

THIS VENDOR CONTRACT AGREEMENT, dated as of **March, 2008**, (this "Agreement"), is made by and between **9-Second Foods**, a Missouri Corporation ("9SF") and **Restful Inn Inc.**, an Ohio corporation ("RFI").

WHEREAS, 9-SECOND FOODS and RESTFUL INN INC. desire to amend and restate the Original Agreement, among other things, to extend the term of the Original Agreement through **May, 2009**;

WHEREAS, the parties hereto desire to amend, modify and restate the Original Agreement in accordance with the foregoing; and

WHEREAS, the parties hereto amend and restate the following recitals:

RECITALS

A. 9-SECOND FOODS and RESTFUL INN INC. have entered into a Distribution Agreement dated as of March 5, 2008 (the "Distribution Agreement"), providing for the contribution by 9-SECOND FOODS of the Transferred Business to RESTFUL INN INC..

B. Following the Contribution, subject to the conditions set forth in the Distribution Agreement, all issued and outstanding shares of capital stock of RESTFUL INN INC. were distributed to the Sole Stockholder.

C. In the interest of an orderly transition with respect to the transfer of the Transferred Business to RESTFUL INN INC. and certain third-party vendor contracts relating thereto (the "Vendor Contracts"), the parties desire to provide for (i) the provision during the Transition Period of services pursuant to the Vendor Contracts (the "Vendor Services") to RESTFUL INN INC. or 9-SECOND FOODS as appropriate and (ii) the appropriate allocation of related costs and expenses relating to such Vendor Services.

The parties agree as follows:

1. Definitions. Unless the context otherwise requires, capitalized

terms not otherwise defined herein shall have the respective meanings given to them in the Distribution Agreement.

2. Vendor Services.

(a) The Vendor Contracts are set forth in Attachment 1 hereto. Subject to the terms of this Agreement, upon the written request setting forth additional or amended Vendor Services to be provided to RESTFUL INN INC. made by an Executive Vice President of RESTFUL INN INC. or a person designated to act on his behalf in an instrument executed by such RESTFUL INN INC. Executive Vice President

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and delivered to 9-SECOND FOODS, 9-SECOND FOODS shall provide, or cause provision, to RESTFUL INN INC. of each of the Vendor Services with respect to the Transferred Business in the manner and to the same general extent as such

Vendor Services have been provided to 9-SECOND FOODS in connection with the Transferred Business before the Contribution.

(b) Costs and expenses relating to Vendor Contracts shall be allocated as shall be determined by the parties as follows or as otherwise shall be mutually agreed in writing by the parties:

(i) Segregate Vendor Contract Invoices: If invoices relating to Vendor Services can be divided to reflect properly the Vendor Services provided to 9-SECOND FOODS and RESTFUL INN INC., respectively, such invoices shall be segregated and paid directly by the appropriate party to whom the related Vendor Services were provided.

(ii) Reimburse 9-SECOND FOODS: In the event that invoices relating to Vendor Services cannot be segregated and paid as described in subparagraph

(i) above, RESTFUL INN INC. shall pay its allocated share directly or reimburse 9-SECOND FOODS for Vendor Services provided to RESTFUL INN INC. pursuant to this Agreement as set forth in Attachment 1.

3. Term. Except with respect to Section 6, the term of this Agreement

shall be two (2) years commencing on October 31, 1997 (the "Term"). RESTFUL INN INC. shall have the right to terminate a Vendor Service or Vendor Services upon sixty (60) days prior written notice to 9-SECOND FOODS. Termination of one or more Vendor Services by RESTFUL INN INC. shall not affect the obligation of 9-SECOND FOODS to furnish all other Services for the remainder of the Term.

RESTFUL INN INC. is entitled to a 30% Discount for the terms of this agreement.

4. Nondisclosure. In the event that, during the Term and in connection

with a party's performance of its obligations hereunder, either party shall receive information concerning the other party hereto which the receiving party knows, or has reason to believe, is confidential or proprietary to the party to whom such information relates, the party receiving such information shall take all reasonable steps to (a) protect and hold such information in confidence and prevent its disclosure to third parties unless such third parties are under a duty of confidentiality to the party to which such information relates; and (b) restrict its use to those purposes consented to in writing by the party to whom such information relates; provided, however, that the party receiving such information shall not be required to protect or hold in confidence any information or data which (i) is or becomes available to the public without the fault of the receiving party, (ii) is independently developed by the receiving party, (iii) is disclosed to the receiving party by a third party known to the receiving party not to be under any duty of confidentiality to the party to whom such information relates with respect to such information or (iv) except as may otherwise be required by law. This Section 4 shall not limit the obligation of the parties under the Distribution Agreement to provide access to records after the date hereof.

5. successors and assigns of the parties hereto, provided that this Agreement may not be assigned by either of the parties hereto without the prior written consent of the other.

11. Notices. All notices and other communications required or permitted

to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid or by certified or registered mail, and addressed to the applicable party at the respective addresses set forth in the Distribution Agreement (or at such other address for a party as shall be specified by a like notice).

12. Governing Law. The validity, enforceability and performance of this

Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (excluding its choice of law rules).

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13. Entire Agreement. The parties intend that the terms of this Agreement,

including the attached schedules, shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceedings involving this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of

which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15. Headings. The headings used in this Agreement are inserted for

Convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

16. Amendments and Waivers. This Agreement may not be amended except

upon the written consent of all of the parties. By an instrument in writing, any party may waive compliance by any other party with any term or provision of this Agreement that such other party was or is obligated to comply with or perform, provided, however, that such waiver shall not operate as a waiver of, or stopped with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

17. Expenses. Whether or not the transactions contemplated in this

Agreement are consummated, unless specifically provided otherwise in this

Agreement (including all Schedules hereto), each party shall bear and pay all expenses incurred by it or on its behalf in connection with the preparation of this Agreement and consummation of the transactions described herein.

18. Severability. If any provision of this Agreement, or the application

thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder of this Agreement and such provisions as applied to other persons, places or circumstances shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

THE 9-Second Foods Company,
a Missouri corporation

By: _____

Its: _____

THE Restful Inn Inc.
an Ohio corporation

By: _____

Its: _____