

SUPPLEMENT TO LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this day
of _____, 19____, by and between
_____, a _____ corporation, whose
address is _____,
hereinafter referred to as "Licensor", and _____,
whose address is _____,
hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, the Licensor desires to license the use and operation of
a _____ store location at
_____; and

WHEREAS, the Licensee desires to license said store from
the Licensor; and

WHEREAS, both the Licensor and the Licensee desire to contract for additional
services and amenities which will best assist in the success of the operation.

NOW, THEREFORE, in consideration of the mutual promises and conditions
contained herein, the Licensor and the Licensee agree as follows:

1. The Licensor may provide the Licensee with various forms
_____ of financing, which shall be at the strict discretion and
option of the Licensee, and shall not, under any circumstances, be required of
the Licensee.
2. The Licensor may provide legal services for the sole and
exclusive benefit of the Licensor which result in the organization and
incorporation of a corporation in the

State of _____, owned and operated by the

Licensee. Such action shall be done by the Licensor only at the express desire of the Licensee, and the Licensor does not, under any circumstances, require said action to be taken by the Licensee. In said event, the Licensor shall charge the Licensee with the Licensor's out-of-pocket expenses in providing the Licensee with those legal services and the Licensee specifically acknowledges that the law firm preparing those corporate documents for the Licensee shall be doing so under an agreement with the Licensor and with the duty of due care and fidelity owed to the Licensor, not to the Licensee.

Furthermore, the Licensee specifically understands that any law firm representing the Licensor shall not represent the Licensee in any matter dealing with this license agreement.

3. The Licensee acknowledges that the Licensee has been advised to seek independent legal counsel concerning this transaction.

4. In accordance with the desire of the Licensor and the

Licensee to provide additional services which will best assist the Licensee in operating successfully, the

Licensor may, from time to time, bring to the Licensee's

attention certain additional services which will be made available or are theretofore available to the Licensee. The Licensor and the Licensee acknowledge that any of said services, including, but not limited to, bookkeeping, computer service bureau services, group insurance, credit card or banking services, group purchases, and so forth,

are not required and are made available to the Licensee for use of or purchase by, as the case may be, the Licensee at the Licensee's sole option and discretion.

5. The Licensee acknowledges that it has received and

EXHIBIT "A"

Copy of Prospectus and Disclosure Agreement