1. Franchised Location. The Franchised Location, set forth in Section 3.1 of the Agreement shall be:                                                                                                                                                                                      and the Store configuration shall be:                                                                                                     .

     2. Initial Franchise Fee. The amount of the initial franchise fee, set forth in Section 4.1 of the Agreement, shall be: $                                                            .

     Fully executed this \_\_\_day of                     , 2005.

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|  |  | **ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.** | | |
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|  |  | **FRANCHISEE:** | | |
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**EXHIBIT II  
TO FRANCHISE AGREEMENT**

**GUARANTY AND ASSUMPTION OF FRANCHISEE’S OBLIGATIONS**

     In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the “**Agreement**”) by Rocky Mountain Chocolate Factory, Inc. (“**the Franchisor**”), each of the undersigned hereby personally and unconditionally:

     Guarantees to the Franchisor and its successors and assigns, for the term of this Agreement, including renewals thereof, that the franchisee, as that term is defined in the Agreement (“**Franchisee**”), shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

     Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

Each of the undersigned waives the following:

     1. Acceptance and notice of acceptance by the Franchisor of the foregoing undertaking;

     2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

     3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

     4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability; and

     5. Any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

     1. His or her direct and immediate liability under this guaranty shall be joint and several;

     2. He or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

     3. Such liability shall not be contingent or conditioned upon pursuit by the Franchisor of any remedies against Franchisee or any other person; and

     4. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Franchisor may from time to time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement, including renewals thereof.

**IN WITNESS WHEREOF**, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

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| **WITNESS** |  | **GUARANTOR(S)** |
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**EXHIBIT III  
TO FRANCHISE AGREEMENT**

**STATEMENT OF OWNERSHIP**

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| Franchisee: |  |  |
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| Trade Name (if different from above): |  |  |
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Form of Ownership  
(Check One)

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|  |  | Individual |  |  |  | Partnership |  |  |  | Corporation |  |  |  | Liability |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  | Company |

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Limited Liability Company, provide name and address of each member and each manager showing percentage owned and indicate the state in which the Limited Liability Company was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

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Franchisee acknowledges that this Statement of Ownership applies to the ROCKY MOUNTAIN CHOCOLATE FACTORY Store authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to the Franchisor in writing.

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|  |  |  |  |  |
| Date |  |  |  | Signature |
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**EXHIBIT IV  
TO FRANCHISE AGREEMENT**

**ADDENDUM TO  
ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.  
FRANCHISE AGREEMENT RELATED TO AUTHORIZATION  
OF PREARRANGED PAYMENTS  
(DIRECT DEBITS)**

     1. **Prearranged Payments.**Under the terms of Section 11.4 of the Agreement, the Franchisee authorizes the Franchisor to initiate debit entries and/or credit correction entries to the Franchisee’s checking and/or savings account identified below and authorizes the depository identified below (“**Depository**”) to debit such account pursuant to the Franchisor’s instructions.

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|  |  |  |  |  | |
| Depository |  |  |  | Branch |  |
|  |  |  |  |  |  |
|  |  |  |  |  | |
| City |  |  |  | State | Zip Code |
|  |  |  |  |  |  |
|  | | | | | |
| Bank Transit/ABA Number |  |  |  |  | Account Number |

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|  |  |  |  |  |  | **ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.** | | |
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| Date: |  |  |  |  |  | By: |  |  |
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| Date: |  |  |  |  |  |  |  |  |
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**EXHIBIT V  
TO THE FRANCHISE AGREEMENT**

**PERMIT, LICENSE AND CONSTRUCTION CERTIFICATE**

     Franchisor and Franchisee are parties to a Franchise Agreement dated                     , 2005 for the development and operation of ROCKY MOUNTAIN CHOCOLATE FACTORY Store located at                                                                                                      (the “**Franchised Location**”). In accordance with Section 5.5 of the Franchise Agreement, Franchisee certifies to Franchisor that the Franchised Location complies with all applicable federal, state and local laws, statutes, codes, rules, regulations and standards including, but not limited to, the federal Americans with Disabilities Act and any similar state or local laws. The Franchisee has obtained all such permits and certifications as may be required for the lawful construction and operation of the ROCKY MOUNTAIN CHOCOLATE FACTORY Store, together with all certifications from government authorities having jurisdiction over the site that all requirements for construction and operation have been met, including without limitation, zoning, access, sign, health, safety requirements, building and other required construction permits, licenses to do business, sales tax permits, health and sanitation permits and ratings and fire clearances. The Franchisee has obtained all customary contractors’ sworn statements and partial and final lien waivers for construction, remodeling, decorating and installation of equipment at the Franchised Location. The Franchisee acknowledges that it is an independent contractor and that the requirement of this certification does not constitute ownership, control, leasing or operation of the Store or the Franchised Location by the Franchisor, but rather provides notice to Franchisor that the Franchisee has complied with all applicable laws. The Franchisee asserts that Franchisor may justifiably rely on the information contained in this certificate.

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**EXHIBIT VI  
TO FRANCHISE AGREEMENT**

**CONFIDENTIALITY AND NONCOMPETITION AGREEMENT**

**AGREEMENT**, dated                     , 2005, by and between Rocky Mountain Chocolate Factory, Inc. (“**Franchisor**”) and                                                             , a(n) [directors, officer, partner, principal, employee, agent or stockholder] of                                          (the “**Franchisee**”). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement, defined below.

     The Franchisor has granted to the Franchisee, pursuant to that certain Franchise Agreement dated                     , 2005 (the “**Franchise Agreement**”), the right to operate a ROCKY MOUNTAIN CHOCOLATE FACTORY Store. The undersigned, in consideration of the receipt and/or use of the Operations Manual and other information proprietary to the Franchisor, including but not limited to methods, strategies and techniques developed by the Franchisor relating to operations, marketing, training, advertising, trade secrets, recipes and other confidential data (collectively referred to as “**Proprietary Information**”), agrees with the Franchisor as follows:

     (1) The undersigned acknowledges that the Operations Manual and other Proprietary Information now or hereafter provided to Franchisee by the Franchisor is proprietary to the Franchisor and must be held in the utmost and strictest confidence.

     (2) The undersigned represents and agrees that the undersigned will not, without the prior written consent of the Franchisor, either:

     (i) Duplicate or otherwise reproduce the Operations Manual or other Proprietary Information;

     (ii) Deliver or make available the Operations Manual or other Proprietary Information to any person other than an authorized representative of the Franchisor;

     (iii) Discuss or otherwise disclose the contents of the Operations Manual or other Proprietary Information to any person other than an authorized representative of the Franchisor; or

     (iv) Use the Operations Manual or other Proprietary Information to his, her or its commercial advantage other than in connection with the operation of the franchise created and granted by the Franchise Agreement.

     (3) While the Franchise Agreement is in effect, neither the undersigned, nor any member of his or her immediate family, shall engage in, or participate as an owner, officer, partner, director, agent, employee, shareholder or otherwise in any other Competitive Business without having first obtained the Franchisor’s written consent. For the purposes of this Agreement, “**Competitive Business**” shall mean any business deriving more than 10% of its gross sales receipts from the sale, processing or manufacturing of chocolate candies and other non-chocolate confectionery items, Items or other products offered in ROCKY MOUNTAIN CHOCOLATE FACTORY Stores and which constitute 10% or more of the Gross Retail Sales of any ROCKY MOUNTAIN CHOCOLATE FACTORY Store.

     (4) The undersigned has acquired from the Franchisor confidential information regarding Franchisor’s trade secrets and franchised methods which, in the event of a termination of the Franchise Agreement, could be used to injure the Franchisor. As a result, neither the undersigned, nor any member of his or her immediate family, shall, for a period of 2 years from the date of termination, transfer or expiration of the Franchise Agreement, without having first obtained the Franchisor’s written consent, engage in or participate as an owner, officer, partner, director, agent, employee, shareholder or otherwise in any Competitive Business which is located or operating, as of the date of such termination, transfer or expiration, within a 10-mile radius of the Franchisee’s former Franchised Location as defined in the Franchise Agreement, or within a 10-mile radius of any other franchised or company-owned ROCKY MOUNTAIN CHOCOLATE FACTORY Store, unless such right is granted pursuant to a separate agreement with the Franchisor.

     (5) The undersigned agrees that during the term of the Franchise Agreement, and for a period of 2 years thereafter, it shall in no way divert or attempt to divert the business of customers, or interfere with the business relationship established with customers of the Franchisee’s ROCKY MOUNTAIN CHOCOLATE FACTORY Store or of any Competitive Business.

**IN WITNESS WHEREOF,**this Agreement has been executed by the undersigned as of the date set forth above.

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