claimants (the "Claimants") in each of the lawsuits described above. MSC agreed to dismiss with prejudice the claims MSC had asserted against each of the Claimants, and each of the Claimants released MSC from all claims they had asserted against MSC. The court dismissed each of the proceedings with prejudice on July 14, 2005. Neither MSC nor any of its executives paid any money to or otherwise compensated any of the Claimants.

Other than the above actions, no litigation must be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy information must be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

If we grant you a franchise for a for a Traditional Store, then when you sign the Franchise Agreement, you must pay us an initial franchise fee ("Franchise Fee") of \$30,000. The Franchise Fee for a Non-Traditional Store is \$15,000.

If you are an existing franchisee purchasing one or more an additional franchise from us, then the Franchise Fee for Stores 2 to 5 will be \$22,500 per Store, the Franchise Fee for Stores 6 to 10 will be \$20,000 per Store, and the Franchise Fee will be \$15,000 for each additional Store after your first 10 Stores. The Franchise Fee is fully earned by us when paid and is not refundable.

The Franchise Fee for a Non-Traditional Store is \$15,000.

During 2014, the initial franchise fees ranged from \$15,000 to \$30,000.

We do not offer financing for the Franchise Fee. Except as described above, the Franchise Fee are uniform for all franchisees.

Initial Development Fee

If we grant you development rights, then you will pay us a Development Fee of \$10,000 per Store to be opened under the Area Development Agreement when you sign the Area Marble Slab Creamery 2015 FDD.

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

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis Indiana 46204

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing Michigan 48910

NEW YORK

Secretary of State of the State of New York
41 State Street
Albany New York 12231

OREGON

Director
Department of Insurance and Finance
700 Summer Street N E
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Salem Oregon 97310

SOUTH DAKOTA

Director Division of Securities
Department of Labor and Regulation
124 S Euclid Suite 104
Pierre South Dakota 57501-3185

WASHINGTON

Director of the Securities Division
Department of Financial Institutions
State of Washington
150 Israel Road
Tumwater Washington 98501

EXHIBIT H – Transfer Referral Fee Agreement
Marble Slab Creamery 2015 FDD
NJ 229031427v1

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield Illinois 62706

MARYLAND

Maryland Securities Commissioner
200 St Paul Place
Baltimore Maryland 21202-2020

MINNESOTA

Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place Suite 500
St Paul Minnesota 55101

NORTH DAKOTA

North Dakota Securities Commissioner
State Capitol
Bismarck North Dakota 58505

RHODE ISLAND

Director of Department of Business Regulation
Department of Business Regulation
Securities Division
John O Pastore Complex
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Cranston RI 02910

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street
1st Floor
Richmond Virginia 23219

WISCONSIN

Wisconsin Commissioner of Securities
345 W Washington Avenue 4th Floor
Madison Wisconsin 53703

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