FRANCHISE DISCLOSURE DOCUMENT

U-SWIRL INTERNATIONAL, INC
(a Nevada corporation)
265 Turner Drive
Durango, Colorado 81303 USA
970-375-5687
info@u-swirl com
www u-swirl com, www yogurtini com, www Cherryberryyogurtbar com

U-Swirl International, Inc ("USI") offers franchises for the operation of self-service frozen yogurt stores under the marks "U-Swirl Frozen Yogurt", "CherryBerry", "Yogurtini", "Yogli-Mogli", "Josie's", "Aspen Leaf Yogurt", "Let's Yo" and "Fuzzy Peach"(collectively "USI Stores"), which stores may also offer beverages and other frozen dessert products

The total investment necessary to begin operation of a USI Store franchise is from $360,000 to $466,000 These amounts include $25,000 that must be paid to the franchisor or its affiliate

USI also offers franchises for limited-product stores within non-traditional locations under the mark "U-Swirl-n-Go" ("U-Swirl-n-Go Stores") The total investment necessary to begin operation of a U-Swirl-n-Go Store franchise is from $60,000 to $232,000 These amounts include $9,000, $12,000 or $15,000 that must be paid to the franchisor or its affiliate

USI may also offer to qualified candidates the right to develop USI Stores that are co-branded as a Rocky Mountain Chocolate Factory store You will be given a copy of the Disclosure Document for Rocky Mountain Chocolate Factory The total investment necessary to begin operation of a USI Store franchise is from $50,000 to $266,000 These amounts include $25,000 that must be paid to the franchisor or its affiliate

This disclosure document summarizes certain provisions of your franchise 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 our Franchise Development Department at 265 Turner Drive, Durango, Colorado 81303 USA and 702-586-8700, e-mail info@u-swirlinc com

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 can also 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 may also be laws on franchising in your state Ask your state agencies about them

Issuance Date

June 15, 2016

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor 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 A 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 AND CONDITIONS IN ORDER 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 IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN COLORADO OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN COLORADO THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT COLORADO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 YOU MUST COMPLY WITH MAXIMUM PRICES SET BY THE FRANCHISOR FOR ALL GOODS YOU SELL THIS REQUIREMENT MAY REDUCE YOUR ANTICIPATED REVENUE AND NET INCOME

4 YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL

5 IN THE LAST YEAR, A HIGH PERCENTAGE OF FRANCHISED OUTLETS CEASED OPERATIONS THIS FRANCHISE COULD BE A HIGHER RISK INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LOWER TURNOVER RATE

6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

Effective Date See the next page for state effective dates

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or a notice be filed, or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin

This Franchise Disclosure Document is registered, on file, or the applicable notice filed, in the following states having franchise registration and disclosure laws, with the following effective dates

California	Pending
Connecticut	Exempt
Florida	December 17, 2015
Hawaii	Pending
Illinois	June 29, 2016
Indiana	August 13, 2016
Kentucky	April 10, 2014
Maine	Exempt
Maryland	July 5, 2016
Michigan	December 18, 2015
Minnesota	Pending
Nebraska	March 31, 2014
New York	August 18, 2014, amended as of _____
North Carolina	Exempt
North Dakota	March 9, 2016, amended as of July 20, 2016
Rhode Island	Pending
South Carolina	Exempt
South Dakota	March 7, 2016
Texas	December 2, 2008
Utah	April 1, 2016
Virginia	Pending
Washington	March 29, 2016, amended as of _____
Wisconsin	April 14, 2016, amended as of July 21, 2016

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ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, "**USI**" means U-Swirl International, Inc , the franchisor USI may also be referred to as "**we**" or "**us**," or with references to "**our**' "**You**" or "**your**" means the person(s) or business entity that buys the franchise If "you" is a business entity, "you" includes the owners of the business to the extent the owners of the business guaranty or otherwise agree to perform or be bound by the obligations of the business entity

As of the Issuance Date of this Disclosure Document, USI does business under and/or uses the names U-Swirl International, Inc , U-Swirl Frozen Yogurt, U-Swirl-n-Go, U-Swirl, Yogurtini, Aspen Leaf Yogurt, Josie's, CherryBerry, Yogli Mogli, Gracie Bleu, Let's Yo and Fuzzy Peach As of the Issuance Date of this Disclosure Document, USI does not do business under any other name

The principal business address of USI is 265 Turner Drive, Durango, Colorado 81303 USA USI's agents for service of process are disclosed in <u>Exhibit A</u>

USI was incorporated in Nevada on September 4, 2008 Until February 29, 2016, USI had been a wholly-owned subsidiary of U-Swirl, Inc , f/k/a Healthy Fast Food, Inc Thus, U-Swirl, Inc was the parent company of USI Healthy Fast Food, Inc was incorporated in Nevada on November 14, 2005 The name of the corporation was changed to U-Swirl, Inc on May 16, 2011 The principal business address of U-Swirl, Inc is the same as USI's address In addition to owning USI, U-Swirl, Inc formerly operated as an area representative and franchise of EVOS USA, Inc At least at that time, EVOS USA, Inc franchisees operated restaurants that offered hamburgers, fries, and milkshakes, among other food and beverage items Although it has ceased operating those businesses, and while representatives of U-Swirl, Inc and EVOS USA, Inc discussed in the past possible terms of a written agreement to terminate their agreements related to those businesses, as of the Issuance Date of this Disclosure Document no such written agreement has been executed by the parties

On September 30, 2008, USI acquired the major portion of its assets (at that time) from U-Swirl Yogurt, Inc , now known as U Create Enterprises Incorporated ("**Yogurt, Inc** ") Those assets consisted primarily of the U-Swirl Frozen Yogurt system The principal business address of Yogurt, Inc is 790 Coronado Center Drive, Henderson, Nevada 89052

On January 14, 2013, U-Swirl, Inc acquired (by purchase and license to use) the assets of the "Aspen Leaf System" from Aspen Leaf Yogurt, LLC ("**ALY**"), which was at that time a wholly owned subsidiary of Rocky Mountain Chocolate Factory, Inc ("**RMCF**") The principal business address of those two entities is 265 Turner Drive, Durango, Colorado 81303 USA On that same date U-Swirl, Inc also acquired the assets of six Aspen Leaf stores ("**Aspen Leaf Stores**") from ALY The assets referred to in this paragraph are referred to collectively below as the "**Aspen Leaf Assets** "

Also on January 14, 2013, U-Swirl, Inc purchased all of the ownership interest of

Ulysses Asset Acquisition, LLC ("**Ulysses**") from RMCF Immediately prior to that purchase by U-Swirl, Inc , Ulysses had purchased from YHI, Inc and Yogurtini International, LLC the assets of the "Yogurtini System" The principal business address of those two entities is, or was at that time, 725 S Rural Road, Suite 120, Tempe, Arizona 85281

Immediately after U-Swirl, Inc acquired the Aspen Leaf Assets and the ownership of Ulysses, it transferred those assets and that ownership interest to USI Ulysses was merged into USI in February 2013

In exchange for the purchase of the Aspen Leaf franchise system from ALY and the purchase of the "Yogurtini System" through the merger with Ulysses, RMCF acquired a 60% controlling ownership interest in U-Swirl, Inc in January 2013 As of February 29, 2016, RMCF no longer has controlling ownership interest in U-Swirl, Inc

On January 16, 2014, U-Swirl, Inc entered into a Loan and Security Agreement ("Loan Agreement") with RMCF in which U-Swirl, Inc pledged a security interest in all of its assets as collateral for the loan As of August 31, 2015, U-Swirl, Inc was in default under the loan covenants and had negative working capital, resulting in a going concern opinion from our auditors in the unaudited financial statements for the period ended August 31, 2015, disclosed in Item 21 On October 28, 2015, U-Swirl, Inc received a notice of default from RMCF with respect to U-Swirl, Inc 's failure to maintain a minimum level of adjusted EBITDA under the Loan Agreement Effective October 28, 2015, interest on the loan began accruing at the default rate of 15% per annum The loan matured in January 2016 and on February 29, 2016, RMCF foreclosed on its security interest because U-Swirl, Inc failed to cure its defaults under the loan covenants

On October 1, 2013, USI acquired the assets of the "Josie's System" from QnLincoln, LLC and Josie's of Nevada, LLC These entities are ***not*** considered to be a "predecessor" of USI under the Federal Trade Commission Franchise Rule

On January 17, 2014, U-Swirl, Inc acquired the assets of the CherryBerry Self-Serve Yogurt Bar system (the "**CherryBerry System**") from CherryBerry Enterprises LLC, CherryBerry Corporate LLC, and CherryBerry LLC (collectively, the "**CherryBerry Companies**") On that same date U-Swirl, Inc also acquired from the CherryBerry Companies the assets of one CherryBerry System store (a "**CherryBerry Store**") and a company headquarters location The assets referred to in this paragraph are referred to collectively below as the "**CherryBerry Assets** " These entities are collectively considered to be a "predecessor" of USI under the Federal Trade Commission Franchise Rule The principal business address of the CherryBerry Companies was, at least on the date of the acquisition, 4605 West Kenosha Street, Broken Arrow, Oklahoma 71012

Also on January 17, 2014, U-Swirl, Inc acquired the assets of the "Yogli Mogli System" from Yogli Mogli Franchise LLC, Yogli Mogli LLC, Yogli Mogli Newman LLC, Yogli Mogli Enterprises LLC, and Yogli Mogli Wheaton, LLC (collectively, the "**Yogli Mogli Companies**") On that same date U-Swirl, Inc also acquired from the Yogli Mogli Companies four Yogli Mogli frozen yogurt stores (the "**Yogli Mogli Stores**') The assets referred to in this paragraph are referred to collectively below as the "**Yogli Mogli Assets**" These entities are ***not*** considered to be a "predecessor" of USI under the Federal Trade Commission Franchise Rule

On January 17, 2014, U-Swirl, Inc transferred the ownership of the CherryBerry Assets and the ownership of the Yogli Mogli Assets to USI

On February 19, 2014, U-Swirl Inc acquired the assets of the Fuzzy Peach system (the "**Fuzzy Peach System**") from The Fuzzy Peach Franchising, LLC ("**FPF**") That entity is ***not*** considered to be a "predecessor" of USI under the Federal Trade Commission Franchise Rule

On February 19, 2014, U-Swirl, Inc transferred the ownership of the assets of the Fuzzy Peach System to USI

On April 29, 2015, U-Swirl Inc acquired the assets of the Let's Yo system (the "**Let's Yo System**") from Let's Yo, LLC ("Let's Yo") That entity is ***not*** considered to be a "predecessor" of USI under the Federal Trade Commission Franchise Rule

On April 29, 2015, U-Swirl, Inc transferred the ownership of the assets of the Let's Yo System to USI

On March 6, 2014, Moxie Consumer Products LLC ("**MCP**"), a wholly owned subsidiary of U-Swirl, Inc , acquired the assets of Moxie USA, LLC, a supplier of beverages and candies Moxie USA, LLC is ***not*** affiliated with USI MCP is a Nevada limited liability company formed on February 11, 2014 and located at 1175 American Pacific Dr , Suite C, Henderson, Nevada 89074 In October 2014, U-Swirl, Inc 's interests in MCP were transferred to new ownership as disclosed in the February 28, 2015 audited financial statements

On August 1, 2013, U-Swirl International, Inc acquired two (2) Gracie Bleu yogurt stores As of the Issuance Date of this Disclosure Document, USI does not intend to offer new Gracie Bleu system franchises

Through this Disclosure Document USI grants franchisees ("**USI Store Franchises**") the right to operate self-service retail frozen yogurt stores under the marks U-SWIRL FROZEN YOGURT® ('**U-Swirl Stores**") or CherryBerry® ("**CherryBerry Stores**") or YOGURTINI® ("**Yogurtini Stores**")or ASPEN LEAF YOGURT® ("**Aspen Leaf Stores**") or YOGLI MOGLI® ("**Yogli Mogli Stores**") or JOSIE'S® ("**Josies's Stores**") or Fuzzy Peach® ("**Fuzzy Peach Stores**") or Let's Yo® ("**Let's Yo Stores**") These stores might also offer beverages and other frozen dessert products U-Swirl Stores, CherryBerry Stores, Yogurtini Stores, Aspen Leaf Stores, Yogli Mogli Stores, Josie's Stores, Fuzzy Peach Stores and Let's Yo Stores may be referred to below as "**USI Stores**" when reference is made to either or all of these brands of stores A copy of the USI Franchise Agreement is attached to this Disclosure Document as Exhibit B, a copy of the CherryBerry Amendment to Franchise Agreement is attached to this Disclosure Document as Exhibit B-1, a copy of the Yorgurtini Amendment to Franchise Agreement is attached to this Disclosure Document as Exhibit B-2, a copy of the Yogli Mogli Amendment to Franchise Agreement is attached to this Disclosure Document as Exhibit B-3, a copy of the Josie's Amendment to Franchise Agreement is attached to this Disclosure Document as Exhibit B-4, a copy of the Aspen Leaf Yogurt Amendment to Franchise Agreement is attached to this Disclosure Document as Exhibit B-5, a copy of the Let's Yo Amendment to Franchise Agreement is attached to this Disclosure Document as Exhibit B-6, and a copy of the Fuzzy Peach Amendment to Franchise Agreement is attached to this Disclosure Document as Exhibit B-7

USI Stores will typically offer 10-16 flavors of self-service yogurt with customers filling containers with as much of one or more flavors as desired, selecting from 20 plus toppings, and then paying by the ounce for the yogurt and toppings USI Stores typically have inside seating USI Stores may also include the sale of beverages and other frozen dessert products The specifications of a typical USI Store may change over time

Through this Disclosure Document USI also intends to offer franchises ("**U-Swirl-n-Go Franchises**") for a limited-product store (a "**U-Swirl-n-Go Store**") within a Non-traditional Location, such as a convenience store, airport, hotel, and other mass gathering area, as further defined in Item 12 below

U-Swirl-n-Go Stores will typically offer four to six flavors of self-service yogurt, with customers filling containers with as much of one or more flavors as desired, selecting from over 20 toppings, and then paying by the ounce for the yogurt and toppings U-Swirl-n-Go Stores will typically occupy less than 200 square feet within the convenience store or other Non-traditional Locations, and with no dedicated seating If you purchase a U-Swirl-n-Go Franchise, you must sign, in addition to the Franchise Agreement, a U-Swirl-n-Go Amendment to Franchise Agreement A copy of that Amendment is attached to this Disclosure Document as Exhibit B-8

The franchise system consisting of U-Swirl Stores and U-Swirl-n-Go Stores may be referred to below as the "**U-Swirl System**," and the owners of those franchises may be referred to below as "**U-Swirl Franchisees** "

USI Stores and U-Swirl-n-Go Stores are and will be characterized by a distinctive interior design, trade dress, decor, and color scheme, uniform methods of operation and equipment specifications, procedures for quality control, training and ongoing assistance, and advertising and promotional programs, all of which may be changed, improved, and further developed by USI from time to time (collectively, the "**System**")

The System is identified by means of certain trademarks, service marks, logos, and other commercial symbols, including the mark U-SWIRL FROZEN YOGURT® or CHERRYBERRY® or YOGURTINI® or YOGLI MOGLI® or JOSIE'S® or ASPEN LEAF® or LET'S YO® or FUZZY PEACH® for USI Stores, and "U-SWIRL-N-GO ' for U-SWIRL-N-GO Stores (collectively, the "**Proprietary Marks**")

If you desire to purchase a single USI Store Franchise, you may request that it be for a store branded as U-SWIRL FROZEN YOGURT® or CHERRYBERRY® or YOGURTINI® or YOGLI MOGLI® or JOSIE'S® or ASPEN LEAF® or LET'S YO® or FUZZY PEACH® Each system has a unique "trade dress and USI may agree to grant you a franchise for that system, or only allow you to purchase a franchise for one of the other systems

If you own more than one USI Store, references to "**your USI Store**" in this Disclosure Document apply to all the USI Stores owned by you, except where the context indicates otherwise If you own more than one U-Swirl-n-Go Store, references to "**your U-Swirl-n-Go Store**" in this Disclosure Document apply to all the U-Swirl-n-Go Stores owned by you, except where the context indicates otherwise

USI may offer you the opportunity to develop a new Co-Branded USI Store, or to convert an existing USI Store to a Co-Branded Store A "**Co-Branded Store**" integrates in one location two concepts by offering U-Swirl Frozen Yogurt® products or CherryBerry® or Yogurtini® products, and specific products offered in a Rocky Mountain Chocolate Factory® store as designated by Rocky Mountain Chocolate Factory, Inc ("**RMCF**") If USI offers you the opportunity to develop a Co-Branded USI Store, or to convert your existing USI Store to a Co-Branded Store, it will provide to you a supplement to this Disclosure Document for Rocky Mountain Chocolate Factory Co-Branded Stores That supplement contains information about RMCF and the differing costs and obligations associated with the operation of a Co-Branded Store A copy of the USI RMCF Co-Brand Amendment to Franchise Agreement is attached to this Disclosure Document as Exhibit B-9

The general market for frozen yogurt and related products you will offer is highly competitive Your customers may be consumers of all ages and across all economic levels Sales of your products are seasonal in areas with four distinct seasons If your area has a distinct winter season, you can expect that sales will be significantly lower from late fall through early spring Sales of your products might not be seasonal in areas that have less defined seasons You will have substantial competition, from businesses that specialize in yogurt and other frozen dessert food items, and from restaurants that offer a more diverse menu that includes yogurt and ice cream Your competitors will include single and small chain businesses, and large regional and national chains Your business will, however, differ from some of your competitors because of its self-service yogurt sales

In addition to the laws and regulations that apply to businesses generally, USI Stores and U-Swirl-n-Go Stores are subject to federal, state, and local health codes, specific Occupational Safety and Health Act Regulations, specific Americans' With Disabilities Act requirements, specific minimum wage and age requirements, and federal, state, and local codes related to construction, facilities, and equipment It will be your responsibility to become knowledgeable of, and comply with, all these laws and regulations, in addition to all employment, workers compensation, insurance, corporate, taxing, and licensing laws and regulations Also, the U S Department of Agriculture has specific standards for yogurt While you will be required to purchase yogurt only from a supplier approved by us, whose yogurt meets those standards, you should become familiar with those standards

USI began offering franchises for U-Swirl Stores in 2008, and USI began offering Aspen Leaf and Yogurtini franchises in 2013 As of the Issuance Date of this Disclosure Document, other than in the U-Swirl, CherryBerry and Yogurtini systems, USI has not offered franchises in any other line of business

To USI's knowledge, ALY began offering retail yogurt store franchises in November 2010, it had sold 12 Aspen Leaf franchises as of January 14, 2013, and it has not offered franchises in any other line of business

To USI's knowledge, YHI, Inc began offering Yogurtini retail yogurt store franchises in October 2009, it had sold 32 Yogurtini franchises as of January 14, 2013, and it has not offered franchises in any other line of business

To USI's knowledge, RMCF began offering franchises for the operation of retail chocolate and candy stores in 1982 RMCF informed USI that it is unable to provide to USI the total number of Rocky Mountain Chocolate Factory franchises that it has sold over that 33-year period However, RMCF has informed USI that as of July 31, 2015, a total of 363 Rocky Mountain Chocolate Factory stores are operating worldwide, of which 290 are located in the U S RMCF previously offered franchises for retail stores that featured moving characters, lights, music and imitation candy-making machines and which sold bulk candy under the mark "FUZZIWIG'S CANDY FACTORY' from June 1996 through May 1998 RMCF sold two Fuzziwig's Candy Factory franchises before RMCF sold the system in May 1998 Other than through those two franchise system, RMCF has not offered franchises in any other line of business

USI began offering U-Swirl-n-Go Franchises in October 2013

To USI's knowledge, CherryBerry Enterprises LLC began offering CherryBerry Store franchises in August 2011, it had sold 119 CherryBerry Store franchises as of January 17, 2014, and neither it, nor any of the other CherryBerry Companies, has offered franchises in any other line of business

To USI's knowledge, Yogli Mogli Franchise, LLC began offering Yogli Mogli retail yogurt store franchises in October 2009, it had sold 26 Yogli Mogli franchises as of January 17, 2014, and it has not offered franchises in any other line of business

To USI's knowledge, QnLincoln, LLC began offering Josie's retail yogurt store franchises in 2010, it had sold 12 Josie's as of October 1, 2013, and it has not offered franchises in any other line of business

To USI's knowledge, Let's Yo, LLC began offering Let's Yo retail yogurt store franchises in 2013, it had sold 12 Let's Yo franchises as of April 29, 2015, and it has not offered franchises in any other line of business

To USI's knowledge, Fuzzy Peach Franchising, LLC began offering Fuzzy Peach retail yogurt store franchises in 2012, it had sold 17 Fuzzy Peach franchises as of February 19, 2014, and it has not offered franchises in any other line of business

USI has operated a U-Swirl Store of the type being franchised since March 2009 As of the Issuance Date of this Disclosure Document, USI is operating five U-Swirl Stores, which are located in the Las Vegas, Nevada Metropolitan Area As of the Issuance Date of this Disclosure

Document, USI is operating one Aspen Leaf Stores, located in DeKalb, Illinois As of the Issuance Date of this Disclosure Document, USI is operating one CherryBerry Store, in Broken Arrow, Oklahoma As of the Issuance Date of this Disclosure Document, USI is operating one Yogli Mogli Store, located in Wheaton, Illinois As of the Issuance Date of this Disclosure Document, USI does not operate any Fuzzy Peach Stores, any Gracie Bleu, any Josie's Stores, any Let's Yo or any Yogurtini Stores

Yogurt, Inc has operated a U-Swirl Store in Henderson, Nevada since April 2008 From September 2008 through March 2009, Yogurt, Inc operated that store under a License Agreement with USI In March 2009, the License Agreement with USI was superseded by a Franchise Agreement with USI As of the Issuance Date of this Disclosure Document, Yogurt, Inc continues to operate that U-Swirl Store under the Franchise Agreement with USI Yogurt, Inc has not offered franchises in any line of business, and to our knowledge, it has no plans to do so in the future

As of February 29, 2016 (a) 5 Aspen Leaf Stores were in operation by franchisees and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation, (b) 50 U S CherryBerry Stores were in operation by franchisees, 46 U S CherryBerry Stores were in operation by licensees, and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation, 8 CherryBerry Stores were in operation by international Master Franchisees and one international franchise has been signed for 1 additional store that is not yet in operation, (c) 16 Fuzzy Peach Stores were in operation by franchisees, and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation, (d) 1 Gracie Bleu Store was in operation by franchisees and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation, (e) 2 Josie's Stores were in operation by franchisees and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation, (f) 31 U-Swirl Stores were in operation by franchisees, and and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation,, (g) 1 U-Swirl–N–Go Store was in operation by franchisees, and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation, (h) 23 Yogli Mogli Stores were in operation by franchisees, and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation, (i) 17 Yogurtini Stores were in operation by franchisees, and 2 franchise agreements have been signed by franchisees for 2 additional stores that are not yet in operation, (j) 10 Let's Yo stores were in operation by franchisees, and no franchise agreements have been signed by franchisees for additional stores that are not yet in operation

ITEM 2 BUSINESS EXPERIENCE

Bryan Merryman Director and Chief Executive Officer

Since January 2013, Bryan Merryman has been a director of USI and U-Swirl Inc He was appointed Chairman of the Board and Chief Executive Officer in October of 2014 Since December 1997, he has been the Chief Financial Officer of RMCF and was promoted to Chief Operating Officer in April 1999 He has served as a director on the RMCF Board of Directors since March 1999, and was elected Treasurer in January 2000 Since its inception in September 2010, he has been the Managing Member of ALY

Franklin ("Frank") Crail Director

Since January 2013, Frank Crail has been a director of USI and U-Swirl Inc In October 2014, he stepped down as our Chaiman of the Board in favor of Bryan Merryman Since November 1982, he has served as President and as a Director on the RMCF Board of Directors He was elected Chairman of the RMCF Board in March 1986 From September 1984 to January 2000, Mr Crail was also the Treasurer of RMCF Since its inception in September 2010, Mr Crail has been a member of ALY

Fred Sabatini Director of Operations and Franchise Support

Mr Sabatini has been our Director of Operations and Franchise Support since January 2014 From August 2012 to January 2104, he was Director of Operations and Franchise Development for CherryBerry Enterprises LLC located in Tulsa, Oklahoma From September 2010 to August 2012, he was a member/owner of Berry Chic-A-Lo, LLC, located in Tulsa, Oklahoma

Donna Coupe Vice President of Franchise Support/Training

Donna Coupe has been our Vice President of Franchise Support/Training since January 2014 She joined Rocky Mountain Chocolate Factory, Inc (RMCF) in June 2008 as Vice President of Franchise Support and Training

Tracy Wojcik Secretary

Tracy Wojcik was appointed as Secretary in October 2014 Since April 2011 she has served as Secretary for RMCF From January 2007 through March 2011, she was an independent consultant to RMCF on financial reporting matters

ITEM 3 LITIGATION

The following arbitration action was brought against CherryBerry Corporate LLC, which might or might not be deemed a "predecessor" of ours

Beautiful Brands International, LLC v CherryBerry Corporate, LLC On August 22, 2013, Beautiful Brands International, LLC ("**BBI**") sent to CherryBerry Corporate LLC ("**CherryBerry Corporate**") a demand for arbitration related to an agreement between the parties in which BBI was to provide franchise development services on behalf of CherryBerry Corporate (the "**Franchise Development Agreement**") The demand for arbitration was for private arbitration, in accordance with an agreement to arbitrate between the parties BBI claimed that CherryBerry Corporate breached the Franchise Development Agreement by failing to fully perform its obligations under that agreement BBI claimed that its damages exceeded $5 million BBI sought recovery of its damages, plus attorneys' fees, costs, and interest

CherryBerry Corporate sent BBI an Answer and Counterclaim in which it denied that it breached the Franchise Development Agreement, and it asserted the following defenses, among others BBI breached the Franchise Development Agreement by failing to perform its obligations under that agreement, and as such, CherryBerry Corporate was entitled to repudiate the Franchise Development Agreement, and any damages alleged by BBI in its Demand for Arbitration were proximately caused, in whole or in part, by BBI CherryBerry Corporate asserted in its Counterclaim that BBI, through the reckless conduct of its representatives and agents, breached its fiduciary duty to CherryBerry Corporate, BBI's conduct materially damaged the reputation of CherryBerry Corporate and impaired the goodwill of CherryBerry Corporate, BBI's actions frustrated the purpose of the Franchise Development Agreement and eliminated a market for CherryBerry System franchise sales, the material breach by BBI permitted CherryBerry Corporate to repudiate the Franchise Development Agreement and recover damages from BBI in excess of $75,000 On March 13, 2015, BBI was awarded $946,766 in unpaid royalties and commissions against CherryBerry Corporate, plus $187,658 in attorney fees and costs The arbitrator found that CherryBerry Corporate failed to perform and breached the Franchise Development Agreement, that BBI did not breach the agreement, and no fiduciary relationship existed between the parties On May 20, 2015, the companion lawsuit filed by BBI against Dallas Jones and Robyn Jones in the District Court of Tulsa County, Oklahoma, Case No CJ-2014-4649, was dismissed with prejudice

Pending Actions

1 Tomco LLC v Aspen Leaf Yogurt, LLC Rocky Mountain Chocolate Factory, Inc and U-Swirl, Inc , Dist Ct , Polk County, Iowa, Case No LACL 131406 On October 29, 2014, Tomco LLC, a landlord, filed a complaint against Aspen Leaf Yogurt, LLC, U-Swirl, Inc , and Rocky Mountain Chocolate Factory, Inc on October 28th, 2014 alleging breach of a lease, property damage, misrepresentation related to the transfer of Aspen Leaf Yogurt's assets to U-Swirl, alleging that Aspen Leaf Yogurt intentionally transferred its assets to U-Swirl to avoid liability under the lease, and liability of Rocky Mountain Chocolate Factory for allegedly transferring Aspen Leaf Yogurt's capital to its own account, thereby depriving the plaintiff of rental payments due under the lease Plaintiff alleges damages in the amount of $91,728, plus attorney's fees and costs Defendants have denied the allegations and asserted affirmative defenses Per the result of a mediation occurring on June 1, 2016, a settlement was reached between all of the Defendants and TOMCO, LLC Defendants agreed to pay TOMCO, LLC $60,000 00 in order to eliminate and cause the release of all claims Plaintiff may or may not have against the Defendants A dismissal with prejudice of this case is expected within the forthcoming weeks No formal settlement agreement has been executed, and the details of the release are still being negotiated at the time of this document's submission

2 On January 13, 2016, DJRJ, LLC, DJRJ Corporate, LLC and DJRJ Enterprises filed their previously dismissed counterclaims (which had been asserted in U-Swirl Inc and U-Swirl International, Inc v CherryBerry Enterprises, LLC, CherryBerry Corporate, LLC, CherryBerry LLC, Dallas Jones, Robyn Jones, Ulderico Conte and other unknown individuals, Dist Ct , La Plata County, Colo , Case No 2015CV030137, and removed to the United States District Court for the District of Colorado at No 2015 CV 30137) against U-Swirl, Inc and Rocky Mountain Chocolate Factory, Inc a Delaware Corporation Plaintiffs amended their complaint and assert claims for breach of contract against U-Swirl, Inc and alter ego liability

and a request for declaratory judgment of debt recharacterization against Rocky Mountain Chocolate Factory, Inc , a Colorado Corporation (retracting their claims against Rocky Mountain Chocolate Factory, Inc , a Delaware Corporation) Plaintiffs are the principals of CherryBerry companies who sold these companies to U-Swirl, Inc As part of the consideration for the CherryBerry acquisition, U-Swirl agreed to issue stock to the Plaintiffs, subject to certain lock-up provisions and other terms Following the lock-up period, the purchase agreement provided that the Plaintiffs would be permitted to sell the shares in accordance with certain limitations on amounts sold in a given period of time The purchase agreement also provided that should the price of the shares drop below $0 50 per share, U-Swirl, Inc would pay the Plaintiffs the shortfall amount Plaintiffs claim that U-Swirl, Inc failed to pay the shortfall amount and breached the asset purchase agreement, alleging the shortfall payment, after acceleration would approximately be $1,945,487 40 plus interest Plaintiffs also requested attorney's fees in connection with their breach of contract claims U-Swirl, Inc , in turn, made counterclaims against the Plaintiffs wherein it alleges that the defendants sold a substantial number of shares of the stock of U-Swirl, Inc on the open market with the intention of manipulating the price of the stock to the detriment of U-Swirl Inc , USI, and other U-Swirl, Inc shareholders U-Swirl, Inc alleges breach of the asset purchase agreement, breach of fiduciary duty and engaging in a civil conspiracy, and asks the Court to determine the amount of damages to which U-Swirl is entitled, together with costs, interest and attorneys' fees This matter is in the preliminary stages of litigation and has yet to begin the discovery process at the time of this document's submission The court recently made a decision to maintain jurisdiction in the Northern District of Oklahoma, and denied both Defendants' motions to dismiss or transfer Discovery has not begun and a case schedule has not been set

3 Civil Action 16DD000073 filed in State Court of Fulton County Ferncroft Abernathy, LLC and Piedmont Property Acquistions, LLC v U-Swirl International, Inc On 6/3/16, Ferncroft Abernathy, LLC and Piedmont Property Acquisitions, LLC brought forth a dispossessory action against U-Swirl International in their capacity as landlords to a commercial space located at 6596 Roswell, Road, N E , Suite F, Atlanta, Georgia 30328 and leased by U-Swirl International but operated by a franchisee Plaintiffs allege that U-Swirl International has failed to timely cure alleged non-monetary defaults by not properly assigning the lease to the occupant in accordance with the terms of the lease Plaintiffs seek to dispossess U-Swirl International and the operator of the store from the property and request compensation for lost rent in the amount of $3,960 21 per month commencing August 1, 2016 U-Swirl International filed an answer to the complaint on June 14, 2016 A hearing will take place in the next coming months to determine whether or not Plaintiffs' claims warrant judgment in their favor

Other than these 4 actions, no litigation is required to be disclosed in this Item

ITEM 4 BANKRUPTCY

In Re T D Wojcik, Case No 12-11367-SBB, U S Bankr Ct (D Colo) On April 30, 2012, our Secretary, Ms Wojcik, was granted a discharge under Chapter 7 of the U S Bankruptcy Code, for obligations related to a divorce

Other than the one bankruptcy action disclosed above, no bankruptcies are required to be disclosed in this Item

ITEM 5 INITIAL FEES

If you meet our criteria for new franchisees, USI will sell you either a single USI Store Franchise, or a single U-Swirl-n-Go Franchise (either is referred to below as a "**Unit Franchise**")

If you purchase a single USI Store Franchise, you must pay an initial franchise fee of $25,000, in a lump sum, when you sign the Franchise Agreement The initial fee is not refundable

The initial franchise fee for a U-Swirl-n-Go franchise is structured according to the number of yogurt machines installed in the U-Swirl-n-Go store If you purchase a single U-Swirl-n-Go Franchise with up to 2 yogurt machines you must pay an initial franchise fee of $9,000, in a lump sum, when you sign the Franchise Agreement If you purchase a single U-Swirl-n-Go Franchise with 3 to 4 yogurt machines, you must pay an initial franchise fee of $12,000, in a lump sum, when you sign the Franchise Agreement If you purchase a single U-Swirl-n-Go Franchise with 5 or more yogurt machines, you must pay an initial franchise fee of $15,000, in a lump sum, when you sign the Franchise Agreement The initial fee is not refundable

If you purchase a Co-Brand USI Store Franchise, you must pay an initial franchise fee of $25,000, in a lump sum, when you sign the Franchise Agreement The initial fee is not refundable

ITEM 6 OTHER FEES

OTHER FEES

<u>**USI Store Franchises**</u>

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Royalty[1]	6% of Net Sales	Payable on Wednesday of each week based on the prior week's Net Sales	"**Net Sales**" includes all revenues from the franchised business, including sales made away from the USI Store, less taxes, discounts, and refunds Royalties are paid by electronic funds transfer
Advertising Fund[1]	Up to 2% of Net Sales, reduced by any amount allocated to a Regional Advertising Co-op	Payable with the Royalty Fee payment	(Note 3)

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Cooperative Advertising[2]	3% of Net Sales, reduced by Advertising Fund Fee, if any, and Local Advertising Allocation	Monthly as billed	(Note 4)
Local Advertising Allocation[2]	1% of Net Sales, reduced by any amounts reallocated to Regional Advertising Co-op[5]	As incurred	This local advertising allocation is in addition to the other advertising fees, as specified above, but this amount is used by you for advertising your USI Store[6]
Mandatory Meetings and Additional Mandatory Training[2]	$350 - $1,000, plus program fee[8]	As incurred	No more than 1 mandatory meeting/training program will be scheduled each year No attendance fee is charged by USI, but you pay the cost of travel, lodging and meals
Optional Training[1 2]	$350 - $1,000, plus attendance fee[8]	Attendance fee, if any, due when specified by USI Other costs due as incurred	USI may, but is not required to, offer optional training programs that you may attend USI may charge an attendance fee, and you pay the cost of travel, lodging and meals
Transfer/Training[1]	Transfer Fee $10,000, Training Fee $1,000[9]	Upon approval of the transferee and before completing the transfer	Payable when the transferee is approved to own an USI franchised store The transferee is not charged an initial franchise fee The transferee pays all travel, food, and lodging expenses to attend training No charge if you are an individual and you transfer to a business entity that you own
Electronic Cash Register and Computer System Annual Maintenance Agreement[2]	Varies, depending on the supplier, but expected to be between $4,500 and $10,000 per year, subject to annual increases	Varies, as specified by the supplier	
Merchant Services Fee[2]	The fee may range from 1 69% to 3 76% of each transaction, depending on usage and supplier	As incurred	This fee is deducted from the amount you receive after accepting a credit card

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Gift Card Services Fee[2]	Lesser of $0 17 per transaction and $35 per month for stand-alone gift card crocessing if you do not use our gift card vendor for processing credit cards If your POS System is not capable of processing or gift cards, a VeriFone VX520 stand-alone card terminal is available for $19 95 per month plus $120 for a minimum of 500 (1 bundle) of gift cards	As incurred	This fee is deducted from the amount you receive after accepting a gift card
Renewal[1]	20% of the then current initial franchise fee for a Unit Franchise or $5,000, whichever is higher	When you sign the then-current Franchise Agreement	Payable if you opt for and qualify for a successor franchise at the end of the initial term or a renewal term
Inspection/Audit[1]	Cost of audit or inspection and underpayment amount, plus interest	Immediately upon billing	Payable only if an inspection or audit shows an understatement of Net Sales of at least 3%, if you do not submit required reports to us, or if you do not cooperate with us in the inspection or audit
Interest and Late Charges[1]	$25 late charge, plus the lesser of 1½ % per month, or highest rate of interest allowed by law Also, any NSF or similar charge assessed by the applicable financial institution	Late charges automatically assessed but can be waived at our option, interest is payable on demand	Interest accrues on unpaid amount beginning the date after a payment is due
Insurance[2]	Varies depending on location and insurer	Varies	USI has set minimum insurance coverages and amounts
Indemnification[1,2]	Varies – You will pay the amount of the liability assessed against USI plus the expenses incurred in defending USI	Varies	You must reimburse USI for any liability and costs incurred by it by reason of your or USI's operation of the business on your behalf
Costs and Attorneys' Fees[1 2]	Varies under circumstances	As incurred	Payable if you fail to comply with the Franchise Agreement

Notes

[1] These fees are imposed by and payable to USI, and are uniformly imposed (subject to changes based on franchises granted at different times under different forms of agreements) These fees are non-refundable

[2] These fees are payable to third parties that provide goods or services to you These payments may be refundable in certain circumstances, depending on your agreement with those other parties

[3] If you purchase a franchise for a CherryBerry or Yogurtini Store, this fee may be in addition to your local advertising expenditure requirement If you purchase a franchise for a U-Swirl Store, this fee will not be imposed until USI determines that the U-Swirl System has grown to a sufficient size, and then this fee may be in addition to your local advertising expenditure requirement

[4] If USI establishes a regional advertising cooperative for your area, you will be required to participate in the cooperative Franchised outlets and company-owned outlets (if any) will each have one vote per outlet, one vote per owner, or votes based on the percentage of advertising fees paid by the outlet of the total advertising fees paid by all members of that Co-op (depending on the particular Co-op's rules), on the fees (if any) imposed on its members in excess of the fee imposed under the Franchise Agreement, and other matters Company-owned outlets (if any) will not have controlling voting power

[5] Your required advertising expenditures under the lease for your USI Store premises, if any, count toward this advertising requirement

[6] This amount is the minimum average which must be expended during each month USI may require you to submit to us on or before the 15th day after the end of each month a report of your expenditures during the prior month If we establish a regional ad co-op that includes your Store, all or a portion of your local advertising allocation may be reallocated to the co-op

[7] USI estimates that the cost of travel, lodging and meals for each person attending the initial training program will range from $1,000 to $5,000 The actual cost for each person may be higher or lower depending upon the distance traveled, and the meals and lodging selected

[8] USI estimates that the cost per person for travel, lodging and meals to attend a one-day training program will be $350 00 to $1,000 (plus the program fee, if applicable) The actual cost for each person may be higher or lower depending upon the distance traveled, the meals and lodging selected, and the length of the training program

[9] If the transferee is an existing USI Franchisee who has successfully completed the initial training program, USI may waive the requirement that the transferee pay the Training Fee and attend the initial training program The Transfer Fee is not waived

U-Swirl-n-Go Franchises

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Royalty[1]	$500, $650 or $750 per month	(Note 3)	Royalties are paid by electronic funds transfer (Note 4)
Advertising Fund[1]	Up to $150 per month reduced by any amount allocated to a Regional Advertising Co-op	Payable on the first day of each month for the month just ended	(Note 5)
Cooperative Advertising[2]	Up to $150 per month, reduced by Advertising Fund fee, if applicable	Payable on the first day of each month for the month just ended	(Note 6)(Note 7)
Mandatory Meetings and Additional Mandatory Training[2]	Varies[8]	As incurred	No more than 1 mandatory meeting/training program will be scheduled each year No attendance fee is charged by USI, but you pay the cost of travel, lodging and meals
Optional Training[1 2]	Varies[9]	Attendance fee, if any, due when specified by USI Other costs due as incurred	USI may, but is not required to, offer optional training programs that you may attend USI may charge an attendance fee, and you pay the cost of travel, lodging and meals
Transfer/Training[1]	Transfer Fee $10,000, Training Fee $1,000 [10]	Upon approval of the transferee and before completing the transfer	Payable when the transferee is approved to own a U-Swirl –n-Go franchised store The transferee is not charged an initial franchise fee The transferee pays all travel, food, and lodging expenses to attend training No charge if you are an individual and you transfer to a business entity that you own
Merchant Services Fee[2]	The fee may range from 1 69% to 3 76% of each transaction, depending on usage and supplier	As incurred	This fee is deducted from the amount you receive after accepting credit cards

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Gift Card Services Fee[2]	Lesser of $0 17 per transaction and $35 per month for stand-alone gift card crocessing if you do not use our gift card vendor for processing credit cards If your POS System is not capable of processing or gift cards, a VeriFone VX520 stand-alone card terminal is available for $19 95 per month plus $120 for a minimum of 500 (1 bundle) of gift cards	As incurred	This fee is deducted from the amount you receive after accepting gift cards
Renewal[1]	$5,000,	When you sign the then-current Franchise Agreement	Payable if you opt for and qualify for a successor franchise at the end of the initial term or a renewal term
Inspection/Audit[1]	Cost of audit or inspection and underpayment amount, plus interest	Immediately upon billing	Payable only if an inspection or audit shows an understatement of Net Sales of at least 3%, if you do not submit required reports to us, or if you do not cooperate with us in the inspection or audit
Interest and Late Charges[1]	$25 late charge, plus the lesser of 1½ % per month, or highest rate of interest allowed by law Also, any NSF or similar charge assessed by the applicable financial institution	Late charges automatically assessed but can be waived at our option, interest is payable on demand	Interest accrues on unpaid amount beginning the date after a payment is due
Insurance[2]	Varies depending on location and insurer	Varies	USI has set minimum insurance coverages and amounts
Indemnification[1 2]	Varies – You will pay the amount of the liability assessed against USI plus the expenses incurred in defending USI	Varies	You must reimburse USI for any liability and costs incurred by it by reason of your or USI's operation of the business on your behalf
Costs and Attorneys' Fees[1 2]	Varies under circumstances	As incurred	Payable if you fail to comply with the Franchise Agreement

Notes

[1] These fees are imposed by and payable to USI, and are uniformly imposed (subject to changes based on franchises granted at different times under different forms of agreements) These fees are non-refundable

[2] These fees are payable to third parties that provide goods or services to you These payments may be refundable in certain circumstances, depending on your agreement with those other parties

[3] If lump sum payment method selected Royalty is payable upon signing Franchise Agreement, and upon each anniversary date, for the year ahead If monthly installment payment method selected Royalty is payable on the first day of each month for the month just ended

[4] The Royalty amount is based on the number of yogurt machines in the U-Swirl-n-Go store For U-Swirl-n-Go store with up to 2 yogurt machines the Royalty amount is $500 per month, for a store with 3 to 4 yogurt machines, the Royalty amount is $650 per month, for a store with 5 or more yogurt machines, the Royalty amount is $750 per month

[5] This fee will not be imposed until USI determines that the U-Swirl System has grown to a sufficient size, and then this fee may be in addition to your local advertising expenditure requirement

[6] If USI establishes a regional advertising cooperative for your area, you will be required to participate in the cooperative See Item 11 for additional information about regional advertising cooperatives, including the voting power of USI-owned outlets, if any

[7] You are not required to spend any amount on local advertising of your U-Swirl-n-Go franchise, although you may elect to do so

[8] USI estimates that the cost of travel, lodging and meals for each person attending the initial training program will range from $1,000 to $5,000 The actual cost for each person may be higher or lower depending upon the distance traveled, and the meals and lodging selected

[9] USI estimates that the cost per person for travel, lodging and meals to attend a one-day training program will be $350 to $1,000 (plus the program fee, if applicable) The actual cost for each person may be higher or lower depending upon the distance traveled, the meals and lodging selected, and the length of the training program

[10] If the transferee is an existing USI Franchisee who has successfully completed the initial training program, USI may waive the requirement that the transferee pay the Training Fee and attend the initial training program The Transfer Fee is not waived

[Item 7 Begins on the Next Page]

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

USI Store Franchises

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee[1]	$25,000 for a single Unit Franchise	Lump Sum	At Signing of Franchise Agreement	USI
Real Estate [2]	(Note 3)	(Note 3)	As Incurred	Third Parties
Site Development[2]	$10,000 to $15,000 (Note 4)	As Incurred	As Incurred	Third Parties
Architectural Services	$3,000 to $6,000 (Note 4)			
Equipment[2]	$150,000 to $170,000 (Note 5)	Lump Sum	Prior to Opening	Suppliers
Leasehold Improvements[2]	$117,000 to $144,000 (Note 6)			
Travel And Living Expenses While Training[2]	$1,000 to $5,000 (Note 7)	As Incurred	As Incurred	Motels, restaurants, etc
Signs[2]	$9,000 to $15,000	Lump Sum	Prior to Opening	Suppliers
Miscellaneous Expenses[2]	$25,000 to $45,000 (Note 8)			
Opening Inventory[1 2]	$5,000 to $10,000 (Note 9)	As Incurred	Prior to Opening	Suppliers
Grand Opening[2]	$5,000 (Note 10)	As Incurred	Prior to Opening	Suppliers, media, direct mail providers
Advertising Fund contribution – 3 months	$0 to $3,000 (Note 11)	As Incurred	Each month if Advertising Fund is established	USI
Additional Funds – 3 Months[2]	$10,000 to $23,000 (Note 12)	As Incurred	As Incurred	USI, employees, suppliers, utilities, etc
Totals	Single Unit Franchise $360,000 to $466,000			

Notes

1 The initial franchise fee for a Unit Franchise is nonrefundable The fees for supplies purchased from USI are nonrefundable

2 These fees are payable to third parties that provide goods or services to you Some or all of these payments may be refundable in certain circumstances, depending on your agreement with those other parties

3 We expect that your USI Store will be located upon leased real property The rental rate and other terms of specific leases will vary, depending upon negotiations with the individual landlord and on land costs The monthly rental rate on a triple net lease varies greatly, depending upon negotiations with the landlord These leases will often require an initial rental deposit to the landlord varying upon negotiations directly between you and the landlord The square footage for a USI Store may range from approximately 1,400 sq ft to 2,400 sq ft The minimum size for a typical USI Store is 1,400 sq ft, but stores in malls, kiosks, or other unique locations may be smaller Because your real estate expense depends so much upon your individual negotiations with the landlord and other local factors, USI does not estimate rental or land costs

4 This range is our estimate of your expenses for acquisition of working plans, permits, and licenses USI has two prototype plans These prototype plans are not working plans and they require modification by your architect to meet your individual needs and to meet local building code requirements

5 All equipment used in your USI Store must be in conformance with USI's specifications including the computer and POS system

6 This range is our estimate of your expenses for the build out and tenant finish of your USI Store premises based on you receiving a "vanilla shell" from the landlord Your actual expenses will likely be lower if the premises already has improvements that are consistent with the USI standards and specifications Your actual expenses will, however, depend to a considerable degree on the size of your premises All construction or remodeling of the USI Store and all related improvements must be in accordance with USI's standards, specifications, and prototype designs

7 Your expenses vary based on whether you have one or two persons attend the initial training program The low amount is based on one person attending training The high amount is based on two people attending training

8 The estimated amount shown includes an initial supply of point of purchase materials, uniforms, security deposits, utility deposits, a sales tax deposit, business entity filing fees (if applicable), legal and accounting fees incurred in establishing your business, and any insurance premium deposits

9 The amount shown is an estimate of your costs for the initial inventory specified by us in the Operations Manual Initial inventory includes trademarked paper products, utensils, yogurt and toppings for yogurt

10 You must spend at least $5,000 on advertising and promotion prior to, and in connection with, the grand opening of your USI Store, according to guidelines provided to you by USI This amount is in addition to the Local Advertising Allocation

11 The high amount includes an estimate of the Advertising Fund Fee payable during the first three months of operation of the store, which currently is paid by franchisees that own Yogurtini Stores but not by franchisees that own U-Swirl Stores The low amount does not include any Advertising Fund Fee payments

12 The amount shown is an estimated amount for additional funds necessary for the first 3 months of your USI Store's operations It includes your required start-up capital It includes payroll costs for your employees, but it does not include any draw or salary for you, and it includes amounts incurred prior to opening and during the first three months of operation of your USI Store for sales or use taxes, other taxes, utilities, rent, equipment lease payments, royalties, advertising fees and local advertising These figures are only estimates, and you may incur higher or lower expenses in starting the business Your costs will depend on factors such as how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for the products you offer, the prevailing wage rate, competition, and the sales level reached during this initial period You must expend these additional funds for each franchise you purchase

13 All of these costs are estimated, except for the Initial Franchise Fee USI relied on its principals' over 50 years of cumulative experience in the food service industry to compile these estimates You should review these figures carefully with a business advisor before making any decision to purchase the franchise

14 USI does not offer direct or indirect financing to franchisees These costs do not include the costs of real estate, which vary substantially from location to location See Note 3 above

U-Swirl-n-Go Franchises

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee[1]	$9,000, $12,000 or $15,000	Lump Sum	At Signing of Franchise Agreement	USI
Real Estate [2]	(Note 3)	(Note 3)	As Incurred	Third Parties
Site Development[2]	$0 (Note 4)	As Incurred	As Incurred	Third Parties
Equipment[2]	$30,000 to $80,000 (Note 5)	Lump Sum	Prior to Opening	Suppliers
Leasehold Improvements[2]	$10,000 to $100,000 (Notes 5 and 6)			

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Travel And Living Expenses While Training[2]	$1,000 to $5,000 (Note 7)	As Incurred	As Incurred	Motels, restaurants, etc
Signs[2]	$500 to $4,500	Lump Sum	Prior to Opening	Suppliers
Miscellaneous Expenses[2]	$2,500 to $7,500 (Note 8)			
Opening Inventory[1,2]	$2,000 to $5,000 (Note 9)	As Incurred	Prior to Opening	Suppliers
Grand Opening[2]	$0 (Note 10)	As Incurred	Prior to Opening	Suppliers, media, direct mail providers
Advertising Fund contribution – 3 months	$0 to $450 (Note 11)	As Incurred	Each month if Advertising Fund is established	USI
Additional Funds – 3 Months[2]	$5,000 to $14,550 (Note 12)	As Incurred	As Incurred	USI, employees, suppliers, utilities, etc
Totals	Single Unit Franchise $60,000 to $232,000 (Notes 13 and 14)			

Notes

1 The initial franchise fee for a Unit Franchise is nonrefundable The fees for supplies purchased from USI are nonrefundable The initial franchise fee varies based on the number of yogurt machines in your store For U-Swirl-n-Go store with up to 2 yogurt machines the initial franchise fee is $9,000, for a store with 3 to 4 yogurt machines, the initial franchise fee is $12,000, for a store with 5 or more yogurt machines, the initial franchise fee is $15,000

2 These fees are payable to third parties that provide goods or services to you Some or all of these payments may be refundable in certain circumstances, depending on your agreement with those other parties

3 We expect that your U-Swirl-n-Go Store will be located upon leased real property Your U-Swirl-n-Go Store might be located in a facility you rent for another purpose (such as an existing convenience store), in which situation we expect that you will not incur additional rental charges, except if applicable, for increased percentage rent Or, your U-Swirl-n-Go Store might be located in a space within a facility owned and operated by another entity, such as an airport, in which situation you will incur rental charges for the space for your U-Swirl-n-Go Store The rental rate and other terms of specific leases will vary, depending upon negotiations with the individual landlord and on land costs The square footage needed for a U-Swirl-n-Go Store is 200 or less Because your real estate expense depends so much upon your

individual negotiations with the landlord and other local factors, USI does not estimate rental or land costs

4 Your U-Swirl-n-Go Store will be located in a facility developed for another purpose, such as in a convenience store that is not operated as a franchise of USI or an airport owned and operated by a third party Thus, no additional site development will be required

5 All construction or remodeling of the premises to accommodate a U-Swirl-n-Go Store and all related improvements must be in accordance with USI's standards, specifications, and prototype designs All equipment used in your U-Swirl-n-Go Store must be in conformance with USI's specifications As of the Issuance Date of this Disclosure Document, USI has one prototype plan The prototype plan is not a working plan and it requires modification by your architect to meet your individual needs and to meet local building code requirements

6 This range is our estimate of your expenses for the establishment of your U-Swirl-n-Go Store within your existing non-traditional location Your actual expenses will likely be lower if the premises already has improvements that are consistent with the USI standards and specifications Your actual expenses will, however, depend to a considerable degree on the size of your premises

7 Your expenses vary based on whether you have one, two or three persons attend the initial training program The low amount is based on one person attending training The high amount is based on three people attending training

8 The estimated amount shown includes an initial supply of point of purchase materials, uniforms, utility deposits, a sales tax deposit, business entity filing fees (if applicable), legal and accounting fees incurred in establishing your business, and any insurance premium deposits

9 The amount shown is an estimate of your costs for the initial inventory specified by us in the Operations Manual Initial inventory includes trademarked paper products, utensils, yogurt and toppings for yogurt

10 You are not required to spend any amount on advertising and promotion prior to, and in connection with, the grand opening of your U-Swirl-n-Go Store, although you may do so

11 If we begin assessing an Advertising Fund fee during the first three months of operation of your U-Swirl-n-Go Sore, you will pay $150 per month to USI

12 The amount shown is an estimated amount for additional funds necessary for the first 3 months of your USI Store's operations It includes your required start-up capital It includes payroll costs for your employees allocable to the U-Swirl-n-Go Store, but it does not include any draw or salary for you, and it includes amounts incurred prior to opening and during the first three months of operation of your U-Swirl-n-Go Store for sales or use taxes, other taxes, utilities, rent, equipment lease payments, royalties, advertising fees and local advertising These figures are only estimates, and you may incur higher or lower expenses in starting the business

Your costs will depend on factors such as how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for the products you offer, the prevailing wage rate, competition, and the sales level reached during this initial period You must expend these additional funds for each franchise you purchase

13 All of these costs are estimated, except for the Initial Franchise Fee USI relied on its principals' over 50 years of cumulative experience in the food service industry to compile these estimates You should review these figures carefully with a business advisor before making any decision to purchase the franchise

14 USI does not offer direct or indirect financing to franchisees These costs do not include the costs of real estate, which vary substantially from location to location See Note 3 above

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish and operate your USI Store or U-Swirl-n-Go Store in compliance with your Franchise Agreement and in compliance with the operations manual that we provide to you (the "**Operations Manual**") The Operations Manual may be in the form of one or more manuals, bulletins, and other written materials

All goods sold by you must be purchased through USI or USI's approved suppliers that have met USI's specifications and standards

In addition to other specifications and standards for yogurt established by USI, yogurt sold by you must meet the criteria established by the National Yogurt Association for live and active culture yogurt

You must purchase the following goods and services from suppliers approved by USI trademarked paper products, utensils, yogurt, toppings for yogurt, merchant services (credit card processing), and gift card services (gift card processing)

You must purchase or lease equipment and furnishings used in your USI Store from suppliers approved by USI

If you operate a USI Store, we do not require you to purchase the following items used in your franchised business from any particular supplier, but they must meet our standards and specifications Cash register system, computer hardware, and computer software As of the Issuance Date of this Disclosure Document, USI recommends that you use Compete accounting software for your franchised business if you operate a USI Store, but you may use other software that meets our standards and specifications We do not require you to purchase that software from any particular vendor

If you operate a U-Swirl-n-Go Store, you may use any cash register system, computer hardware, and computer software—but it must be compatible with USI's systems and allow for electronic access by USI (see Item 11 for more information about electronic access)

As of the Issuance Date of this Disclosure Document, USI is an approved supplier to franchisees of paper products containing our Proprietary Marks USI may become an approved or sole supplier for certain other items you are required to purchase

As of the Issuance Date of this Disclosure Document, and except as stated above, neither USI nor U-Swirl, Inc , is the only approved supplier of any product or service you may or must use in your USI Store or U-Swirl-n-Go Store

With the exception of their indirect ownership of USI, officers of USI do not own an interest in any supplier

USI may negotiate prices or other purchasing arrangements with the approved suppliers for the benefit of the franchisees As of the date of this Disclosure Document, USI has not established any purchasing or distribution cooperatives, although it may do so in the future USI does not provide any material benefit to franchisees for use of approved suppliers

If you desire to have a non-approved supplier designated as an approved supplier, you must submit samples of the supplier's products or services (as applicable) to USI, along with a written statement describing why the products or services and the supplier should be approved for use in the System USI will issue to the prospective new approved supplier the standards and specifications applicable to the products or services that you want to be approved, except that if those standards and specifications include any trade secrets or other confidential information of USI, the prospective supplier must first sign a confidentiality agreement in a form provided by USI USI will provide the proposed supplier and you with a written notice of approval or rejection within 30 days As of the Issuance Date of this Disclosure Document, USI does not assess a fee for approval of suppliers, but it may do so in the future USI approves suppliers based on the following criteria The supplier's ability to provide products or services (1) that meet our standards and specifications, (2) that are of high consistent quality, (3) that are sold by the supplier at a competitive price, and (4) that can be delivered to franchisees on a timely basis In making our decision whether to approve a supplier, USI may also evaluate the supplier based on its financial records, business reputation, delivery performance, credit rating and other information USI has the right to re-inspect any approved supplier and revoke its approved status (by written notice to the supplier and to you) if an approved supplier fails to meet USI's standards for quality of products or services, delivery performance, competitive pricing, or other material criteria

You may contract directly with any alternative supplier that is approved by USI

Some suppliers give or pay USI payment discounts, rebates, and/or other types of remuneration based on purchases by USI franchisees As of the Issuance Date of this Disclosure Document, suppliers to franchisees of only the following type of products and services have paid rebates Yogurt and payment processing USI, at its sole determination, may instruct suppliers to pay these amounts (a) to the Advertising Fund for the U-Swirl System or for Yogurtini System, as applicable (see Item 11 below for more information about these separate funds), (b) directly to franchisees, or (c) directly to USI, and in that situation, USI may use these amounts for any purpose, in USI's sole determination

During the fiscal year that ended February 29, 2016, USI received payments of $24,620 from suppliers based on U-Swirl Franchisee purchases or in anticipation of future Franchisee purchases USI recognized $487,801 of revenue from these receipts and prior year receipts, representing 7 5% of USI's approximate total revenues of $6,530,461 The remaining balance of $40,918 represents deferred revenue to be recognized related to future Franchisee purchases

Franchisees have purchased some trademarked products from USI during the fiscal year ended February 29, 2016 However, USI does not recognize revenue from those purchases

Although trademarked cups are a required purchase, you may purchase them from an approved supplier other than USI

You must establish and maintain high-speed Internet access from a service provider meeting the minimum specifications established by USI

If you purchase a USI Store Franchise, your purchases from approved suppliers, and suppliers meeting USI's specifications are estimated to be 75% of your total purchases in establishing your franchise business, and approximately 75% of your on-going purchases in operating your U-Swirl Franchise If you purchase a U-Swirl-n-Go Franchise, your purchases from approved suppliers, and suppliers meeting USI's specifications are estimated to be 80% of your total purchases in establishing your franchise business, and approximately 75% of your on-going purchases in operating your U-Swirl-n-Go Franchise You may or may not receive any direct material benefit from USI for these purchases, except that you may be able to purchase these items at a lower cost than if you contacted the supplier directly

You must at all times keep in force an insurance policy or policies insuring you and USI, and its officers, directors, shareholders, and employees, against any and all loss, liability, or expense, arising from the ownership or operation of the USI Store The policies must have limits as may be required by USI, but not less than $2,000,000 per occurrence/aggregate

ITEM 9 FRANCHISEE'S OBLIGATIONS

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document ("FA" means Franchise Agreement)

Obligation		Section in Agreement	Disclosure Document Item
a	Site selection and acquisition/Lease	FA Section 2 1	Item 7
b	Pre-opening purchases/Leases	FA Section 2 5 and 2 6	Item 7

Obligation		Section in Agreement	Disclosure Document Item
c	Site development and other pre-opening requirements	FA Sections 2 2 and 2 4	Items 5, 7 and 11
d	Initial and ongoing training	FA Section 2 8	Item 11
e	Opening	FA Section 2 10	Item 11
f	Fees	FA Sections 1 2, 1 6, and 2 4	Items 5, 6 and 7
g	Compliance with standards and procedures and policies/Operations Manual	FA Sections 2 7, 2 10, and 2 11	Items 8, 11 and 14
h	Trademarks and proprietary information	FA Sections 1 4, 1 5 and 2 9	Items 13 and 14
i	Restrictions on products/services offered	FA Sections 2 3 and 2 5	Items 8 and 16
j	Warranty and customer service requirements	Not applicable	Item 16
k	Territorial development and sales quotas	Not applicable	Item 12
l	Ongoing product/service Purchases	FA Sections 2 5 and 2 7	Item 8
m	Maintenance, appearance and remodeling requirements	FA Sections 1 3, 2 2, and 3 3	Item 11
n	Insurance	FA Section 4 2	Items 6 and 8
o	Advertising	FA Section 2 11	Items 6, 7 and 11
p	Indemnification	FA Section 4 1	Item 6
q	Owner's participation/ management/staffing	FA Section 2 10	Item 15
r	Records and reports	FA Section 2 13	Item 6
s	Inspections and audits	FA Sections 2 12 and 2 13	Item 6
t	Transfer	FA Sections 3 1 to 3 4	Item 17
u	Renewal	FA Section 1 3	Item 17
v	Post-termination obligations	FA Section 5 8	Item 17
w	Non-competition covenants	FA Section 2 9	Item 17
x	Dispute Resolution	FA Sections 6 3 and 6 4	Item 17

ITEM 10 FINANCING

USI does not offer direct or indirect financing to franchisees USI does not guarantee your lease or other obligations

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, USI is not required to provide you with any assistance

USI Store Franchises

Before you open your business, USI will

1 Provide site selection assistance to you We will provide to you our Site Selection Approval Program & Guidelines, and you will use it to select and evaluate a site for your USI Store USI will review the information you provide to us about the site you selected The factors that we will consider when evaluating a site include population density, zoning, the character of the neighborhood, traffic patterns, and accessibility Both you and USI must agree in writing on the site selected for your USI Store No time period exists in which we must approve or disapprove of a site selected by you If we cannot agree on a suitable site within one year after you sign the Franchise Agreement, USI may terminate the Franchise Agreement (Section 2 1 of Franchise Agreement) Generally, USI neither owns nor leases the premises to you Because USI has the right to cancel the franchise if you do not successfully complete the USI initial training program, you should not make any binding commitments for real estate until you successfully complete the initial training program

2 Review your proposed lease, if you lease the premises in which your store is located We may provide you with comments concerning changes that are required for us to approve the lease or that we suggest you try to negotiate with the landlord to make the lease more reasonable for you and your business We will not, however, negotiate the lease on your behalf You must receive our approval of the final version of the lease (Section 2 1 of Franchise Agreement)

3 Provide specifications to you for construction and/or remodeling of your USI Store premises, and provide blueprints for prototype designs (when USI has such blueprints available) You must pay the cost for your local architect's or structural engineer's stamp on the blueprints, typically $3,000 to $6,000 You must receive our approval of your plans Your construction and/or remodeling must be in conformance with USI's standards and specifications, as specified in the Operations Manual, and with all applicable laws, regulations, and ordinances (Section 2 2 of Franchise Agreement)

4 Provide assistance to you in selecting suppliers of equipment, furniture, fixtures, supplies and food products (Sections 2 5 and 2 6 of Franchise Agreement)

5 Provide you with a copy of the Operations Manual, which contains mandatory and suggested specifications, standards, and procedures The Operations Manual is confidential and remains the property of USI USI may modify Operations Manual at various times at USI's discretion (Section 2 7 of Franchise Agreement) The Operations Manual contains a total of 204 pages The Table of Contents of the Operations Manual appears in Exhibit D to this Disclosure Document

6 Provide to you information about industry standards (Section 2 7 of Franchise Agreement)

7 Provide an initial training program for up to three people The initial training program consists of five days of training, including classroom instruction and on-the-job training The classroom portion will be conducted in Henderson, NV or in Durango, Colorado, or at another location designated by us You are responsible for paying the travel, lodging, and other expenses of the attendees (Section 2 8 of Franchise Agreement)

During the operation of the franchise business, USI will

1 Provide opening assistance Except as specified below, USI will furnish to you, at USI's expense, an '**Opener**", for up to three days as determined by USI to be appropriate, to assist in the training of your employees and in establishing local procedures for your USI Store This assistance is furnished at your USI Store immediately prior to and during the initial opening of the store (Section 2 8 of Franchise Agreement)

2 On your reasonable request, consult with you by telephone, facsimile transmission, or e-mail concerning the management, operation, and marketing of your USI Store (Section 2 16 of Franchise Agreement)

3 At our discretion, have one or more of our representatives conduct inspections of your USI Store and your franchised business, and inform you of any areas in which your business is not in compliance with our standards and specifications or other required policies and procedures Our representative(s) may also provide advice to you concerning the management, operation, and marketing of your USI Store (Section 2 16 of Franchise Agreement)

4 At our sole option, upon your reasonable request, send one or more USI representatives to your USI Store (other than as part of a scheduled inspection) to view your operations and provide advice concerning the management, operation, and marketing of your USI Store (Section 2 16 of Franchise Agreement)

5 Make available to you the advertising and promotional materials or other marketing information that may periodically develop, if any We pass the cost of these materials on to you by charging you for the use or purchase of the materials or information (Section 2 12 of Franchise Agreement)

6 Establish a nationwide advertising program for the U-Swirl System, for the Yogurtini System, or for both systems, if and when USI determines that the applicable system or both systems have grown to a sufficient size (Section 2 11 of Franchise Agreement) As of the date of this Disclosure Document, USI has established an Advertising Fund for the U-Swirl System and an Advertising Fund for the Yogurtini System, into which rebates from certain suppliers of products to USI franchisees may be deposited However, as of the date of this Disclosure Document, USI only requires Yogurtini Franchisees to pay the Advertising Fund fee

7 Make our initial training program available to your management staff during the term of your Franchise Agreement, when space is available in a regularly scheduled program The training is provided at our then-current rate You are responsible for paying the travel, lodging, and other expenses of attendees (Section 2 8 of Franchise Agreement)

8 Although not obligated to do so, we may provide to you, as we deem appropriate, on-going updates of information and ideas regarding the System, the products sold in USI Stores, and the operations of USI Stores, including suggested prices for the items sold in your USI Store We do not have pricing requirements This information may be provided to you through newsletters or other methods

9 Authorize you to offer for sale in your USI Store new products that we develop from time to time, if any, and provide to you related product information USI is not obligated to develop any new products, but it may do so at its sole determination (Section 2 5 of Franchise Agreement)

10 At our option, although we are not obligated to do so, schedule mandatory meetings and/or additional mandatory training programs for franchisees, but no attendance fee will be charged by USI No more than one mandatory meeting/training program will be scheduled each year If a meeting or training program is scheduled, you will be required to attend the meeting or program and you will be responsible for your own travel, lodging, meals, and other expenses incurred in attending the meeting or training program (Section 2 8 of Franchise Agreement)

11 At our option, although we are not obligated to do so, we may provide to you at our office in Durango, Colorado (or other training centers established in various cities in the United States, if any) optional meetings or additional training programs related to the System All travel and lodging, meals, and other expenses incurred in attending the meeting or training program must be paid by you (Section 2 8 of Franchise Agreement)

U-Swirl-n-Go Franchises

Before you open your business, USI will

1 Upon agreement between you and USI on the site for your U-Swirl-n-Go Store, designate your specific territory (Section 1 1 of Franchise Agreement)

2 Provide specifications to you for construction and/or remodeling of your U-Swirl-n-Go Store premises, and provide blueprints for prototype designs (when USI has such blueprints available) You must pay the cost for your local architect's or structural engineer's stamp on the blueprints, which we expect will be from $500 to $5,000 You must receive our approval of your plans Your construction and/or remodeling must be in conformance with USI's standards and specifications, as specified in the Operations Manual, and with all applicable laws, regulations, and ordinances (Section 2 2 of Franchise Agreement)

3 Provide assistance to you in selecting suppliers of equipment, fixtures, supplies

and food products (Sections 2 5 and 2 6 of Franchise Agreement)

4 Provide you with a copy of the Operations Manual, which contains mandatory and suggested specifications, standards, and procedures The Operations Manual is confidential and remains the property of USI USI may modify Operations Manual at various times at USI's discretion (Section 2 7 of Franchise Agreement) The Operations Manual contains a total of 204 pages The Table of Contents of the Operations Manual appears in Exhibit D to this Disclosure Document

5 Provide to you information about industry standards (Section 2 7 of Franchise Agreement)

6 Provide an initial training program for up to three people The initial training program consists of five days of training, including classroom instruction and on-the-job training The classroom portion will be conducted at our principal business location in Durango, Colorado, or at another location designated by us The on-the-job portion will be held at a training store in Durango, Colorado, or at another location designated by us You are responsible for paying the travel, lodging, and other expenses of the attendees (Section 2 8 of Franchise Agreement)

During the operation of the franchise business, USI will

1 On your reasonable request, consult with you by telephone, facsimile transmission, or e-mail concerning the management, operation, and marketing of your USI Store (Section 2 16 of Franchise Agreement)

2 At our discretion, have one or more of our representatives conduct inspections of your U-Swirl-n-Go Store and your franchised business, and inform you of any areas in which your business is not in compliance with our standards and specifications or other required policies and procedures Our representative(s) may also provide advice to you concerning the management, operation, and marketing of your U-Swirl-n-Go Store (Section 2 16 of Franchise Agreement)

4 At our sole option, upon your reasonable request, send one or more USI representatives to your U-Swirl-n-Go Store (other than as part of a scheduled inspection) to view your operations and provide advice concerning the management, operation, and marketing of your U-Swirl-n-Go Store (Section 2 16 of Franchise Agreement)

5 Make available to you the advertising and promotional materials or other marketing information that may periodically develop, if any We pass the cost of these materials on to you by charging you for the use or purchase of the materials or information (Section 2 12 of Franchise Agreement)

6 Establish a nationwide advertising program for the U-Swirl System if and when USI determines that the U-Swirl System has grown to a sufficient size (Section 2 11 of Franchise Agreement) As of the date of this Disclosure Document, USI has established an Advertising

Fund for the U-Swirl System, into which rebates from certain suppliers of products to U-Swirl-n-Go Stores may be deposited However, as of the date of this Disclosure Document, USI has not begun requiring its U-Swirl-n-Go Franchisees owners to pay the Advertising Fund fee

7 Make our initial training program available to your management staff during the term of your Franchise Agreement, when space is available in a regularly scheduled program The training is provided at our then-current rate You are responsible for paying the travel, lodging, and other expenses of attendees (Section 2 8 of Franchise Agreement)

8 Although not obligated to do so, we may provide to you, as we deem appropriate, on-going updates of information and ideas regarding the System, the products sold in U-Swirl-n-Go Stores, and the operations of U-Swirl-n-Go Stores, including suggested prices for the items sold in your U-Swirl-n-Go Store We do not have pricing requirements This information may be provided to you through newsletters or other methods

9 Authorize you to offer for sale in your U-Swirl-n-Go Store new products that we develop, if any, and provide to you related product information USI is not obligated to develop any new products, but it may do so at its sole determination (Section 2 5 of Franchise Agreement)

10 At our option, although we are not obligated to do so, schedule mandatory meetings and/or additional mandatory training programs for franchisees, but no attendance fee will be charged by USI No more than one mandatory meeting/training program will be scheduled each year If a meeting or training program is scheduled, you will be required to attend the meeting or program and you will be responsible for your own travel, lodging, meals, and other expenses incurred in attending the meeting or training program (Section 2 8 of Franchise Agreement)

11 At our option, although we are not obligated to do so, we may provide to you at our office in Durango, Colorado (or other training centers established in various cities in the United States, if any) optional meetings or additional training programs related to the System All travel and lodging, meals, and other expenses incurred in attending the meeting or training program must be paid by you (Section 2 8 of Franchise Agreement)

Advertising Fund

USI has established a national advertising fund for the U-Swirl System for the U S and a national advertising fund for the CherryBerry System and a national advertising fund for the Yogurtini System for the U S (each is referred to below as the "**Advertising Fund**") Certain suppliers pay rebates based on purchases of products by USI's franchisees The rebates of those suppliers might or might not be contributed to the applicable Advertising Fund, at USI's sole determination If you purchase a franchise in the CherryBerry System, you must pay to the to the Advertising Fund for the CherryBerry System an amount each month equal to up to 2% of your Net Sales in the prior month If you purchase a franchise in the Yogurtini System, you must pay to the to the Advertising Fund for the Yogurtini System an amount each month equal to up to 2% of your Net Sales in the prior month If and when USI determines that the U-Swirl System has grown to a sufficient size, USI will begin requiring franchisees of the U-Swirl System to pay to the Advertising Fund for the U-Swirl System an amount each month (1) equal to up to 1% of their Net Sales in the prior month if they own a U-Swirl Store, or (2) up to $150 00 if they own a U-Swirl-n-Go Store The Advertising Fund Fee amount will be reduced by the amount we require you to contribute to a regional advertising cooperative (see discussion below), but to not less than 0

The Advertising Fund is administered by USI's accounting and marketing personnel or its contractors

USI may use fees from the Advertising Fund to place advertising in national, regional, or local media (which may include print or broadcast media) in the future USI is not required to spend fees in the Advertising Fund in the area or specific territory where your USI Store is located However, all Advertising Fund fees are spent to benefit USI franchises Advertising Fund fees are used to promote the Proprietary Marks, the System, and the goods sold by the franchises Advertising Fund fees are not used to sell or solicit additional franchises, although the advertising may indicate that franchises are available, and include a USI phone number, website address, and/or e-mail address for interested persons to contact USI

Neither USI nor its affiliates will receive payments from the Advertising Fund, except USI will be entitled to reimbursement for administrative costs, salaries, and overhead expenses incurred in or related to the implementation and administration of the Advertising Fund and its programs

Fees collected by the Advertising Fund will be kept in a separate account, apart from USI's operating funds, except for the reimbursement of USI costs, salaries, and expenses paid by the Advertising Fund to USI, as mentioned above Advertising Fund fees not spent in the fiscal year in which they accrue will be carried over into the following year

In the fiscal year that ended February 29, 2016, USI spent 60% of the Advertising Fund for the U-Swirl System on production, 35% on media placement, and 5% on administrative expenses

In the fiscal year that ended February 29, 2016, USI spent 4% of the Advertising Fund for the CherryBerry System on administrative expenses, 59% on production, and 38% on media placement

In the fiscal year that ended February 29, 2016, USI spent 1% of the Advertising Fund for the Yogurtini System on administrative expenses, 50% on production, and 49% on media placement

In the fiscal year that ended February 29, 2016, USI spent 1% of the Advertising Fund for the Yogli Mogli System on administrative expenses, 55% on production, and 44% on media placement

In the fiscal year that ended February 29, 2016, USI spent 12% of the Advertising Fund for the Josie's System on production, and 88% on media placement

In the fiscal year that ended February 29, 2016, USI spent 87% of the Advertising Fund for the Aspen Leaf System on production, and 12% on media placement

In the fiscal year that ended February 29, 2016, USI spent 30% of the Advertising Fund for the Let's Yo System on administrative expenses, 45% on production, and 25% on media placement

In the fiscal year that ended February 29, 2016, USI spent 60% of the Advertising Fund for the Fuzzy Peach System on production, and 40% on media placement

The Advertising Fund will provide advertising materials and/or services to you Materials provided by the Advertising Fund to franchisees may include CDs and DVDs, maps, posters, banners, miscellaneous point-of-sale items, and other products and services deemed appropriate by USI

Upon written request by you, USI will provide to you, no later than 90 days after the end of the fiscal year of USI, an annual unaudited accounting statement of the Advertising Fund for the prior fiscal year certified by an officer of USI

The following information is applicable to franchisees in the Yogurtini system, and will be applicable to franchisees in the U-Swirl System as of the date USI begins requiring franchisees to pay an Advertising Fund Fee Subject to variations in percentage rates or flat rates resulting from Franchise Agreements entered into by you and other franchisees at different times (1) other USI franchisees of the same type of franchise must also contribute to the Advertising Fund at the same rate as you, and (2) if any company-owned outlets are operated by USI, they will contribute to the Advertising Fund on the same basis as other franchisees (including you)

Regional Advertising Cooperatives

As of September 23, 2015, USI has not established any regional advertising cooperatives for the System ("**Co-ops**"), but USI may do so in the future

Co-ops may be defined by Neilson DMA or other groupings of USI franchises that are deemed by USI to be appropriate If your franchise is located in a Co-op area, you will be required to participate in the Co-op If you are required to participate in a Co-op, you will pay to the Co-op each month an amount (1) equal to up to 3% of your Net Sales during the prior month if you own a USI Store Franchise, or (2) up to $150 00 if you own a U-Swirl-n-Go Franchise You will not be required to pay or spend a total amount equal to more than 3% of your Net Sales, or $150 00 per month (as applicable) on advertising, so all or part of your Advertising Fund Fee will be paid to the Co-op , as directed by USI In addition, all or part of your local advertising allocation (if applicable and as discussed below), will be eliminated

If Co-ops are established, USI expects that each Co-op will elect a chairperson and vice-chair person Franchised outlets and company-owned outlets (if any) will each have one vote per outlet, one vote per owner, or votes based on the percentage of advertising fees paid by the outlet of the total advertising fees paid by all members of that Co-op (depending on the particular Co-op's rules), on the fees (if any) imposed on its members in excess of the fee imposed under the Franchise Agreement, and other matters The Co-ops will have written rules of conduct, which Co-op members may review The Co-ops' financial information will be included in the Advertising Fund accounting statements USI can form, change, dissolve, or merge Co-ops

You must participate in all Advertising Fund promotions, promotions of a Co-op of which you are a member, and any promotions created by USI outside of the Advertising Fund or Co-ops

Local Advertising

If you own a USI Store Franchise, the following local advertising requirements apply to you

1 You must spend each month an amount equal to at least 1% of your Net Sales from the preceding month on local advertising This amount will be reduced, proportionately but to not less than 0%, by any amount that we require you to contribute to a Co-op

2 You must spend at least $5,000 on grand opening advertising, according to guidelines in the Operations Manual This amount is in addition to your local advertising requirement

3 USI may require you to submit to USI, within 15 days after the end of each month, proof of your local advertising expenditures during the prior month, in a form acceptable to USI

If you own a U-Swirl-n-Go Franchise, USI does not require you to spend any amount on local advertising, although you may choose to do so

Regardless of which type of franchise you own, the following provisions apply to you

You may create your own advertising and promotion material or have it created for you You must obtain USI's approval of all advertising and promotional materials prior to their use If USI does not notify you of the approval or rejection of any advertising or promotional materials within 15 days after they are received by USI, they are deemed approved You must, however, discontinue use of any advertising or promotional materials upon notice from USI Only USI can register a domain name for a website related to your business (which domain name registration will remain under USI's sole ownership), and you must obtain USI's prior written approval for any material posted on any website related to your franchised business You must maintain at least one e-mail address specifically for business use, including for communications between you and USI You may conduct individual e-mail communications with other parties without USI's prior written approval, provided that the e-mail address(es) and communications comply with all of USI's requirements as stated in the Franchise Agreement and the Operations Manual

USI has the right to use, and/or to allow other franchisees of USI to use, any advertising or promotional materials created by you that are related to your franchised business or the System

At your expense, you must have a dedicated business telephone line for your USI Store At the time of the termination of the Franchise Agreement for any reason, your business telephone number(s) may become the property of USI, at USI's sole option If USI does not require transfer of these lines to USI, you cannot continue to use these lines, and you cannot, under any circumstances, indicate in any manner that you were previously affiliated with USI

You must subscribe to a high-speed Internet service provider meeting the minimum specifications established by USI, and maintain an e-mail account You must check your e-mail box every business day, and read and promptly respond to messages from USI (as applicable)

You must obtain and maintain, at your expense, a listing of your USI Store in one or more online telephone directories specified or approved by USI

You must state in all your advertisements and promotional materials (including business cards, order forms, and letterhead) that your franchise is independently owned and operated, using language that we may specify from time to time, and you must provide your local telephone number

Franchise Advisory Council

As of the Issuance Date of this Disclosure Document, USI has not established a Franchise Advisory Council for the U-Swirl System or for the CherryBerry System or for the Yogurtini System, but it may do so in the future USI expects that a Council, if established (1) will advise USI on advertising programs and/or other issues of importance to the franchisees, and (2) will serve in an advisory capacity only, with no operational or decision-making power

Electronic Cash Register System, Computer Equipment

You must use a point of sale computerized cash register system (together with the software, referred to as "**POS System**') meeting our specifications from a designated supplier The POS System consists of PC-based registers, cash drawers, thermal receipt printers, credit card authorization software, credit card scanners, laser bar code scanners and scales You must contract with an Internet service provider ("**ISP**") to facilitate communication between your POS System and our data collection server

The POS System will be delivered to you already configured with proprietary software owned by a third-party supplier A designated supplier will provide all support, updates and maintenance for your POS System As of the date of this Disclosure Document, the annual maintenance and support fee ranges from $600 to $1,500, depending on the maintenance options you select You must subscribe to an annual maintenance and support service package from our designated supplier We may require you to update your POS System No contractual limit exists on the frequency or cost of this obligation

The POS System provides you with detailed information about your sales and retail operation The POS System also permits us to receive information electronically regarding your Store's sales and other information we may specify We have independent access to the information and data collected and/or generated by your POS System There is no contractual limit on our right to receive information from the POS System or by electronic transmission or other means

In conjunction with the operation of your POS System, you must use a personal computer that is separate from the POS System to communication with us by electronic mail and to support other back office functions You must maintain an electronic mail account through which we can communication with you You will find it is more convenient to send and receive electronic mail messages and track information generated by the POS System on a personal computer The personal computer must use software specified by us You must purchase off-the-shelf bookkeeping software that we specify and use it to produce reports submitted to us periodically We reserve the right to specify different software and to require updates and maintenance of the software There is no contractual limit on the frequency or cost of this obligation

The total cost of the POS System, a basic personal computer and specified software ranges from approximately $4,500 to $10,000 depending on options selected

Initial Training Program

At least one person from the franchise agreement is required to attend and successfully complete to our satisfaction the initial training program which is offered by us at one of our designated training facilities This must be done prior to your commencement of operation of your U-Swirl Yogurt store We do not charge you for this training for up to three individuals, although you must pay travel, living expenses and wages for you and all employees who attend the training session The initial training program consists of a total of four days of instruction and all training is currently conducted in Henderson, NV or Durango, Colorado You may be required to attend additional days of training if you purchase a Co-Branded Unit The initial training program includes hands-on training in our Corporate retail store If you fail to complete the training program to our satisfaction, we may elect to terminate the Franchise Agreement and keep the entire initial franchise fee

In addition to the initial training program, we will provide up to three days of opening assistance at your Unit near the time that your Unit opens We do not provide this assistance between approximately December 22nd and January 4th, however, nor do we offer this training within three days before or after the following holidays Valentine's Day, Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving and Hanukkah

As often as annually, we may require you and/or your General Manager to attend in person, at your expense, a national, regional or local meeting, training seminar or conference that we present for the purpose of discussing a topic such as advertising programs, new operations methods, training, management, sales, or sales promotion, to the extent that we offer any meetings, seminars or conferences We will notify you of any mandatory meeting 30 days in advance These meetings vary in location and in length, but you will not be required to attend any meeting in person for more than 3 days annually In addition, we may require you to attend webinars occasionally

As of the date of this Disclosure Document, we give the following initial training to franchisees on an as-needed basis

TRAINING PROGRAM

Subject[1]	Hours of Classroom Training[2]	Hours of On-The-Job Training	Location
Introduction to U-Swirl	1	0	Henderson, NV
Frozen Yogurt 101 & Food Safety	50	0	Henderson, NV
Social Media	1 0	0	Henderson, NV
Our Accounting Policies	25	0	Henderson, NV
Financial Control – (COG, P&L, Gross Margin)	1 0	0	Henderson, NV
Introduction to Retail	1 0	0	Henderson, NV
Machine Cleaning/Product Prep	0	8 0	Henderson, NV
Topping Bar Prep & Rotation	50	1 5	Henderson, NV
Day to Day Operations & Business Tools	1 0	0	Henderson, NV
Inventory Control	50	0	Henderson, NV
Human Resources	75	0	Henderson, NV
Point of Sale	0	1 0	Henderson, NV
Vendor Review	25	0	Henderson, NV
Hiring and Employee Retention	1 0	0	Henderson, NV
Marketing	1 0	0	Henderson, NV
Hands on working the retail store	0	14 0	Henderson, NV

Subject[1]	Hours of Classroom Training[2]	Hours of On-The-Job Training	Location
TOTAL	9 75	24 5	

[1] For each subject, we hold training classes as often as necessary You must attend training after you sign the Franchise Agreement and before you open your Unit The primary instructors are Donna Coupe, our Vice President of Franchise Support, Sami Iannone, our Director of Training and Business Coach, Erika Lightburne, our Co-Brand Liaison and Jessica Elkan, our Retail Operations/CoBrand Manager We may add training personnel as necessary

[2] If you wish, you may work in a company-owned Unit at your expense to gain experience interacting directly with actual customers If you live near a company-owned Unit, you may spend up to three days in that Unit, at your expense, otherwise you may travel to one of our company-owned Units at your expense for one day

Other Information

Some of USI's obligations may in the future be performed by authorized representatives, such as area representatives

We estimate that the time period between the day you sign your Franchise Agreement and the day you begin operating your USI Store will be 180 days to one year We estimate that the time period between the day you sign your Franchise Agreement and the day you begin operating your U-Swirl-n-Go Store will be 90 days to one year That time period could be affected by your ability to (1) locate a site for your USI Store or U-Swirl-n-Go Store that is acceptable to us, (2) obtain suitable financing for the build-out of your store premises, (3) complete the build-out of your store premises in a timely manner, (4) have your site properly zoned, (5) obtain all applicable licenses and permits needed for the operation of your USI Store or U-Swirl-n-Go Store, and (6) attend and successfully complete the next scheduled initial training program, and by acts of God and other unknown factors You must begin operating your USI Store or U-Swirl-n-Go Store within one year of the date you sign your Franchise Agreement or USI may terminate your Franchise Agreement USI does not provide assistance in conforming the site to local ordinances and codes or obtaining permits USI does not assist in construction, remodeling or decorating the USI Store USI does not provide assistance in hiring your employees

ITEM 12 TERRITORY

Under the terms of your Franchise Agreement, you will ***not*** receive an exclusive territory or a minimum territory You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control You will operate your franchise at a specific location

In addition, no conditions, such as achievement of a certain sales volume or market penetration, exist for you to keep your rights to your specific location

You will operate your USI Store or U-Swirl-n-Go Store from one location and you must receive USI's permission before relocating the store, which permission we may grant or withhold at our sole determination

USI is not required to give you any options, rights of first refusal, or similar rights to acquire additional franchises

The Franchise Agreement contains a covenant of noncompetition Although not bound to do so, USI expects that it will typically enforce these covenants of noncompetition against any USI franchisee or former franchisee that opens a yogurt store or similar business in competition with another franchisee in violation with the covenant

You may advertise your USI Store or U-Swirl-n-Go Store anywhere, provided that you receive our prior approval of all advertising and you do not violate the terms of any national, regional or co-op advertising group of USI Stores and you may solicit customers from any area and serve all customers who enter your USI Store or U-Swirl-n-Go Store No restrictions prevent USI or any franchisee from soliciting customers USI will not pay you any compensation if USI solicits customers Your rights to advertise or solicit customers via the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"), through catalogs or other mail order devices sent or directed to customers or prospective customers are restricted

USI retains the rights (1) to use and to license others to use, the Proprietary Marks and the System in connection with USI Stores at any location and in connection with U-Swirl-n-Go Stores at any location, (2) to use the Proprietary Marks and System in connection with other services and products, promotional and marketing efforts or related items, or in alternative channels of distribution, including on the Internet, without regard to location, (3) to use and license the use of other proprietary marks or methods in the sale of products and services similar to those which you sell, whether in alternative channels of distribution or in the operation of stores/restaurants that are the same as, or similar to, or different from USI Stores and U-Swirl-n-Go Stores, at any location, and on any terms and conditions as we deem desirable and without granting you any rights to them, (4) to acquire, merge with, or be acquired by any other business, including a business that competes directly with your USI Store or U-Swirl-n-Go Store, wherever located, and (5) to implement marketing programs, including Internet and national accounts, which may allow us or others to solicit or sell to customers anywhere We may issue mandatory policies to coordinate multi-area marketing programs, if any

ITEM 13 TRADEMARKS

U-Swirl System

Under the provisions of the Franchise Agreement for a U-Swirl Store, USI grants you the right to operate your business under the mark "U-Swirl Frozen Yogurt," if you purchase any franchises for USI Stores, or under the mark "U-Swirl-n-Go," if you purchase any franchises for U-Swirl-n-Go Stores, and in either situation, under some or all of the other Proprietary Marks of the U-Swirl System You use the Proprietary Marks to operate your business as specified in the Operations Manual

USI has registered the following principal service marks with the United States Patent and Trademark Office on the Principal Register

U-SWIRL®	Registration Number and Date 3,602,483, April 7, 2009
u-swirl FROZEN YOGURT ®	Registration Number and Date 3,605,649, April 14, 2009
U-SWIRL FROZEN YOGURT®	Registration Number and Date 3,612,407, April 28, 2009
WORTH THE WEIGHT®	Registration Number and Date 3,626,162, May 26, 2009
u ®	Registration Number and Date 3,626,163, May 26, 2009
U-SWIRL-N-GO	Registration Number and Date 4,685,396, February 10, 2015

All affidavits for those marks required to be filed with the U S Patent and Trademark Office have been filed No registration of any Proprietary Mark of the U-Swirl System has reached the renewal filing period

You may also use certain other trademarks and service marks owned by USI, as may be specified from time to time in the Operations Manual

As of the date of this Disclosure Document concerning marks of the U-Swirl System, (1) no presently effective material determinations have been made by the U S Patent and trademark Office, Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court with regard to USI's principal Proprietary Marks, (2) no interference, opposition, or cancellation proceedings, and no material litigation involving USI's principal Proprietary Marks relevant to their use in any state, are pending, and (3) no agreements in effect significantly limit the rights of USI to use or license the use of the principal trademarks that are material to the franchise

As of the date of this Disclosure Document, USI does not know of any superior rights infringing uses that could materially affect your use of USI's principal Proprietary Marks

CherryBerry System

Under the provisions of the Franchise Agreement for a CherryBerry Store, USI grants you the right to operate your business under the mark "CherryBerry" and the other Proprietary Marks of the CherryBerry System You use the Proprietary Marks to operate your business as specified in the Operations Manual

The following principal service mark was registered with the United States Patent and Trademark Office on Principal Register by a prior owner of the mark, which registration has been assigned to USI

CherryBerry Self-Serve Yogurt Bar®	Registration Number and Date 3,969,407, May 31, 2011

The following principal service mark was registered with the United States Patent and Trademark Office on Supplemental Register by a prior owner of the mark, which registration has been assigned to USI

Best on the Planet®	Registration Number and Date 4,445,290, December 3, 2013

As of the effective date of this Disclosure Document, neither of those marks have reached the deadline for the filing of affidavits required to be filed with the U S Patent and Trademark Office No registration of any Proprietary Mark of the CherryBerry System has reached the renewal filing period

To USI's knowledge concerning the marks specific to the CherryBerry System, as of the date of this Disclosure Document (1) no presently effective material determinations have been made by the U S Patent and trademark Office, Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court with regard to USI's principal Proprietary Marks, (2) no interference, opposition, or cancellation proceedings, and no material litigation involving USI's principal Proprietary Marks relevant to their use in any state, are pending, and (3) no agreements in effect significantly limit the rights of USI to use or license the use of the principal trademarks that are material to the franchise

As of the date of this Disclosure Document, USI does not know of any superior rights infringing uses that could materially affect your use of USI's principal Proprietary Marks

Yogurtini System

Under the provisions of the Franchise Agreement for a Yogurtini Store, USI grants you the right to operate your business under the mark "Yogurtini" and the other Proprietary Marks of the Yogurtini System You use the Proprietary Marks to operate your business as specified in the Operations Manual

The following principal service marks were registered with the United States Patent and Trademark Office on Principal Register by a prior owner of the marks, which registrations have been assigned to USI

YOGURTINI®	Registration Number and Date 3,750,436, February 16, 2010
SERVE YO SELF®	Registration Number and Date 3,842,953, August 31, 2010

All affidavits for these marks required to be filed with the U S Patent and Trademark Office have been filed No registration of any Proprietary Mark of the Yogurtini System has reached the renewal filing period

You may also use certain other trademarks and service marks owned by USI, as may be specified from time to time in the Operations Manual

To USI's knowledge concerning the marks specific to the Yogurtini System, as of the date of this Disclosure Document (1) no presently effective material determinations have been made by the U S Patent and trademark Office, Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court with regard to USI's principal Proprietary Marks, (2) no interference, opposition, or cancellation proceedings, and no material litigation involving USI's principal Proprietary Marks relevant to their use in any state, are pending, and (3) no agreements in effect significantly limit the rights of USI to use or license the use of the principal trademarks that are material to the franchise

As of the date of this Disclosure Document, USI does not know of any superior rights infringing uses that could materially affect your use of USI's principal Proprietary Marks

Yogli Mogli System

Under the provisions of the Franchise Agreement for a Yogli Mogli Store, USI grants you the right to operate your business under the mark "Yogli Mogli ' and the other Proprietary Marks of the Yogli Mogli System You use the Proprietary Marks to operate your business as specified in the Operations Manual

The following principal service mark was registered with the United States Patent and Trademark Office on Principal Register by a prior owner of the mark, which registration has been assigned to USI

Yogli Mogli®	Registration Number and Date 3,779,340, April 20, 2010

All affidavits for that mark required to be filed with the U S Patent and Trademark Office have been filed No registration of any Proprietary Mark of the Yogli Mogli System has reached the renewal filing period

You may also use certain other trademarks and service marks owned by USI, as may be specified from time to time in the Operations Manual

To USI's knowledge concerning the marks specific to the Yogli Mogli System, as of the date of this Disclosure Document (1) no presently effective material determinations have been made by the U S Patent and trademark Office, Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court with regard to USI's principal Proprietary Marks, (2) no interference, opposition, or cancellation proceedings, and no material litigation involving USI's principal Proprietary Marks relevant to their use in any state, are pending, and (3) no agreements in effect significantly limit the rights of USI to use or license the use of the principal trademarks that are material to the franchise

As of the date of this Disclosure Document, USI does not know of any superior rights infringing uses that could materially affect your use of USI's principal Proprietary Marks

Josie's System

Under the provisions of the Franchise Agreement for a Josie's Store, USI grants you the right to operate your business under the mark "Josie's" and the other Proprietary Marks of the Josie's System You use the Proprietary Marks to operate your business as specified in the Operations Manual

The following principal service mark was registered with the United States Patent and Trademark Office on Principal Register by a prior owner of the mark, which registration has been assigned to USI

Josie's Self-Serve Frozen Yogurt®	Registration Number and Date 3,950,830, April 26, 2011

As of the effective date of this Disclosure Document, that mark has not reached the deadline for the filing of any affidavit required to be filed with the U S Patent and Trademark Office No registration of any Proprietary Mark of the Josie's System has reached the renewal filing period

You may also use certain other trademarks and service marks owned by USI, as may be specified from time to time in the Operations Manual

To USI's knowledge concerning the marks specific to the Yogli Mogli System, as of the date of this Disclosure Document (1) no presently effective material determinations have been made by the U S Patent and trademark Office, Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court with regard to USI's principal Proprietary Marks, (2) no interference, opposition, or cancellation proceedings, and no material litigation involving USI's principal Proprietary Marks relevant to their use in any state, are pending, and (3) no agreements in effect significantly limit the rights of USI to use or license the use of the principal trademarks that are material to the franchise

As of the date of this Disclosure Document, USI does not know of any superior rights infringing uses that could materially affect your use of USI's principal Proprietary Marks

Aspen Leaf System

Under the provisions of the Franchise Agreement for an Aspen Leaf Yogurt Store, USI grants you the right to operate your business under the mark "Aspen Leaf" and the other Proprietary Marks of the Aspen Leaf System You use the Proprietary Marks to operate your business as specified in the Operations Manual

USI has a license to use, and grant its franchisees to use, the following principal service marks registered by Aspen Leaf Yogurt with the United States Patent and Trademark Office on the Principal Register

Aspen Leaf®	Registration Number and Date 4,109,640 March 6, 2012

As of the effective date of this Disclosure Document, that mark has not reached the deadline for the filing of any affidavit required to be filed with the U S Patent and Trademark Office No registration of any Proprietary Mark of the Aspen Leaf System has reached the renewal filing period

U-Swirl, Inc entered into an agreement with ALY and RMCF, dated January 14, 2013, in which ALY and RMCF granted to U-Swirl, Inc a worldwide, exclusive, royalty free license to use the marks and other intellectual property and intangible assets utilized in the System that are owned by those entities (the "Licensed IP"), and to grant sublicenses to Aspen Leaf franchisees to use the Licensed IP The Licensed IP includes the "ASPEN LEAF" mark The license was transferred by U-Swirl, Inc to USI The license cannot be revoked by ALY or RMCF unless one of the following events occur (a) USI ceases to operate the Aspen Leaf system and any business offering goods and services under the licensed marks, (b) USI breaches any of the provisions of the license as stated in the agreement granting the license, provided that USI will have thirty days after the receipt of written notice from ALY/RMCF describing the breach in which to cure the breach, or (c) ALY, RMCF, and USI agree to an earlier termination of the license ALY and RMCF agreed that if they revoke the license as permitted by the license, they will continue to permit any franchisees that have effective Aspen Leaf system franchise agreements with USI to continue to use the Licensed IP, as permitted by their franchise agreements, provided that USI assigns the effective franchise agreements to RMCF/ALY (which USI is contractually bound to do in that situation) RMCF and ALY agreed that during the term of the license, (1) neither they, nor any of their affiliates, will use any of the licensed marks on or in connection with yogurt or any frozen dessert products, and (2) they will not grant a license to any person or entity other than USI to use the Licensed IP

You may also use certain other trademarks and service marks owned by USI, as may be specified from time to time in the Operations Manual

To USI's knowledge concerning the marks specific to the Aspen Leaf System, as of the date of this Disclosure Document (1) no presently effective material determinations have been made by the U S Patent and trademark Office, Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court with regard to USI's principal Proprietary Marks, (2) no interference, opposition, or cancellation proceedings, and no material litigation involving USI's principal Proprietary Marks relevant to their use in any state, are pending, and (3) no agreements in effect significantly limit the rights of USI to use or license the use of the principal trademarks that are material to the franchise

Except as discussed above, no agreements limit our right to use or license the use of the Proprietary Marks

As of the date of issuance of this Disclosure Document, we do not know of any infringing uses that could materially affect your use of the Proprietary Marks

Let's Yo System

Under the provisions of the Franchise Agreement for a Let's Yo Store, USI grants you the right to operate your business under the mark "Let's Yo" and the other Proprietary Marks of the Let s Yo System You use the Proprietary Marks to operate your business as specified in the Operations Manual

The following principal service mark was registered with the United States Patent and Trademark Office on Principal Register by a prior owner of the mark, which registration has been assigned to USI

Let's Yo ®	Registration Number and Date 4,319,001 April 9, 2013

As of the effective date of this Disclosure Document, that mark has not reached the deadline for the filing of any affidavit required to be filed with the U S Patent and Trademark Office No registration of any Proprietary Mark of the Let's Yo System has reached the renewal filing period

You may also use certain other trademarks and service marks owned by USI, as may be specified from time to time in the Operations Manual

To USI's knowledge concerning the marks specific to the Let's Yo System, as of the date of this Disclosure Document (1) no presently effective material determinations have been made by the U S Patent and trademark Office, Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court with regard to USI's principal Proprietary Marks, (2) no interference, opposition, or cancellation proceedings, and no material litigation involving USI's principal Proprietary Marks relevant to their use in any state, are pending, and (3) no agreements in effect significantly limit the rights of USI to use or license the use of the principal trademarks that are material to the franchise

As of the date of this Disclosure Document, USI does not know of any superior rights infringing uses that could materially affect your use of USI's principal Proprietary Marks

Fuzzy Peach System

Under the provisions of the Franchise Agreement for a Fuzzy Peach Yogurt Store, USI grants you the right to operate your business under the mark "The Fuzzy Peach Frozen Yogurt Bar" and the other Proprietary Marks of the Fuzzy Peach System You use the Proprietary Marks to operate your business as specified in the Operations Manual

The following principal service mark was registered with the United States Patent and Trademark Office on Principal Register by a prior owner of the mark, which registration has been assigned to USI

The Fuzzy Peach Frozen Yogurt Bar and Design	
	Registration Number and Date 4,296,265, February 26, 2013

As of the effective date of this Disclosure Document, that mark has not reached the deadline for the filing of any affidavit required to be filed with the U S Patent and Trademark Office No registration of any Proprietary Mark of the Fuzzy Peach System has reached the renewal filing period

You may also use certain other trademarks and service marks owned by USI, as may be specified from time to time in the Operations Manual

To USI's knowledge concerning the marks specific to the Fuzzy Peach System, as of the date of this Disclosure Document (1) no presently effective material determinations have been made by the U S Patent and trademark Office, Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court with regard to USI's principal Proprietary Marks, (2) no interference, opposition, or cancellation proceedings, and no material litigation involving USI's principal Proprietary Marks relevant to their use in any state, are pending, and (3) no agreements in effect significantly limit the rights of USI to use or license the use of the principal trademarks that are material to the franchise

As of the date of this Disclosure Document, USI does not know of any superior rights infringing uses that could materially affect your use of USI's principal Proprietary Marks

U-Swirl, CherryBerry, Yogurtini, Yogli Mogli, Josie's Aspen Leaf, Let's Yo and Fuzzy Peach Systems

You must follow our rules when you use the Proprietary Marks You cannot use "U-Swirl" or a variation of that name, "Aspen Leaf" or "Rocky Mountain Chocolate Factory," or any of those words, an abbreviation of the words "Aspen Leaf" or "Rocky Mountain Chocolate Factory", or any of USI's other Proprietary Marks, as part of your business entity name, with or without modifying words You cannot use "U-Swirl" or a variation of that name, "Aspen Leaf" or "Rocky Mountain Chocolate Factory", or any of USI's other Proprietary Marks or other marks owned by or licensed to USI, with or without modifying designs or symbols, except for the Proprietary Marks USI licenses to you and in accordance with our standards and specifications Only USI can register a domain name containing any Proprietary Mark or used for a website related to your business, and you must obtain USI's prior written approval for any Internet domain name and/or e-mail address containing any of the Proprietary Marks You cannot use the Proprietary Marks in connection with the name of an unauthorized product or service, or in a manner not authorized in writing by USI

You must notify USI immediately when you learn about an infringement or challenge to your use of our Proprietary Marks USI will take the action it deems appropriate, but the Franchise Agreement does not require USI to take affirmative action when notified of these claims USI has the sole right to control any administrative proceedings concerning its Proprietary Marks USI is not required to (i) notify you of the use of, or claims or rights to, a mark that is identical or confusingly similar to a mark USI licenses to you, (ii) defend you against a claim against your use of our Proprietary Marks, or (iii) otherwise protect your right to use the principal mark(s) disclosed in this Item 13 The Franchise Agreement does not require USI to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a mark USI licenses to you, or if the proceeding is resolved unfavorably to you (subject to modification by applicable state law, see Exhibit I to this Disclosure Document and the Riders to the Franchise Agreement for certain states)

You must, at your sole expense, modify or discontinue the use of a particular mark if USI modifies or discontinues it You must not directly or indirectly contest our right to our Proprietary Marks

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

U-Swirl System

Patents

As of the Issuance Date of this Disclosure Document, no patents are material to the franchise

Copyrights and Proprietary Information

Our Operations Manual, electronic information and communications, franchise sales materials, and other related materials are proprietary information of ours, some of which is confidential information, and are our property to be used by you only as described in the Franchise Agreement Although USI has not filed an application for copyright registration for the Operations Manual, the franchise sales materials, the content on the USI website, or the marketing materials, we claim copyrights in these items

USI's right to use or license these copyrighted items is not materially limited by any agreement or known infringing use

As of the Issuance Date of this Disclosure Document, concerning copyrights on materials specific to the U-Swirl System, no presently effective material determinations have been made by the U S Copyright Office, or any court with regard to USI's copyrighted materials, and no interference, opposition, or cancellation proceedings, and no material litigation involving USI's copyrighted materials relevant to their use in any state, are pending

As of the Issuance Date of this Disclosure Document, USI does not know of any infringing uses that could materially affect your use of the copyrighted materials of the U-Swirl System referred to in this Item 14

CherryBerry System

Patents

There are no patents or pending patents that are material to the franchise

Copyrights and Proprietary Information

Our Operations Manual, electronic information and communications, franchise sales materials, and other related materials are proprietary information of ours, some of which is confidential information, and are our property to be used by you only as described in the Franchise Agreement Although USI has not filed an application for copyright registration for the Operations Manual, the franchise sales materials, the content on the CherryBerry website, or the marketing materials, we claim copyrights in these items

USI's right to use or license these copyrighted items is not materially limited by any agreement or known infringing use

As of the Issuance Date of this Disclosure Document, concerning copyrights on materials specific to the CherryBerry System, no presently effective material determinations have been made by the U S Copyright Office, or any court with regard to USI's copyrighted materials, and no interference, opposition, or cancellation proceedings, and no material litigation involving USI's copyrighted materials relevant to their use in any state, are pending

As of the Issuance Date of this Disclosure Document, USI does not know of any infringing uses that could materially affect your use of the copyrighted materials of the CherryBerry System referred to in this Item 14

Yogurtini System

Patents

As of the Issuance Date of this Disclosure Document, no patents are material to the franchise

Copyrights and Proprietary Information

USI's predecessor obtained a U S copyright registration of the Yogurtini logo (Registration Number VA 1-687-490, Effective Date September 29, 2009) The ownership of the Yogurtini logo was transferred to USI in June 2015 As of the Issuance Date of this Disclosure Document, recordation of the transfer of the copyright registration to USI is pending with the U S Copyright Office

USI believes that the duration of the copyright is until 2103 Under present law, USI is not able to renew the copyright

Our Operations Manual, electronic information and communications, franchise sales materials, and other related materials are proprietary information of ours, some of which is confidential information, and are our property to be used by you only as described in the Franchise Agreement Although USI has not filed an application for copyright registration for the Operations Manual, the franchise sales materials, the content on the Yogurtini website, or the marketing materials, we claim copyrights in these items

USI's right to use or license these copyrighted items is not materially limited by any agreement or known infringing use

As of the Issuance Date of this Disclosure Document, concerning copyrights on materials specific to the Yogurtini System, no presently effective material determinations known to USI have been made by the U S Copyright Office, or any court with regard to USI's copyrighted materials, and to USI's knowledge, no interference, opposition, or cancellation proceedings, and no material litigation involving USI's copyrighted materials relevant to their use in any state, are pending

As of the Issuance Date of this Disclosure Document, USI does not know of any infringing uses that could materially affect your use of the copyrighted materials of the Yogurtini System referred to in this Item 14

Yogli Mogli System

Patents

There are no patents or pending patents that are material to the franchise

Copyrights and Proprietary Information

Our Operations Manual, electronic information and communications, franchise sales materials, and other related materials are proprietary information of ours, some of which is confidential information, and are our property to be used by you only as described in the Franchise Agreement Although USI has not filed an application for copyright registration for the Operations Manual, the franchise sales materials, the content on the Yogli Mogli website, or the marketing materials, we claim copyrights in these items

USI's right to use or license these copyrighted items is not materially limited by any agreement or known infringing use

As of the Issuance Date of this Disclosure Document, concerning copyrights on materials specific to the Yogli Mogli System, no presently effective material determinations have been made by the U S Copyright Office, or any court with regard to USI's copyrighted materials, and no interference, opposition, or cancellation proceedings, and no material litigation involving USI's copyrighted materials relevant to their use in any state, are pending

As of the Issuance Date of this Disclosure Document, USI does not know of any infringing uses that could materially affect your use of the copyrighted materials of the Yogli Mogli System referred to in this Item 14

Josie's System

Patents

There are no patents or pending patents that are material to the franchise

Copyrights and Proprietary Information

Our Operations Manual, electronic information and communications, franchise sales materials, and other related materials are proprietary information of ours, some of which is confidential information, and are our property to be used by you only as described in the Franchise Agreement Although USI has not filed an application for copyright registration for the Operations Manual, the franchise sales materials, the content on the Josie's website, or the marketing materials, we claim copyrights in these items

USI's right to use or license these copyrighted items is not materially limited by any agreement or known infringing use

As of the Issuance Date of this Disclosure Document, concerning copyrights on materials specific to the Josie's System, no presently effective material determinations have been made by the U S Copyright Office, or any court with regard to USI's copyrighted materials, and no interference, opposition, or cancellation proceedings, and no material litigation involving USI's copyrighted materials relevant to their use in any state, are pending

As of the Issuance Date of this Disclosure Document, USI does not know of any infringing uses that could materially affect your use of the copyrighted materials of the Josie's System referred to in this Item 14

Aspen Leaf System

Patents

There are no patents or pending patents that are material to the franchise

Copyrights and Proprietary Information

Our Operations Manual, electronic information and communications, franchise sales materials, and other related materials are proprietary information of ours, some of which is confidential information, and are our property to be used by you only as described in the Franchise Agreement Although USI has not filed an application for copyright registration for the Operations Manual, the franchise sales materials, the content on the Aspen Leaf website, or the marketing materials, we claim copyrights in these items

USI's right to use or license these copyrighted items is not materially limited by any agreement or known infringing use

As of the Issuance Date of this Disclosure Document, concerning copyrights on materials specific to the Aspen Leaf System, no presently effective material determinations have been made by the U S Copyright Office, or any court with regard to USI's copyrighted materials, and no interference, opposition, or cancellation proceedings, and no material litigation involving USI's copyrighted materials relevant to their use in any state, are pending

As of the Issuance Date of this Disclosure Document, USI does not know of any infringing uses that could materially affect your use of the copyrighted materials of the Aspen Leaf System referred to in this Item 14

Let's Yo System

Patents

There are no patents or pending patents that are material to the franchise

Copyrights and Proprietary Information

Our Operations Manual, electronic information and communications, franchise sales materials, and other related materials are proprietary information of ours, some of which is confidential information, and are our property to be used by you only as described in the Franchise Agreement Although USI has not filed an application for copyright registration for the Operations Manual, the franchise sales materials, the content on the Let's Yo website, or the marketing materials, we claim copyrights in these items

USI's right to use or license these copyrighted items is not materially limited by any agreement or known infringing use

As of the Issuance Date of this Disclosure Document, concerning copyrights on materials specific to the Let's Yo System, no presently effective material determinations have been made by the U S Copyright Office, or any court with regard to USI's copyrighted materials, and no interference, opposition, or cancellation proceedings, and no material litigation involving USI's copyrighted materials relevant to their use in any state, are pending

As of the Issuance Date of this Disclosure Document, USI does not know of any infringing uses that could materially affect your use of the copyrighted materials of the Let's Yo System referred to in this Item 14

Fuzzy Peach System

Patents

There are no patents or pending patents that are material to the franchise

Copyrights and Proprietary Information

Our Operations Manual, electronic information and communications, franchise sales materials, and other related materials are proprietary information of ours, some of which is confidential information, and are our property to be used by you only as described in the Franchise Agreement Although USI has not filed an application for copyright registration for the Operations Manual, the franchise sales materials, the content on the Fuzzy Peach website, or the marketing materials, we claim copyrights in these items

USI's right to use or license these copyrighted items is not materially limited by any agreement or known infringing use

As of the Issuance Date of this Disclosure Document, concerning copyrights on materials specific to the Fuzzy Peach System, no presently effective material determinations have been made by the U S Copyright Office, or any court with regard to USI's copyrighted materials, and no interference, opposition, or cancellation proceedings, and no material litigation involving USI's copyrighted materials relevant to their use in any state, are pending

As of the Issuance Date of this Disclosure Document, USI does not know of any infringing uses that could materially affect your use of the copyrighted materials of the Fuzzy Peach System referred to in this Item 14

U-Swirl, CherryBerry, Yogurtini, Yogli Mogli, Josie's Aspen Leaf, Let's Yo and Fuzzy Peach Systems

The information in the Operations Manual is proprietary, confidential, and constitutes trade secrets of USI

You must notify USI immediately when you learn about an infringement or challenge to your use of our copyrights USI will take the action it deems appropriate, but the Franchise Agreement does not require USI to take affirmative action when notified of these claims USI has the sole right to control any administrative proceedings concerning its copyrights USI is not required to (i) defend you against a claim against your use of our materials subject to copyrights, or (ii) otherwise protect your right to use our materials subject to copyrights The Franchise Agreement does not require USI to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a USI copyright, or if the proceeding is resolved unfavorably to you (subject to modification by applicable state law, see Exhibit I to this Disclosure Document and the Riders to the Franchise Agreement for certain states)

If USI decides to add, modify, or discontinue the use of an item or process covered by a copyright, you must also do so

Whenever you are asked to do so by USI, you must assign to USI the copyright on all advertising, brochures, and other materials created by you that are related to your franchise business or the System

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are not required by USI to participate personally in the direct operation of the franchised business, and USI neither recommends nor discourages you from doing so

You or your Principal Representative is responsible for the overall management of your franchised business You or your Principal Representative must participate directly in the operation and management of your USI Store(s) or U-Swirl-n-Go Store(s) You or your Principal Representative (as applicable) must be Certified by USI as having successfully completed the USI initial training program, and you or your Principal Representative must use your best efforts and constant personal attention in the day-to-day operations of your USI Store or U-Swirl-n-Go Store If you designate a Principal Representative, that person need not have an ownership interest in the franchisee entity

You or your Principal Representative must live in the locality where your USI Store or U-Swirl-n-Go Store is located, or if you have an Area Development Agreement or you own multiple franchises, you or your Principal Representative must live in the general area in which the franchises will be located

If you are an entity, your principal owners and your Principal Representative may be required by USI to execute a Guaranty and Assumption of Franchisee's Obligations (which is attached to the Franchise Agreement as Exhibit II), in which those people personally guarantee the prompt and complete performance of all the covenants and conditions contained in the Franchise Agreement

You and we are independent contractors, and you must not act as an agent, employee or representative of us, or attempt to bind or obligate us in any manner

If your USI Store or U-Swirl-n-Go Store will be managed by anyone other than you, we must be notified of the identity of the manager, and we have the right to approve or disapprove of the manager That person must be able to read, write, and speak English well enough to communicate well with customers and with representatives of USI, and must also be Certified by us as having successfully completed our initial training program If you own more than one USI Store and/or U-Swirl-n-Go Store, each of your USI Stores and/or U-Swirl-n-Go Stores must have its own manager, who is not disapproved by USI, who is Certified, and who is able to read, write, and speak English well enough to communicate well with customers and with representatives of USI

If a change in the manager of your USI Store or U-Swirl-n-Go Store occurs, we must be notified of the identity of the new manager, and we have the right to approve or disapprove of the manager That person must be able to read, write, and speak English well enough to communicate well with customers and with representatives of USI, and also be Certified within 90 days of becoming the manager

You will be solely responsible for the hiring of any employees of your USI Store or U-Swirl-n-Go Store You must maintain a staff of competent, trained employees sufficient to operate your USI Store or U-Swirl-n-Go Store in compliance with our standards and applicable law Before employing them, you will be responsible for carefully screening all employees to ascertain their fitness for employment in the food service industry

We may require you to cause your Principal Representative and manager(s), and each of your officers, directors, partners, limited liability company managers and members, and shareholders (as applicable), and any member of your or their immediate families, to sign a nondisclosure and noncompetition agreement to maintain confidentiality of the proprietary information and trade secrets described in Item 14 above, and to conform with the covenants not to compete described in Item 17 below (see Exhibit E to this Disclosure Document) If we require any immediate family member to sign a nondisclosure and noncompetition agreement after you sign the Franchise Agreement, you must use your best efforts to cause that person to sign that agreement Other than the requirements above, we make no recommendations and have no requirements regarding written employment or other written agreements between you and your employees

We may require each individual who owns a 5% or greater interest in a franchise entity to sign the "Guaranty and Assumption of Obligations" of franchisee, which is attached to the Franchise Agreement as Exhibit 2

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those goods and services that USI has approved (see Item 8 above)

While we recommend that you offer in your USI Store or U-Swirl-n-Go Store all goods and services that USI designates as approved for your store, you may, with our prior written consent, offer less than all of those goods and services The required goods and services are specified in the Operations Manual (see also, Item 8 above)

USI may add other approved suppliers, products, and/or services that you are required to use/offer No limits exist on USI's right to approve new and additional suppliers or to require you to offer additional products and services

USI has instituted a program for all franchisees to sell or otherwise issue gift cards As the Gift Card program is part of the System, you shall participate by offering Gift Cards to your customers and honoring all Gift Cards presented to you as payment for products, regardless of whether the Gift Card was issued by you or another USI Store

You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by USI in the Manual or otherwise in writing All funds from sales of Gift Cards shall be retained in a separate account which is maintained by USI The funds in this account will not be utilized for any other purpose Each franchisee's account will be debited or credited, as applicable, to account for sales and redemptions of Gift Cards

You may seek our approval for you to offer and sell goods and/or services in your USI Store or U-Swirl-n-Go Store other than those specified by USI, however, we are not obligated to approve any goods or services based on your request for approval

USI may require you to comply with other requirements such as training, marketing, and insurance

During the term of the Franchise Agreement, you must not engage in any other business that is the same or similar to your franchised business

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements You should read these provisions in the agreements attached to this disclosure document

Provision	Section in franchise Agreement	Summary
a Length of the franchise term	Section 1 3	FA Term is 10 years for a USI Store Franchise, or 5 years for a U-Swirl-n-Go Franchise
b Renewal or extension of the term	Section 1 3	If you are in good standing, you can renew the Franchise Agreement for a USI Store Franchise for an additional 10-year term, or for an additional 5-year term for a U-Swirl-n-Go Franchise

Provision	Section in franchise Agreement	Summary
c Requirements for you to renew or extend	Section 1 3	FA You must give advance written notice to USI, not be in default of your Franchise Agreement, not have been in default during the term of your Franchise Agreement (a) more than 3 times if you own a USI Store Franchise, or (b) more than 2 times if you own a U-Swirl-n-Go Franchise, permit USI to inspect the franchise premises and records of the business, upgrade and remodel the premises as USI directs, sign a release of claims (subject to state law), pay renewal fee, and sign the then-current form of Franchise Agreement, which may contain terms and conditions that are materially different from your original Franchise Agreement
d Termination by you	Not Applicable	
e Termination by USI without cause	Not Applicable	
f Termination by USI with cause	Sections 5 1 to 5 4	USI can terminate if you become bankrupt (may not be enforceable under federal bankruptcy law), insolvent, or are in default under the Franchise Agreement
g "Cause" defined – curable defaults	Section 5 2 to 5 4	FA You have 24 hours to cure violations of laws, regulations, or standards of health or safety You have 10 days to cure non-payment of money owed and failure to provide required reports You have 30 days to cure other curable breaches of franchise agreement (Subject to modification by state law)
h "Cause" defined – non-curable defaults	Section 5 1	Non-curable defaults conviction of felony, repeated defaults even if cured, abandonment, misuse of proprietary material, material misrepresentations, certain improper business practices, becoming subject to Executive Order 13224, unapproved transfers, others
i Your obligations on termination/non-renewal	Sections 2 9 and 5 8	Obligations include complete de-identification of the store, return proprietary materials, and payment of amounts due (also, see item "r", below)
j Assignment of contract by USI	Section 3 5	Transferee must agree to assume all obligations of USI under the contract
k "Transfer" by you – defined	Section 3 1	Includes transfer of contract or assets or ownership change

Provision	Section in franchise Agreement	Summary
l USI's approval of transfer by you	Section 3 1	FA All transfers must be approved by USI, but USI will not unreasonably withhold approval
m Conditions for USI approval of transfer	Section 3 3	FA Prospective franchisee qualifies, transfer/training fee paid, purchase agreement approved, training satisfactorily completed, new Franchise Agreement signed, upgrades or remodeling completed, if required by USI, and release signed by you (subject to state law)
n USI's right of first refusal to acquire your business	Section 3 2 and 5 8	FA If you own a USI Store Franchise, USI has option to purchase franchise business before transfer on the same terms, or franchise assets upon termination at fair market value Not applicable if you own a U-Swirl-n-Go Franchise
o USI's option to purchase your business	Section 5 8	Upon termination of the Franchise Agreement, USI has the right, but not the obligation, to purchase assets used in the USI Store or U-Swirl-n-Go Store (as applicable)
p Death or disability of you	Section 3 4	To continue operation, the franchise must be assigned by your estate or surviving shareholders, members, or partners within 90 days The new franchisee must be approved by USI
q Non-competition covenants during the term of the franchise	Section 2 9	You may not have any involvement in a similar business
r Non-competition covenants after the franchise is terminated or expires	Section 2 9	You are restricted from having an interest in a similar business for 2 years within 3 miles of any USI Store or U-Swirl-n-Go Store
s Modification of the agreement	Section 2 7 and 6 14	No modifications unless in writing USI may, however, unilaterally amend the Operations Manual
t Integration/merger clause	Section 6 13	Only the terms of the Franchise Agreement, as applicable, are binding Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable
u Dispute resolution by arbitration or mediation	Section 6 3	Except for certain claims, all disputes must be arbitrated in Colorado The parties waive trial by jury of claims not subject to arbitration (subject to state law)
v Choice of forum	Section 6 3	Litigation and arbitration must be in Colorado (subject to state law)
w Choice of law	Section 6 4	Colorado law applies (subject to state law)

ITEM 18 PUBLIC FIGURES

USI does not pay or use any public figure to promote its franchise, although it may do so in the future As of the Issuance Date of this Disclosure Document, no public figure is involved in the ownership, management, or control of USI

You have no right to use a public figure in your promotional efforts, except if a public figure is involved in the ownership or management of your franchise business

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying, or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Greg Pope, at U-Swirl International, Inc , 265 Turner Drive, Durango, Colorado 81303 USA, 970-375-5687, the Federal Trade Commission, and the appropriate state regulatory agencies

[*Item 20 Begins on the Next Page*]

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No 1

Systemwide Outlet Summary[1]

For years 2014 to 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised and Licensed	2014	88	206	118
	2015	206	176	-30
	2016 *	235	210	-25
Company-Owned	2014	7	7	0
	2015	7	7	0
	2016 *	10	8	-2
Total Outlets	2014	95	213	+118
	2015	213	183	-30
	2016 *	245	218	-27

(1) The numbers shown in 2014 and 2015 are for the U-Swirl System, the CherryBerry System and the Yogurtini System The information provided in 2014 is based on initial store counts provided by USI's predecessors While USI expects that the information is correct, USI is not certain it is correct

* The numbers shown in 2016 are for the entire U-Swirl International, Inc family of self-serve yogurt brands and in addition to the brands named above, include Gracie Bleu, Aspen Leaf Yogurt, Josie's, Yogli-Mogli, Fuzzy Peach and Let's Yo

Table No 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)[1]

For years 2014 to 2016

State	Year	Number of Transfers
Arizona	2014	0
	2015	0
	2016	2
Colorado	2014	0
	2015	0
	2016	1
Georgia	2014	0
	2015	0

State	Year	Number of Transfers
	2016	1
Iowa	2014	1
	2015	0
	2016	0
Kansas	2014	0
	2015	1
	2016	1
Minnesota	2014	0
	2015	0
	2016	1
Missouri	2014	0
	2015	0
	2016	2
New Jersey	2014	0
	2015	0
	2016	1
North Carolina	2014	0
	2015	0
	2016	1
Texas	2014	0
	2015	0
	2016	2
Utah	2014	0
	2015	0
	2016	1
Wisconsin	2014	0
	2015	1
	2016	0
Totals	**2014**	**1**
	2015	**2**
	2016	**13**

(1) The numbers shown in 2014 and 2015 are for the U-Swirl System, the CherryBerry System and the Yogurtini System The information provided in 2014 are based on initial store counts provided by USI's predecessors While USI expects that the information is correct, USI is not certain it is correct The

numbers shown in 2016 are for the entire U-Swirl International, Inc family of self-serve yogurt brands and in addition to the brands named above, include Gracie Bleu, Aspen Leaf Yogurt, Josie's, Yogli-Mogli, Fuzzy Peach and Let's Yo

Table No 3
Status of Franchised Outlets[1]
For years 2014 to 2016

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Arizona	2014	9	2	0	0	0	1	10
	2015	10	0	0	0	0	0	10
	2016	11	0	0	0	0	2	9
Arkansas	2014	0	3	0	0	0	0	3
	2015	3	0	0	0	0	1	2
	2016	2	0	0	0	0	1	1
California	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	1	1
Colorado	2014	4	1	0	0	0	1	4
	2015	4	0	0	0	0	1	3
	2016	4	0	0	0	0	2	2
Connecticut	2014	0	5	0	0	0	0	5
	2015	5	0	0	0	0	1	4
	2016	4	0	0	0	0	2	2
Florida	2014	3	1	0	0	0	3	1
	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	1	1
Georgia	2014	2	1	0	0	0	0	3
	2015	3	0	0	0	0	1	2
	2016	22	0	0	0	0	0	22
Idaho	2014	3	1	0	0	0	1	3
	2015	3	0	0	0	0	0	3
	2016	5	0	0	0	0	1	4
Illinois	2014	3	5	0	0	0	1	7
	2015	7	1	0	0	0	0	8
	2016	9	0	0	0	0	0	9
	2014	0	2	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Indiana	2015	2	0	0	0	0	2	0
	2016	1	0	0	0	0	1	0
Iowa	2014	2	9	0	0	0	0	11
	2015	11	0	0	0	0	7	4
	2016	5	0	0	0	0	3	2
Kansas	2014	2	4	0	0	0	0	6
	2015	6	0	0	0	0	4	2
	2016	2	0	0	0	0	1	1
Kentucky	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	2	0	0	0	0	1	1
Massachusetts	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Michigan	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	3	0	0	0	0	0	3
Minnesota	2014	10	24	0	0	0	1	33
	2015	33	4	0	0	0	7	30
	2016	30	0	0	0	0	3	27
Mississippi	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Missouri	2014	9	2	0	0	0	0	11
	2015	11	1	0	0	0	2	10
	2016	11	0	0	0	0	2	9
Montana	2014	2	2	0	0	0	0	4
	2015	4	1	0	0	0	0	5
	2016	5	0	0	0	0	1	4
Nebraska	2014	4	1	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	1	4
Nevada	2014	1	2	0	0	0	0	3
	2015	3	2	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2016	5	0	0	0	0	0	5
New Jersey	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	9	0	0	0	2	8
New Mexico	2014	3	1	0	0	0	1	3
	2015	3	0	0	0	0	1	2
	2016	3	0	0	0	0	0	3
New York	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
North Carolina	2014	1	3	0	0	0	0	4
	2015	4	0	0	0	0	1	3
	2016	18	0	0	0	0	1	17
North Dakota	2014	1	8	0	0	0	0	9
	2015	9	0	0	0	0	1	8
	2016	8	1	0	0	0	3	6
Ohio	2014	0	2	0	0	0	0	2
	2015	2	0	0	0	0	2	0
	2016	0	1	0	0	0	0	1
Oklahoma	2014	0	17	0	0	0	0	17
	2015	17	1	0	0	0	8	10
	2016	10	0	0	0	0	2	8
Pennsylvania	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	3	1	0	0	0	2	2
South Carolina	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	3	0	0	0	0	1	2
South Dakota	2014	3	6	0	0	0	0	9
	2015	9	1	0	0	0	1	9
	2016	9	0	0	0	0	2	7
Tennessee	2014	0	1	0	0	0	0	1
	2015	1	3	0	0	0	0	4
	2016	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Texas	2014	2	10	0	0	0	1	11
	2015	11	0	0	0	0	3	8
	2016	10	4	0	0	0	1	13
Utah	2014	7	1	0	0	0	1	7
	2015	7	0	0	0	0	1	6
	2016	6	0	0	0	0	0	6
Virginia	2014	1	2	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	1	0	0	0	0	0	1
Washington	2014	0	2	0	0	0	1	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
West Virginia	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	1	0	0	0	0	0	1
Wisconsin	2014	12	7	0	0	0	0	19
	2015	19	1	0	0	0	4	16
	2016	16	0	0	0	0	7	9
Wyoming	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
United States SubTotals	**2014**	**88**	**130**	**0**	**0**	**0**	**12**	**206**
	2015	**206**	**18**	**0**	**0**	**0**	**48**	**176**
	2016	**227**	**19**	**0**	**0**	**0**	**44**	**202**
Canada	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	1	0	0	0	1	2
UAE	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
Pakistan	2014	1	0	0	0	0	1	0
	2015	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2016	0	0	0	0	0	0	0
Turkey	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
International SubTotals	**2014**	**9**	**0**	**0**	**0**	**0**	**1**	**8**
	2015	**8**	**0**	**0**	**0**	**0**	**0**	**8**
	2016	**8**	**1**	**0**	**0**	**0**	**1**	**8**
Totals	**2014**	**97**	**130**	**0**	**0**	**0**	**13**	**214**
	2015	**214**	**18**	**0**	**0**	**0**	**48**	**184**
	2016 *	**235**	**20**	**0**	**0**	**0**	**45**	**210**

(1) The numbers shown in 2014 and 2015 are for the U-Swirl System, the CherryBerry System and the Yogurtini System The information provided in 2014 is based on initial store counts provided by USI's predecessors While USI expects that the information is correct, USI is not certain it is correct

* The numbers shown in 2016 are for the entire U-Swirl International, Inc family of self-serve yogurt brands and in addition to the brands named above, include Gracie Bleu, Aspen Leaf Yogurt, Josie's, Yogli-Mogli, Fuzzy Peach and Let's Yo

Table No 4
Status of Company-Owned Outlets[1]
For years 2014 to 2016

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Illinois	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016 *	2	0	0	0	0	2
Nevada	2014	6	0	0	0	0	6
	2015	6	0	0	0	0	6
	2016 *	6	0	0	1	0	5
Oklahoma	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2016 *	1	0	0	0	0	1
Texas	2014	1	0	0	0	0	1
	2015	1	0	1	0	1	1
	2016 *	1	0	0	1	0	0
Totals	**2014**	**8**	**0**	**0**	**0**	**0**	**8**
	2015	**8**	**0**	**1**	**0**	**1**	**8**
	2016 *	**10**	**0**	**0**	**2**	**0**	**8**

(1) The numbers shown in 2014 and 2015 are for the U-Swirl System, the CherryBerry System and the Yogurtini System The information provided in 2014 are based on initial store counts provided by USI's predecessors While USI expects that the information is correct, USI is not certain it is correct

* The numbers shown in 2016 are for the entire U-Swirl International, Inc family of self-serve yogurt brands and in addition to the brands named above, include Gracie Bleu, Aspen Leaf Yogurt, Josie's, Yogli-Mogli, Fuzzy Peach and Let's Yo

Table No 5

Projected Openings as of February 29, 2016[1]

Column 1 State	Column 2 Franchise Agreement Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company- Owned Outlets in the Next Fiscal Year
Arizona	1	1	0
California	0	1	0
Missouri	1	1	0
Nevada	0	1	0
Totals	2	4	0

(1) The numbers shown are for the entire U-Swirl International, Inc family of self-serve yogurt brands the U-Swirl System, the Gracie Bleu System, the Aspen Leaf Yogurt System, the Josie's System, the Yogurtini System, the Yogli-Mogli System, the Fuzzy Peach System, the CherryBerry System and the Let's Yo System

The names of all of the U-Swirl International, Inc Franchisees and the addresses and the telephone numbers of their franchised businesses, are listed in Exhibit H to this Disclosure Document

The name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of every USI franchisee who has had a franchised business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a USI Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document, is listed on Exhibit H-1 to this Disclosure Document

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the USI System

As of the Issuance Date of this Disclosure Document no trademark-specific franchisee organizations associated with USI are in existence

ITEM 21 FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit C are Rocky Mountain Chocolate Factory, Inc 's audited financial statements for the Fiscal Years ended February 28, 2014, February 28, 2015 and February 29, 2016 Also attached are Rocky Mountain Chocolate Factory, Inc 's unaudited financial statements for the period ending May 31, 2016

Also included in Exhibit C is a Guaranty of Performance by Rocky Mountain Chocolate Factory, Inc of USI's obligations under the Franchise Agreement and state franchise registrations

ITEM 22 CONTRACTS

Attached to this Disclosure Document are the following contracts and agreements

Exhibit B Franchise Agreement
Exhibit B-1 CherryBerry Amendment to Franchise Agreement
Exhibit B-2 Yogurtini Amendment to Franchise Agreement
Exhibit B-3 Yogli Mogli Amendment to Franchise Agreement
Exhibit B-4 Josie's Amendment to Franchise Agreement
Exhibit B-5 Aspen Leaf Yogurt Amendment to Franchise Agreement
Exhibit B-6 Let's Yo Amendment to Franchise Agreement
Exhibit B-7 Fuzzy Peach Amendment to Franchise Agreement
Exhibit B-8 U-Swirl-n-Go Amendment to Franchise Agreement
Exhibit B-9 USI RMCF Co-Brand Amendment to Franchise Agreement

Exhibit E Nondisclosure and Noncompetition Agreement
Exhibit F Prospective Franchisee Questionnaire
Exhibit G Sample General Release Agreement

There are no other contracts or agreements that must be signed by you

ITEM 23 RECEIPTS

The last two pages of this Disclosure Document are receipt pages Please sign and date each of them as of the date you received this Disclosure Document, detach the second receipt page, and promptly return it to us as specified on that page

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

California

Department of Business Oversight
320 West 4th Street Suite 750
Los Angeles CA 90013
(213) 576 7500
Toll Free (866) 275 2677

1515 K Street Suite 2000
Sacramento CA 95814
(916) 445 7205

1350 Front Street Room 2034
San Diego CA 92101
(619) 525 4044

1 Sansome Street, Suite 600
San Francisco CA 94104
(415) 972 8559

Florida

Department of Agriculture and Consumer Services
Division of Consumer Services
Mayo Building, 2nd Floor
407 South Calhoun Street
Tallahassee FL 32301
(904) 922 2770

Hawaii

Commissioner of Securities
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586 2722

Illinois

Office of Attorney General
Franchise Division
500 South Second Street
Springfield IL 62706
(217) 782 4465

Indiana

Indiana Secretary of State
Securities of Division
302 West Washington
Room E 111
Indianapolis IN 46204
(317) 232 6681

Maryland

Office of Attorney General
Maryland Division of Securities
200 St Paul Place
Baltimore MD 21202 2020
(410) 576 6360

Michigan

Michigan Department of Attorney General
Consumer Protection Division
Attn Franchise Section
525 W Ottawa Street
Williams Building 6th Floor
Lansing MI 48933
(517) 373 7117

Minnesota

Minnesota Department of Commerce
Registration and Licensing Division
85 7th Place East Suite 500
St Paul MN 55101
(651) 539 1600

Nebraska

Department of Banking and Finance
1526 K Street, Suite 300
P O Box 95006
Lincoln NE 68509
(402) 471 3445

New York

Office of the Attorney General
Investor Protection Bureau
120 Broadway, 23rd Floor
New York NY 10271
(212) 416 8236

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol Fifth Floor Dept 414
Bismarck, ND 58505 0510
(701) 328 4712

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem OR 97310
(503) 378 4140

Rhode Island

Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
Providence RI 02920
(401) 462 9527

South Dakota

South Dakota Department of Labor and Regulation
Division of Securities
124 S Euclid Avenue Suite 104
Pierre SD 57501
(605) 773 4823

Texas

Security of State
Statutory Document Section
P O Box 13563
Austin TX 78711
(512) 475 1769

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E Main Street, 9th Floor
Richmond VA 23219
(804) 371 9051

Washington

Securities Administrator
Department of Financial Institutions
Securities Division
150 Israel Road S W
Tumwater Washington 98501
(360) 902 8760

Wisconsin

Department of Financial Institutions
Division of Securities
201 W Washington Avenue
Madison WI 53703
(608) 261 9555

LIST OF 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
(213) 576 7500

Hawaii

Commissioner of Securities
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586 2722

Illinois

Illinois Attorney General
500 South Second Street
Springfield Illinois 62706
(217) 782 4465

Indiana

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis Indiana 46204
(317) 232 6531

Maryland

Maryland Securities Commissioner
200 St Paul Place
Baltimore Maryland 21202 2020
(410) 576 6360

Michigan

Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing Michigan 48910
(517) 334 6212

Minnesota

Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 500
St Paul Minnesota 55101
(651) 539 1600

New York

Secretary of State
State of New York
99 Washington Avenue
Albany New York 12231
(518) 473 2492

North Dakota

North Dakota Securities Commissioner
600 E Boulevard 5th Floor
Bismarck, North Dakota 58505
(701) 328 4712

Oregon

Director of Oregon Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem Oregon 97310
(503) 378 4140

Rhode Island

Director of Rhode Island
Department of Business Regulation
1511 Pontiac Avenue
Providence, RI 02920
(401) 462 9527

South Dakota

Director of South Dakota Division of Securities
124 S Euclid Avenue Suite 104
Pierre South Dakota 57501
(605) 773 4823

Virginia

Clerk of the State of Corporation Commission
1300 East Main Street, 1st Floor
Richmond Virginia 23219
(804) 371 9672

Washington

Securities Administrator
Washington State Department of Financial Institutions
150 Israel Road S W
Tumwater Washington 98501
(360) 902 8760

Wisconsin

Wisconsin Commissioner of Securities
201 W Washington Avenue
Madison WI 53703
(608) 261 9555

EXHIBIT B

FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC

FRANCHISE AGREEMENT

Franchisee ____

Date of Franchise Agreement ______________________________

Store Location ____

FA-2016

TABLE OF CONTENTS

U-SWIRL INTERNATIONAL, INC
FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**") is made and entered into as of the date set forth on the signature page of this Agreement (the **Effective Date**") between **U-Swirl International, Inc**, a Nevada corporation, located at 265 Turner Drive, Durango, Colorado 81301 ("**USI**"), and ______________________________, a ______________________________, located at ______________________________ ______________________ ("**Franchisee**")

RECITALS

A USI and its predecessor have created for use in the operation of U-Swirl Frozen Yogurt stores (**U-Swirl Stores**") a distinctive interior design trade dress decor, and color scheme, uniform methods of operation and equipment specifications, procedures for quality control, training and ongoing assistance, and advertising and promotional programs, all of which may be changed improved, and further developed by USI from time to time These stores do business under the service mark "U-SWIRL FROZEN YOGURT®" and other trademarks, service marks, logos, insignias domain names, trade names and trade dress owned by USI which are collectively referred to in this Agreement as the '**Proprietary Marks** " All of the knowledge, experience processes, methods, specifications, techniques, Proprietary Marks and other intellectual property, software, and information of USI available for use in the operation of the business subject to this Agreement are referred to in this Agreement as the "**System** " Much of the information related to the components of the System constitutes trade secrets of USI

B USI owns and has granted franchises to others for the operation of U-Swirl Stores using the System

C Franchisee understands and recognizes that (1) the developments and properties of USI as recited above are of considerable value, and (2) it is of importance to USI and all of its franchisees to maintain the development of the System in a uniform and distinctive manner, allowing Franchisee and all other franchisees of USI to enjoy a public image and reputation greatly in excess of that which any single franchisee could establish

D Franchisee desires to make use of the mark 'U-SWIRL FROZEN YOGURT" and to enjoy the benefits of that mark, the other Proprietary Marks, and the System and to establish a U-Swirl Store to be operated in accordance with the methods, practices, and procedures set forth from time to time by USI in its Operations Manual (as defined in **Section 2 7** below) USI is willing to grant Franchisee the right to do so under the terms, conditions and provisions set forth in this Agreement

E Franchisee recognizes the necessity and desirability of protecting the reputation goodwill, trade secrets, and confidential business information of USI, and recognizes that disclosure of trade secrets and confidential business information, including specifics of the System, to any third party will cause irreparable damage and harm to USI

AGREEMENT

I THE FRANCHISE RIGHTS, TERM, RENEWAL, AND FEES

1 1 Franchise Grant

a During the term of this Agreement, USI grants Franchisee a franchise to operate a U-Swirl Store (the "**Store**") that includes the exclusive right to use the System as provided in this Agreement, at the location (the "**Premises**") listed in the General Addendum to this Agreement, which is attached to this Agreement as **Exhibit 1** and incorporated into this Agreement by reference Franchisee may relocate the Store within its exclusive territory (as described below) only with USI s prior written consent and approval of the relocation site

b During the term of this Agreement, USI grants Franchisee a protected territory consisting of the area indicated in the General Addendum in **Exhibit 1** (the "**Territory**") If Franchisee is in full compliance with the terms of this Agreement, USI will not establish or franchise another U-Swirl Store within the Territory, unless Franchisee first gives its written consent—except that the protected rights in the Territory do not apply to franchises and stores owned by USI or its affiliates that are already in existence in the Territory (if any)

c This franchise is granted only for the Premises and Territory identified above, and grants no rights outside the Territory, nor does it include any territorial protection against competition

d Franchisee acknowledges that USI or an affiliate of USI, if any, may be operating stores under the name "U-SWIRL FROZEN YOGURT" and that those stores are similar to the Store that will be operated by Franchisee under this Agreement

e Except as specified above Franchisee acknowledges and agrees that the franchise rights granted under this Agreement are nonexclusive and USI retains the rights (1) to use and to license others to use the Proprietary Marks and the System in connection with U-Swirl Stores at any location outside of the Territory, (2) to use the Proprietary Marks and System in connection with other services and products, promotional and marketing efforts or related items or in alternative channels of distribution, including on the Internet, without regard to location (3) to use and license the use of other proprietary marks or methods in the sale of products and services similar to those which Franchisee sells, whether in alternative channels of distribution or in the operation of stores/restaurants that are the same as, or similar to, or different from U-Swirl Stores, at any location, and on any terms and conditions as USI deems desirable and without granting Franchisee any rights to them (4) to acquire, merge with or be acquired by any other business, including a business that competes directly with the Store wherever located, and (5) to implement multi-area marketing programs, including Internet and national accounts, which may allow USI or others to solicit or sell to customers anywhere USI may issue mandatory policies to coordinate multi-area marketing programs, if any

1 2 Initial Franchise Fee

The initial franchise fee for the rights granted under this Agreement is the amount listed in the General Addendum in **Exhibit 1**, and is payable prior to, or at, the signing of this Agreement

The initial franchise fee is nonrefundable

1 3 Term and Renewal

a The term of this Agreement, and the period within which Franchisee will enjoy its rights and privileges, will begin as of the Effective Date, and will terminate ten (10) years thereafter Franchisee will, however have the option to renew its franchise rights by obtaining up to two successor franchises, each for terms of ten (10) years, subject to all terms and conditions then being required of new franchisees, including the then-prevailing Royalty Fee rate

b To obtain a successor franchise Franchisee must

1 be in complete compliance with the terms of this Agreement and the then-current Operations Manual,

2 not have received more than three written notices of breach of this Agreement during its term, whether cured or not,

3 give USI written notice of Franchisee s desire to renew not less than ninety (90) days nor more than one hundred eighty (180) days before this Franchise Agreement expires,

4 pay to USI a "**Successor Franchise Fee**' of twenty percent (20%) of the then-current initial franchise fee or Five Thousand Dollars ($5 000 00), whichever is more,

5 sign the current form of Franchise Agreement and other agreements then being required of new franchisees, and return these agreements to USI (properly executed by Franchisee without changes) before the expiration of this Agreement,

6 permit representatives of USI to inspect the Store and other portions of the Premises,

7 upgrade and/or remodel the Store and the Premises as USI directs or commit to do so by a date certain that is agreeable to USI,

8 be current on all financial obligations to USI, and

9 except where prohibited by law, release all past and present claims against USI

1 4 Trade Name, Proprietary Marks, and Trade Secrets

a The license granted under this Agreement permits Franchisee, for the term of and subject to the provisions of this Agreement, (1) to operate a store at the Premises under the trade name "U-SWIRL FROZEN YOGURT" in accordance with the System, including the methods, practices, and procedures set forth from time to time in the Operations Manual, and (2) to use the Proprietary Marks in connection with the operation of the Store Franchisee has no right to license or sublicense USI's trade names any aspects of the System or the Operations Manual, or any of the Proprietary Marks b Franchisee agrees to use the Proprietary Marks only in the manner and to the extent specifically licensed by this Agreement, and only in conformity with the standards and requirements that USI has established or may establish from time to time, and which are set forth in part in the Operations Manual Franchisee further agrees that any unauthorized use or continued use of the Proprietary Marks after the termination or expiration of this Agreement will constitute irreparable harm entitling USI to seek and obtain injunctive relief

c Franchisee acknowledges and agrees that the Proprietary Marks presently owned by USI or which may be acquired in the future, constitute part of the System that valuable goodwill is associated with and attached to these marks and the other Proprietary Marks, and that any and all goodwill associated with the Proprietary Marks including any goodwill that might be deemed to have arisen through Franchisee's activities, inures directly and exclusively to the benefit of USI Further, Franchisee specifically acknowledges that certain portions of the Premises decor and design constitute unique and protectable images to the consumer, which are identified with USI and which are part of the goodwill associated with the System This trade dress" is exclusively owned by USI, and this Agreement does not grant any ownership or other interests in the trade dress to Franchisee Usage of the trade dress by Franchisee, and any goodwill established by that usage, inures to the exclusive benefit of USI

d Franchisee understands that Franchisee's license to use any or all of the Proprietary Marks is non-exclusive and relates solely to the operation of the Store

e Except for use in strict compliance with this Agreement Franchisee shall not, directly or indirectly, apply to register, register, or otherwise seek to use or control, or in any way use in any place, the mark "U-SWIRL FROZEN YOGURT ' any other of the Proprietary Marks, or any of the other marks or trade dress owned by or licensed to USI (or any portion of them), or any confusingly similar form or variation, nor will Franchisee assist any others to do so

f Franchisee agrees that during the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest or aid a third party in contesting the validity or ownership of the Proprietary Marks, or any other marks or trade dress owned by or licensed to USI

g Franchisee shall not post any of USI's confidential information on the Internet, and Franchisee shall not post any USI copyrighted material or information on the Internet without USI s prior written permission, nor will Franchisee assist any other party in doing so Franchisee shall not maintain an Internet site or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the franchised business without USI's prior written approval, which USI may withhold for any reason Franchisee agrees that it must obtain USI s prior written approval for any Internet domain name and/or home page address owned or controlled by Franchisee that includes any of the Proprietary Marks which approval may be withheld by USI for any reason Franchisee agrees to submit to USI for its approval before use true and correct printouts of all website pages Franchisee proposes to use in its website in connection with the franchised business (if any) Franchisee will only use material that USI has approved Franchisee's website must conform to all of USI's website requirements, whether set forth in the Operations Manual or otherwise If USI grants approval for a website (1) Franchisee shall not use any of the Proprietary Marks at the site except as USI expressly permits (2) if Franchisee wishes to modify its approved site, all proposed modifications must also receive USI's prior written approval, (3) Franchisee explicitly understands that it must not post on its website any material in which any third party has any direct or indirect ownership interest (including video clips, photographs, sound bites, copyrighted text, trademarks or service marks or any other text or image in which any third party may claim intellectual property ownership interests), (4) Franchisee agrees to list on its website any website maintained by USI, and any other information USI requires in the manner USI dictates (5) Franchisee agrees to provide all hyperlinks or other links that USI requires, and (6) Franchisee agrees that USI may provide on the USI website a link to Franchisee's website The requirement for USI's prior approval set forth in this Section will apply to all activities on the Internet or other communications network to be conducted by Franchisee, except for e-mail communications as follows Franchisee must maintain at least one e-mail address specifically for business use including for communications between Franchisee and USI Franchisee may conduct individual e-mail communications with other parties without USI's prior written approval—provided that the e-mail address(es) and communications comply with all of USI's requirements as stated in this Agreement and the Operations Manual

h USI claims all copyrights in the Operations Manual, and in its menus, recipes and other written materials developed by USI Franchisee agrees to follow USI's rules regarding the use of the copyrighted materials of USI and not use such materials in any unauthorized manner

i Franchisee shall immediately refer to USI (1) any infringement or challenge to the validity or ownership of the trademark/service mark "U-SWIRL FROZEN YOGURT" or any of the other Proprietary Marks or copyrights of USI (2) any complaints made by customers to the media or the public, including use of the Internet in connection with the use of these names and Proprietary Marks or copyrights of USI, or (3) any acts of unfair competition, whether by Franchisee or by third parties that interfere with the relationship of the parties to this Agreement or the relationship between USI and other franchisees The notification must include all information that is available to Franchisee concerning the infringements or acts of unfair competition

j Franchisee shall cooperate with USI in any legal action against third parties brought by USI relating to this Agreement, or to the Proprietary Marks or copyrights of USI by providing to USI information or evidence available to Franchisee as USI may request USI will have full and complete control of any legal or informal action to stop acts of unfair competition or infringement of its Proprietary Marks or copyrights of USI, and USI alone will decide whether any legal action will be taken Franchisee has no right to participate in the action or decision without written permission from USI

1 5 Use of Name

a Franchisee shall operate, advertise, and promote the Store under the name "U-SWIRL FROZEN YOGURT" with no accompanying words or symbols of any nature, except as may be otherwise required by USI or by law

b Franchisee shall not use as part of its business entity name any of the Proprietary Marks, including "U-SWIRL," any trade names of USI, or any form, portion, or variation of the Proprietary Marks or such trade names, including 'USI' or "USY" Franchisee shall not use any of the Proprietary Marks of USI, or any form, portion, or variation of the Proprietary Marks as part of an electronic mail address or on any sites on the Internet, without the prior written consent of USI which consent may be withheld for any reason

c Upon the expiration or termination of this Agreement for any cause (1) Franchisee will thereafter refrain from using the Proprietary Marks of USI in any of its business or advertising materials, and (2) upon USI's request, Franchisee will execute and have properly filed and recorded all documents necessary or desirable to effect the cancellation or termination by Franchisee of any filing or recording by Franchisee of any document containing the words "U-SWIRL FROZEN YOGURT" or other Proprietary Marks of USI, or any form, portion, or variation thereof The prohibitions on subsequent use apply to the use of the words "formerly," "former,' "formerly associated' or any words conveying similar meaning and used in conjunction with the Proprietary Marks

1 6 Royalty Fee, Reports, Late Charge

a As additional consideration for the rights granted to Franchisee in this Agreement, Franchisee shall pay USI a "**Royalty Fee**" of six percent (6%) of the Net Sales resulting from the operation of Franchisee's business from the Premises

b "**Net Sales**" are defined as all charges and receipts from any activities conducted in, or in connection with the Store or on the Premises, including sales made away from the Store (such as in catering), less sales and use taxes, discounts, and refunds

c Franchisee shall provide to USI (1) by Tuesday of each week a report of Net Sales during the prior week (a '**Weekly Sales Report**"), and (2) by the fifth (5th) day of each month reports of Net Sales and profit and loss for the prior month (a **Monthly Sales Report**") each on forms approved or furnished by USI, in accordance with the provisions of **Section 2 13** of this Agreement

d The continuing Royalty Fee payment is due and payable on Wednesday of each week based on the Net Sales during the preceding week

e Franchisee shall participate in an electronic funds transfer program under which USI automatically deducts from Franchisee's bank account the Royalty Fee, the advertising fees (as specified in **Section 2 11**), and other payments owed to USI, and Franchisee agrees to sign and keep current the Electronic Funds Transfer Authorization Agreement attached to this Agreement as **Exhibit 4** and incorporated into this Agreement by this reference (the '**EFT Agreement**") Franchisee shall advise USI of any changes to Franchisee's bank account and Franchisee shall sign a then-current version of the EFT Agreement within five (5) business days from the date Franchisee changes its bank account or any relevant banking relationship If Franchisee has not delivered its Weekly Sales Report to USI by Tuesday of the current week, USI will be entitled to deduct from Franchisee's bank account an amount of the Royalty Fee, the advertising fee, and other fees estimated by USI to be owed to USI for the prior week If the estimated deduction is more than the amount later determined to be owed by Franchisee, USI shall credit the excess amount against the next Royalty Fee payment due from Franchisee If the estimated deduction is less than the amount later determined to be owed by Franchisee, then Franchisee shall pay USI the balance due in the next Royalty Fee payment, along with the late fee and/or interest as described below Use by USI of this estimation procedure does not constitute a waiver by USI of its right to pursue any and all other remedies available to it, including termination of this Agreement f If Franchisee fails to pay USI when due any Royalty Fee advertising fee, or any other amount due under this Agreement, or if an electronic funds transfer is not completed as a result of a lack of available funds or other circumstance beyond USI s control, Franchisee shall pay USI, in addition all amounts then due, (1) a late fee of twenty-five dollars ($25) per occurrence, unless waived by USI at its sole option, plus (2) beginning on the day after the payment was due, the lesser of one and one-half percent (1½%) interest per month or the highest rate allowed by applicable law until paid in full This charge will not constitute a waiver of any of USI's rights under this Agreement

g USI has instituted a program for all franchisees to sell or otherwise issue gift cards As the Gift Card program is part of the System, Franchisee shall participate by offering Gift Cards to Franchisee's customers and honoring all Gift Cards presented to Franchisee as payment for products, regardless of whether the Gift Card was issued by Franchisee or another USI Store

Franchisee shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by USI in the Manual or otherwise in writing All funds from sales of Gift Cards shall be retained in a separate account which is maintained by USI The funds in this account will not be utilized for any other purpose Each franchisee's account will be debited or credited, as applicable, to account for sales and redemptions of Gift Cards

1 7 Business Entity

Franchisee shall place on the face of each of its stock certificate or on a sticker attached to the certificate, or in the limited liability company operating agreement or the partnership agreement of the entity (as applicable), a reference to the restriction on transfers contained in this Agreement If Franchisee is a corporation, limited liability company, partnership or other multiple owner entity USI may require its five (5) percent or greater shareholders, partners, members, or other owners to individually execute this Agreement and/or the Guaranty and Assumption of Franchisee's Obligations, which is attached to this Agreement as **Exhibit 2**, and incorporated into this Agreement by reference, to bind themselves to the provisions of this Agreement

1 8 Governing Documents of Franchisee

Prior to the execution of this Agreement Franchisee shall provide to USI a copy of Franchisee's governing documents, including Articles of Incorporation, Articles of Organization, Certificate of Limited Partnership, By-Laws, Partnership Agreement, or LLC Operating Agreement, or similar agreements (as applicable), and any agreements involving persons or entities holding an interest in the franchise, so that USI can be assured that Franchisee can comply with its commitments under this Agreement Subject always to the restrictions and requirements of Article III of this Agreement, Franchisee shall provide to USI copies of any change(s) to these documents promptly upon adoption of the change(s) so that USI receives notice of the change(s) within three (3) business days after adoption of the change(s)

1 9 Existence of Various Forms of Franchise Agreements

Franchisee acknowledges that present and future franchisees of USI may operate under a number of forms of franchise agreements, and consequently USI's obligations and rights with respect to its various franchisees may differ materially in certain instances The existence of different forms or versions of the franchise agreement does not entitle Franchisee to benefit from any such difference, nor does it operate to alter or amend the agreement of the parties set forth in this Agreement

II ESTABLISHMENT AND OPERATION OF THE FRANCHISE

2 1 Store Premises, Approval of Lease

a Franchisee must at all times during the term of this Agreement operate the Store from the Premises approved by USI, which Premises may be leased or owned by Franchisee

b If the Premises will be leased from a third party before signing the lease or making any other binding commitment to lease the Premises Franchisee must provide a copy of the proposed lease to USI for its review and approval USI may provide Franchisee with comments concerning changes that are required for USI to approve the lease or that USI suggests Franchisee try to negotiate with the landlord to make the lease more reasonable for Franchisee and its business USI will not, however, negotiate the lease on Franchisee's behalf Franchisee must receive USI's approval of the final version of the lease USI reserves the right to require the Franchisee and the landlord to enter into an addendum to the lease setting forth additional terms for the benefit of the Store or the System If Franchisee receives a loan for which funding is provided with the assistance of the United States Small Business Administration and if an addendum to the lease allows USI to assume the lease, such as on default by Franchisee, that right will not be recorded against the real property unless and until that right is exercised in which case USI s interest will be subordinated to the loan and will not include any attornment language

2 2 Construction or Remodeling of Store and Premises

a All construction or remodeling of the Store and the Premises exterior and interior including areas in Franchisee s control around the Store must be in accordance with the standards and specifications of USI as may be specified in the Operations Manual or other document delivered by USI to Franchisee, and any local governing body (i e , city, county, etc)

b Any plans for changes to the landscaping of and parking space on the Premises (if under the control of Franchisee) must be approved by USI in writing before the plans are implemented

2 3 Restricted Use of Premises

Franchisee shall not wholly or partially sublet the Premises without USI's prior written consent The Premises may be used only for the operation of a U-Swirl Store in compliance with this Agreement, the lease for the Premises (if applicable) and the Operations Manual Franchisee shall not conduct other businesses or activities on the Premises without USI s prior written consent

2 4 Licenses and Permits

Before the commencement of operations, Franchisee shall obtain all licenses and permits necessary to acquire and operate the Store, including all business licenses and health code licenses or permits USI shall assist Franchisee with obtaining such licenses and permits which assistance will be limited to providing Franchisee with information on the types of licenses and permits required and the name of the agency from whom such licenses or permits are obtained (if known to USI)

2 5 Commencement of Operations

Unless otherwise agreed in writing by USI and Franchisee, Franchisee has one hundred eighty (180) days from the date of this Agreement within which to complete the initial training program, described in Section 6 1 of this Agreement, develop the Franchised Location and commence operation of the USI Store Failure to commence operations within this time frame shall constitute grounds for termination under Article 18 of this Agreement USI will extend the time in which Franchisee has to commence operations for a reasonable period of time in the event factors beyond Franchisee's reasonable control prevent Franchisee from meeting this development schedule so long as Franchisee has made reasonable and continuing efforts to comply with such development obligations and Franchisee requests, in writing, an extension of time in which to have its USI Store established before such development period lapses However notwithstanding USI's written agreement to extend Franchisee s development period, if more than two hundred seventy (270) days elapse between the date of this Agreement and the commencement of operation of the USI Store, USI reserves the right, in its sole discretion, to require Franchisee to execute USI's then current form of Franchise Agreement or an amendment to this Agreement to conform this Agreement with the terms of the then current Franchise Agreement

2 6 Food, Beverages and Supplies

a USI will provide Franchisee with information about food and beverage items (if any) that USI approves for sale in U-Swirl Stores Franchisee must offer in the Store all food, beverage, and other items, and all services USI specifies from time to time, except with USI's prior written consent Franchisee shall not offer, sell, or serve in its Store any food, beverage, or other items or services, not approved by USI Franchisee shall use only ingredients and supplies that are in compliance with the standards as set forth in the Operations Manual or other documents provided by USI, as they presently exist or exist in the future Franchisee shall purchase only from approved suppliers which may include USI or an affiliate of USI all of Franchisee's requirements for supplies, food, and/or beverage items as specified in the Operations Manual, or other documents provided by USI, as they presently exist or exist in the future USI may conduct testing and sampling of food and/or beverages at the Store to better assure quality and taste control

b USI may from time to time designate one or more exclusive suppliers of trademarked supplies and/or goods sold in the Store Franchisee must purchase all items of the type designated that are sold or used by its Store from the exclusive supplier or suppliers, as specified by USI

2 7 Equipment and Signs

a Unless otherwise approved of by USI in writing, and except as specified in this Agreement Franchisee must acquire all equipment fixtures, furniture, and signs used in the operation of the Store from suppliers approved by USI, which may include USI or an affiliate of USI b Franchisee must purchase or lease and use in the Store an electronic cash register system meeting USI's specifications USI may change the components of the required cash register system or convert to another system, and Franchisee agrees to make the change or conversion If USI requires Franchisee to change the components of the system, it will allow Franchisee not less than thirty (30) days to make the change If USI requires Franchisee to convert to a different system, it will allow Franchisee not less than ninety (90) days to make the conversion

c Franchisee must purchase or lease and use in the Store a computer system (separate from the electronic cash register system) meeting USI's specifications USI may change the specifications for the computer system If USI changes the specifications for the computer system, it will allow Franchisee not less than thirty (30) days to obtain a new computer and/or computer peripherals that meet the new specifications

d Franchisee must obtain and maintain during the term of this Agreement annual maintenance agreements for the electronic cash register system and computer system that meet USI's specifications

e Franchisee understands and agrees that USI has the right, at any time, to establish a system to independently access Franchisee's sales information through the electronic cash register system Franchisee understands and agrees that USI has the right, at any time, to establish a system to independently access all information in Franchisee s computer system used in the Store

f Franchisee is required to purchase or obtain an accounting system and computer software as specified by USI from time to time in the Operations Manual or in other notifications from USI to Franchisee USI may in the future develop, or cause to be developed proprietary software of USI require Franchisee to enter into a license agreement with USI (in a form specified by USI) for a license to use that software, and require Franchisee to use that software in its franchised business

g Franchisee must obtain and maintain high-speed Internet access, which includes the ability to send and receive e-mail over the Internet, from a service provider meeting the minimum specifications established from time to time by USI

h USI shall provide Franchisee with a list of exclusive (if any) and approved suppliers, and approved products and services to be sold and used in the Store, and advice with respect to USI specifications

2 8 Operations Manual

a USI will loan to Franchisee during the term of this Agreement a copy of the USI "**Operations Manual**," which may consist of one or more manuals, binders bulletins and/or other written materials, and which is formally incorporated as part of this Agreement by reference At all times, Franchisee will strictly comply with the procedures standards and specifications, and other provisions set forth in the Operations Manual Franchisee shall not offer anything in or from the Store that is not authorized by the Operations Manual or otherwise approved by USI The Operations Manual must be returned to USI, as stated below, upon termination or expiration of the franchise or this Agreement b USI has the right to make changes to the Operations Manual, and Franchisee agrees to update its Operations Manual with, abide by and incorporate into its Store operations any such changes within thirty (30) days of notice of such changes

2 9 Training, Opening Team

a USI will provide an initial training program for the System as described in the U-Swirl International, Inc Franchise Disclosure Document provided by USI to Franchisee (the '**Initial Training Program**') for to up to two (2) individuals associated with Franchisee without a tuition charge The Initial Training Program attendees must include Franchisee, if Franchisee is an individual that will participate personally in the direct operation of the franchised business, or a person designated by Franchisee to assume primary responsibility for the overall management of the Store (the "**Principal Representative**") That person must be certified by USI, in USI's sole determination as having successfully completed the Initial Training Program ("**Certified**") USI recommends that in addition to the Store manager, one or more assistant managers also attend the Initial Training Program The Initial Training Program will be provided to Franchisee at USI's headquarters and/or another location designated by USI

b USI will make the Initial Training Program available to other members of Franchisee's management staff during the term of the Franchise Agreement, when space is available in a regularly scheduled program The training is provided at USI's then-current rate

c All expenses for travel, lodging, meals wages (if any), and other expenses of individuals associated with Franchisee that attend the Initial Training Program must be paid by Franchisee or the attendee USI will not pay, or reimburse Franchisee or any attendee for, his or her expenses incurred in attending the training program

d USI must be notified of the identity of the manager, and unless Franchisee is only one individual and the Store will be managed by Franchisee, USI has the right to approve or disapprove of the manager That person must be able to read, write, and speak English well enough to communicate well with customers and with representatives of USI, and must also be Certified by USI If Franchisee owns more than one U-Swirl Store, each of Franchisee's U-Swirl Stores must have its own manager, who is not disapproved by USI, who is Certified, and who is able to read write and speak English well enough to communicate well with customers and with representatives of USI

e If a change in the manager of the Store occurs, USI must be notified of the identity of the new manager, and USI has the right to approve or disapprove of the manager That person must be able to read write and speak English well enough to communicate well with customers and with representatives of USI, and also be Certified within ninety (90) days of becoming the manager

f A final examination will be given at the end of the Initial Training Program to determine whether an attendee will be Certified Successful completion of the Initial Training Program by Franchisee or one or more individuals associated with Franchisee does not guarantee that this Franchise Agreement will not be terminated at any time according to the terms of this Agreement g Franchisee acknowledges and agrees that USI may modify the Initial Training Program from time to time

h Prior to attending the Initial Training Program, any individual affiliated with Franchisee that has not already done so must execute a nondisclosure and noncompetition agreement in a form provided by USI

i USI may, but is not obligated to, present seminars, national or regional conventions, continuing development programs or other meetings Some of these may be voluntary, and in that situation, the attendance of Franchisee or its Principal Representative (as applicable) is not required However Franchisee or its Principal Representative (as applicable) must attend any mandatory seminars, programs, or meetings USI conducts, not to exceed one of these programs per year USI will give Franchisee at least thirty (30) days prior written notice of any seminar convention, program, or meeting that is mandatory All mandatory programs will be offered without a tuition charge if USI conducts the program However, USI may allocate the costs incurred in holding the training programs, seminars, conventions, or meetings including expenses for the facility, materials, food or activities that are associated with attendance at these programs, equally among the training program attendees Franchisee will be responsible for the cost of all transportation, lodging, meals, and other expenses of persons associated with Franchisee while attending these programs If Franchisee or its Principal Representative (as applicable) fails to attend a program at which attendance is deemed mandatory, USI may, without waiving any other rights, require Franchisee or its Principal Representative (as applicable) to attend and complete a make-up or alternative program at a location determined by USI, and Franchisee will be responsible for the costs of the make-up program

j Franchisee agrees that Franchisee or its Principal Representative, and the Store manager(s), assistant manager(s), and its staff (if the manager(s) and assistant manager(s) is/are a person(s) other than Franchisee or the Principal Representative) will participate in any other continuing training program provided by USI through the medium of inspections, bulletins, manuals and other literature, and that they will comply with the directives and instructions contained in those documents or delivered during or after inspections

k Except as specified below USI will furnish to Franchisee, at USI's expense, an **Opening Team**" of two representatives of USI, for up to three days as determined by USI to be appropriate, to assist in the training of Franchisee's employees and in establishing local procedures for the Store This assistance is furnished at the Store immediately prior to and during the initial opening of the Store

2 10 Confidentiality and Covenant Against Competition

a Franchisee acknowledges that much of the information imparted to Franchisee by USI is confidential, constitutes trade secrets and remains the sole exclusive property of USI Confidential information includes (1) ingredients recipes, and methods of preparation of food and beverages, (2) methods of operation of U-Swirl Stores, (3) information about products, services or procedures before they become public knowledge, and (4) other information disclosed to Franchisee through confidential notifications and the Operations Manual Franchisee further acknowledges that USI s confidential information and trade secrets are unique and novel to Franchisee Franchisee shall not disclose any such information, except as authorized by USI Franchisee shall return all materials such as the Operations Manual recipes, menus, brochures and the like, and other materials received from USI, to USI upon the expiration or termination of this Agreement for any cause

b Before disclosing confidential information or trade secrets to its employees or other representatives, Franchisee shall require those people to sign confidentiality agreements in a form supplied by, or approved by, USI, binding those people not to disclose the information except as may be authorized in the agreement Franchisee agrees it will take all steps necessary at Franchisee s own expense, to protect the confidential information and trade secrets mentioned in this Agreement Neither Franchisee nor any employee of Franchisee will divulge this information to anyone without USI s prior written consent

c During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any cause, Franchisee shall not engage in any business In Competition with any U-Swirl Store The provisions of this Agreement bind Franchisee in any capacity including as a franchisor, franchisee, sole proprietor officer director, partner, limited liability company manager or member, stockholder or employee Notwithstanding the prior sentences, Franchisee will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent not more than 2% of the total securities of that entity issued and outstanding For purposes of this provision, "**In Competition**" means the franchising or operation of a business similar to a U-Swirl Store (including any business offering yogurt or other frozen dessert products for sale) at the Premises, or within a geographical area consisting of (1) during the term of this Agreement anywhere else, and (2) after termination of this Agreement, a three (3) mile radius from the location of any U-Swirl Store, U-Swirl-n-Go Store, CherryBerry Store and Yogurtini store (including the store(s) owned or formerly owned by Franchisee) The terms "U-Swirl Store,' ' U-Swirl-n-Go Store,' "CherryBerry Store" and "Yogurtini store' include not only the stores now in existence, but also those established at a later date The term of this covenant will be extended by any time consumed in litigation or arbitration to enforce it, in both trial and appellate courts, if applicable

d During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any reason, Franchisee shall not divert or attempt to divert any business, customers, or potential customers of the System or the CherryBerry franchise system or the Yogurtini franchise system to any competitor, by direct or indirect inducement or otherwise In addition, Franchisee shall not at any time do or perform any act, directly or indirectly which harms the goodwill or reputation of the System or the CherryBerry franchise system or the Yogurtini franchise system

e If a court or arbitrator of competent jurisdiction determines that restrictions in **Section 2 10 c** or **Section 2 10 d** above are excessive in time, geographic scope, or otherwise, the court or arbitrator may reduce the restriction to the level that provides the maximum restriction allowed by law

2 11 Operating Standards

a Unless otherwise agreed in writing by USI and Franchisee, Franchisee must commence operations of its Store no later than one year after the Effective Date of this Agreement, or USI may terminate this Agreement b Franchisee (if Franchisee is one or more individuals) or the Principal Representative must personally participate in the direct operation and management of the franchised business, and use his or her best efforts and constant personal attention in the day-to-day operations of the Store Franchisee or the Principal Representative (as applicable) must live in the locality where the Store is located or if multiple franchises are owned by the same Franchisee, Franchisee or the Principal Representative must live in the general area where the Stores are located

c Franchisee must operate the Store in accordance with USI s standards of food quality, cleanliness and customer service, and Franchisee shall conduct and maintain the Premises so as not to distract from or interfere with the integrity and standards of USI Franchisee shall at all times comply with the terms of this Agreement and the Operations Manual as they presently exist or exist in the future, and all applicable laws, rules, ordinances and regulations of governmental authorities pertaining to the operation of the Store Franchisee must at all times maintain the building, equipment, fixtures and furniture of the Store to the standards of USI

d Franchisee agrees to refrain from performing any act or engaging in any conduct either directly or indirectly which is or may be injurious or prejudicial to the good will associated with the Proprietary Marks or the System Franchisee acknowledges that any such acts or conduct will cause irreparable harm to USI and the Proprietary Marks, and will entitle USI to seek and obtain injunctive relief

e Franchisee is solely responsible for the hiring of its employees to operate its Store Franchisee will maintain at all times a staff of competent, trained employees sufficient to operate its Store in compliance with USI's standards and applicable law Franchisee shall carefully screen all employees before employing them to ascertain their fitness for employment in the food service industry If Franchisee learns, or if USI advises Franchisee that it has learned, that one or more employees cannot meet the standards imposed by all laws and regulations applicable to operation of the Store and employees of the Store in their capacities as employees, Franchisee shall proceed as follows Franchise shall promptly investigate the situation and promptly discharge the employee or employees if they are in violation of any of those laws and/or regulations, unless Franchisee reasonably believes that discharging the employee under the applicable circumstances will, or is likely to, violate any applicable laws or regulations Franchisee must, however still be in full compliance with this Agreement

f Franchisee shall operate the Store in compliance with all applicable laws, rules, ordinances and regulations, including all such laws, rules, ordinances and regulations related to health and safety Franchisee shall notify USI of, and shall promptly correct any such health and safety violations In the case of any health or safety law violation, or a violation of any health or safety standard of USI, USI may require Franchisee to close the Store until the violation(s) are cured and/or terminate this Agreement, in accordance with **Section 5 2** below

g At Franchisee's expense, Franchisee must maintain at all times during the term of this Agreement a dedicated business telephone line for the Store

2 12 Advertising Obligations

a At all times, Franchisee shall operate the franchised business under the trade name "U-SWIRL FROZEN YOGURT," unless advised otherwise in writing by USI, and Franchise shall advertise the Store and its services on a scale consistent with the volume of business and in keeping with reasonable business practices Each month, Franchisee must spend at least an amount equal to one percent (1%) of its Net Sales from the prior month on advertising in the area where the Store is located (the **Local Advertising Expenditure**') The Local Advertising Expenditure will, however, be reduced proportionately but to not less than 0% by any amount that USI requires Franchisee to contribute to an Advertising Cooperative (as defined below)

b Franchisee may create and place its own advertising and promotional materials at its own expense however all advertising, including any pages on the Internet, and promotions and the target audience, must be approved by USI in writing before Franchisee uses them, and they must comply with USI's standards USI may notify Franchisee of advertising approval or rejection by facsimile or e-mail (if Franchisee has provided a facsimile number and/or e-mail address to USI), in addition to other means permitted by this Agreement If USI does not notify Franchisee of its approval or rejection of any advertising or promotional materials within fifteen (15) days after they are received by USI, they will be deemed approved Franchisee must, however, discontinue use of any advertising and promotional materials if instructed to do so by USI

c Except for the time periods in which Franchisee is participating in an Advertising Cooperative and paying all of its Local Advertising Expenditure to the Advertising Cooperative, Franchisee must keep records of its expenditures on local advertising (such as invoices and receipts) make those records available for inspection by USI, as specified in **Section 2 13** and **Section 2 14** of this Agreement If requested to do so by USI Franchisee shall submit to USI within fifteen (15) days after the end of each month proof of Franchisee's local advertising expenditures during the prior month

d Franchisee in participating in advertising programs designated by USI, must utilize only approved formats

e A dominant marketing area (a "**DMA**") is a metropolitan market where the local radio and television coverage encompasses multiple locations of U-Swirl Stores and/or U-Swirl-n-Go Stores If the Store is located in a DMA, and if USI establishes a regional advertising program (an "**Advertising Cooperative**) for the benefit of U-Swirl Stores/U-Swirl-n-Go stores (as applicable) located in that DMA, Franchisee will be required to be member of the Advertising Cooperative In that situation, USI will direct Franchisee to pay to the Advertising Cooperative each month an amount equal to up to three percent (3%) of its Net Sales from the prior month Franchisee will not be required to spend more than 3% of its Net Sales on advertising, so all or a part of Franchisee's Local Advertising Expenditure and/or Advertising Fund Fee (as defined below), may be eliminated or redirected USI may establish other requirements for an Advertising Cooperative, and Franchisee must comply with those requirements, but no such requirements will conflict with the provisions of this Agreement

f USI has established a national advertising fund for the System for the U S (the '**Advertising Fund**) USI may, but is not required to, direct certain suppliers to pay to the Advertising Fund rebates based on purchases of products by USI's franchisees If and when USI determines that the System has grown to a sufficient size (in USI's sole determination), in addition to the advertising obligations described above in this Agreement, Franchisee shall pay each week to USI, or if instructed to do so by USI, directly into the Advertising Fund, an amount equal to up to one percent (1%) of Franchisee s Net Sales from the prior week (the

"**Advertising Fund Fee**") The Advertising Fund Fee will be reduced proportionately by the amount USI requires Franchisee to contribute to an Advertising Cooperative, but to not less than 0% Funds paid by Franchisee pursuant to this provision will be kept in a separate Advertising Fund account, apart from other funds of USI, except for the reimbursement of USI costs and expenses related to the administration of the Advertising Fund by USI as mentioned below Each payment must be made by Franchisee with its weekly Royalty Fee payment (as described in **Section 1 6** above), and received by USI, or if applicable, the Advertising Fund, no later than Wednesday of each week, for the prior week

g The Advertising Fund proceeds may be used for researching, preparing maintaining, administering, and directing advertising and promotional materials and public relations programs including production of commercial print radio television, magazine, newspaper Internet advertising, direct response literature, direct mailings, brochures, collateral material advertising surveys of advertising effectiveness, and other advertising or public relations expenditures USI may reimburse itself from the Advertising Fund for administrative costs, including the salaries of USI employees administering the advertising services independent audits, reasonable accounting, bookkeeping, reporting, and legal expenses, taxes and all other reasonable direct or indirect expenses that USI or its authorized representatives incur with the programs funded by the Advertising Fund USI may establish an in-house advertising department or form an affiliated company to place advertisements using the Advertising Fund and to charge for performing advertising services up to the highest rate charged for similar services by any recognized advertising agency not owned in whole or in part by USI or its officers, directors, or employees

h USI does not guarantee that advertising expenditures from the Advertising Fund will benefit Franchisee or any other franchisee directly or on a pro rata basis USI is not obligated to spend money from the Advertising Fund on advertising in the geographical area in which the Store is located Except as described in this Agreement, USI assumes no direct or indirect liability or obligation to collect amounts owed to the Advertising Fund, or to maintain, direct, or administer the Advertising Fund

i Money in the Advertising Fund not spent in any fiscal year will be carried forward to the following fiscal year None of the fees in the Advertising Fund will be used for advertising that is principally a solicitation for the sale of franchises, but advertising may include a telephone number, website address and/or an e-mail address for interested parties to contact USI concerning franchise opportunities

j Upon request by Franchisee, USI will make available to Franchisee no later than ninety (90) days after the end of each fiscal year of USI, an unaudited financial statement for the Advertising Fund that shows how amounts in the Advertising Fund have been spent during the prior year

k Franchisee must spend at least $5,000 on advertising and promotion prior to, and in connection with the grand opening of the Store, according to guidelines provided to Franchisee by USI This expenditure is in addition to the Local Advertising Expenditure

l USI shall make available to Franchisee the advertising and promotional materials and other marketing information that USI may develop and make available to its franchisees generally USI may pass the costs of these materials to Franchisee by charging Franchisee for the use or purchase of the materials or information m During the term of this Agreement, Franchisee must obtain and maintain, at its expense a listing in one or more online telephone directories specified or approved by USI

2 13 Right to Inspect

Representatives or designees of USI have the right to enter and examine or inspect the Store and the Premises during business hours and at other times agreeable to Franchisee At the time of any such examination or inspection USI or its representatives or designees may give advice and assistance to Franchisee related to the management and operation of the Store Franchisee must promptly remedy any deficiency found by the inspector At all times, representatives and designees of USI must be given free access to Franchisee s books and records pertaining to the franchised business, and they may audit those books and records if USI, in its sole determination deems an audit necessary or desirable Representatives or designees of USI may conduct such tests and inspections as they deem necessary or desirable to verify Net Sales and compliance with this Agreement If an inspection or audit is undertaken because of Franchisee's failure to submit to USI reports required by this Agreement or the Operations Manual, if Franchisee does not cooperate with USI in any inspection or audit, or if any inspection or audit reveals that Franchisee has underreported Net Sales by more than three percent (3%), Franchisee shall, within thirty (30) days, pay to USI or reimburse USI for (1) all of the costs and expenses incurred by USI or its representatives or designees in conducting the audit or inspection, including attorneys and accountants' fees and costs, (2) all unpaid Royalty Fees, Advertising Fund Fees and/or other amounts owed to USI or any Advertising Fund, and (3) interest from the date payment was due at a rate of the lesser of one and one-half percent (1½%) per month or the highest rate permitted by law These payments will be without prejudice to any other remedies USI may have under this Agreement or applicable law, including the right to terminate this Agreement, without opportunity to cure, in the case of intentional underreporting of Net Sales

2 14 Books, Records and Reports

USI will provide to Franchisee information regarding the record keeping systems to be used by Franchisee in the Store Franchisee shall keep full, complete, and accurate books and accounts in accordance with U S generally accepted accounting principles, and in the form and manner prescribed below or as from time to time further prescribed by USI Franchisee agrees to submit reports and data to USI electronically if USI advises Franchisee to do so Franchisee agrees to do all of the following

a Submit to USI on a USI-approved form (1) on or before Tuesday of each week, a signed report of Net Sales during the prior week and (2) on or before the fifth (5th) day of each month a signed report of Net Sales during the preceding calendar month

b Submit to USI, on or before the fifth (5th) day of each month on a USI-approved form, a profit and loss statement for the Store for the preceding calendar month prepared in accordance with U S generally accepted accounting principles

c Submit to USI on a USI-approved form, within forty-five (45) days after the end of each calendar year, commencing with the Effective Date of this Agreement, a profit and loss statement for the year and a balance sheet (including a statement of retained earnings or partnership account) as of the end of the period Annual financial statements must be certified by an independent accountant that is acceptable to USI

d Submit to USI, at the times required, such other periodic forms, reports and information as may from time to be time be prescribed by USI

e Preserve, in the English language and for the time periods set forth below, all accounting records and supporting documents relating to the Franchisee's operation of the Store (referred to below as the '**Records**"), including

1 daily cash reports,

2 cash receipts journal and general ledger,

3 cash disbursements journal and weekly payroll register,

4 monthly bank statements, and daily deposit slips and canceled checks,

5 all tax returns, including personal returns of Franchisee, if Franchisee is one or more individuals, or of Franchisee s shareholders, limited liability company members, partners, or other owners (as applicable) if Franchisee is an entity,

6 suppliers' invoices (paid and unpaid),

7 dated cash register tapes (detailed and summary)

8 daily production, throwaway, and finishing records, and weekly inventories,

9 records of promotion and coupon redemptions,

10 records of all outside sales,

11 records of local advertising expenditures, as specified above, and

12 such other records as USI may from time to time request

f Record all sales on an electronic cash register system meeting the standards and specifications of USI

g File all federal and state tax returns of Franchisee on a timely basis, and provide copies of them to USI USI may require that tax returns from all shareholders, limited liability company members partners, or other owners of Franchisee be provided to USI, if Franchisee is other than an individual

h During the term of this Agreement Franchisee shall preserve the Records for at least its current fiscal year and for the three (3) immediate preceding fiscal years For three (3) years after the date of any transfer of an interest in this Agreement, the transferor of such interest will preserve the Records for its last three (3) fiscal years of operation under this Agreement For three (3) years after the expiration of the term of this Agreement (or after any earlier termination) Franchisee shall preserve the Records for its last three (3) fiscal years of operation under this Agreement

2 15 Continued Operation of Business

After Franchisee has begun full operation of the Store Franchisee may not discontinue full operation of the Store without USI's prior written consent If USI, in its sole discretion, consents to a temporary discontinuance of operation, then Franchisee must reopen the Store no later than the date designated by USI in its written consent

2 16 Hours of Operation

Except with the prior written consent of USI, which consent will not be unreasonably withheld in the case of requirements imposed by the landlord of leased premises for the Store, Franchisee shall keep the Store open for business to the public and lighted and staffed seven (7) days per week, at least from 11 00 a m to 11 00 p m Sunday through Thursday, and 11 00 a m to midnight Friday and Saturday, excluding Christmas day or during such other hours as USI may designate from time to time in the Operations Manual

2 17 Additional Assistance of USI

a Upon the reasonable request of Franchisee, USI will consult with Franchisee by telephone, facsimile transmission, or e-mail regarding the management, operation, and marketing of the Store

b At USI s sole option, upon Franchisee's reasonable request, USI may send one or more USI representatives to the Store (other than as part of a scheduled inspection) to view Franchisee's operations and provide advice concerning the management, operation, and/or marketing of the Store

2 18 Enhancements Developed by Franchisee

If Franchisee or any of its officers directors, partners, limited liability company managers or members employees agents or representatives (as applicable), develop, enhance, or otherwise improve any aspect of or related to, the Store or the System (including the development of, or seeking approval to offer, any new food or beverage items), any and all plans, methods, recipes ideas, and/or systems related to the development, enhancement or other improvement (collectively, the **"Enhancement"**) will be solely owned by USI and will inure to the benefit of USI, and may become part of the System USI may, in USI's sole determination, use the Enhancement in its business and/or make it available to other franchisees of USI

III ASSIGNMENT, SALE OR TRANSFER

3 1 Prior Consent of USI to Transfer

a USI is entering into this Agreement based upon its knowledge of and faith in the ability of Franchisee Therefore, this Agreement and all the rights granted by it are personal to Franchisee, and Franchisee shall not voluntarily or involuntarily Transfer (as defined below) this

Agreement or any interest hereunder, any interest in the ownership of Franchisee, or all or a substantial portion of the assets of the Store without the prior written consent of USI Any attempt to Transfer this Agreement, any right under this Agreement, any interest in any entity holding an interest in this Agreement, or all or a substantial portion of the assets of the Store, without the prior written consent of USI, will be null and void and will give USI the right to terminate this Agreement and Franchisee's rights under it, in addition to any remedies that USI may have for the breach of this covenant by reason of a Transfer

b In this Agreement a "**Transfer**' is defined to include (1) a sale, assignment gift, or other transfer of this Agreement and/or any of the rights or obligations granted by it and (2) any act or circumstance by which ownership or control is shifted in whole or in part from any individual or entity to another, including if Franchisee is a corporation partnership limited liability company or other business entity, any changes in the present ownership of the stock partnership interests, membership interests, or other ownership interests of Franchisee (as exist on the Effective Date of this Agreement) or the issuance of additional stock, partnership interests, membership interests, or other ownership interests of Franchisee

c USI shall not unreasonably withhold its consent to a Transfer, provided that (1) the proposed transferee meets all the conditions for consent by USI to a Transfer, as stated below in this Agreement, and (2) it is demonstrated to the satisfaction of USI that the proposed transferee can perform and comply with a franchisee's obligations under this Agreement or the current form of agreement then required of new franchisees (the choice of which form of agreement applies to be made solely by USI)

3 2 Advance Notice of Proposed Terms and Right of First Refusal

a If Franchisee, or any shareholder member or partner of Franchisee, has received and desires to accept a signed bona fide written offer from a third party to purchase Franchisee s rights under this Agreement, or any part of them, then before making any binding commitment regarding such Transfer, Franchisee shall notify USI which notice must include a complete copy of the offer and for every proposed transferee (1) Name address and telephone number, (2) business experience and present occupation (3) a recent financial statement, and (4) any other information USI may reasonably request Franchisee must also include information as to the identity of all who will own an interest in this Agreement or in the franchised business after the completion of the Transfer, their respective interests, and the proposed terms and conditions of sale and payment

b USI will have the right and option, exercisable within thirty (30) days after the date USI receives its copy of the offer and all information specified in **Section 3 2 a**, to purchase the interest proposed to be transferred at the price and upon the same terms and conditions specified in the notice, provided, however that if the consideration in the offer includes stock or anything other than money, USI may substitute the fair value of that consideration Notwithstanding the language above, if Franchisee or any shareholder member, or partner of Franchisee desires to Transfer less than all the ownership of the franchised business, USI will not have the right and option to purchase that partial interest

c If USI does not exercise this option, and the terms of the unaccepted offer are altered, USI must, in each such instance, be notified by Franchisee of the changed offer, and

USI will again have thirty (30) days to exercise its right to purchase on the altered terms If USI does not exercise its option, then the Transfer may take place on the terms and price set forth in the offer provided (1) USI gives its written consent, (2) the Transfer takes place no later than six (6) months from receipt of USI s written waiver of its right to exercise its option to purchase, and (3) all the conditions set forth in **Section 3 3** below are satisfied

3 3 Conditions of Consent to Transfer

If a Transfer of all or a partial interest in this Agreement or in the franchise business is proposed and USI does not exercise its right to purchase as provided for above, then USI will consent to the Transfer provided that all of the following conditions are satisfied or waived by USI

a Transferee, consisting of the individuals comprising transferee and/or a business entity that will own the franchise, as applicable ('**Transferee**"), is financially acceptable, is not associated with a competitor of USI, has no conflicting interests, is of good moral character and reputation and meets USI's other criteria and conditions that USI applies to new franchisees

b Following an analysis of the terms and conditions of the proposed Transfer, USI in its sole opinion, concludes that the terms and conditions of the agreement accepted by Franchisee and Transferee will not interfere with the financial feasibility of future operation of the franchise, including that the Transferee will be able to cover the costs of purchasing the franchise and operating the franchise

c Franchisee or Transferee pays to USI the "**Transfer Fee**" of Ten Thousand Dollars ($10,000) and the "**Training Fee**" of One Thousand Dollars ($1 000) If Transferee is an existing USI franchisee who has successfully completed the Initial Training Program, USI may waive the requirement that Transferee pay the Training Fee and attend the Initial Training Program In that situation, Transferee must still pay the Transfer Fee If Transferee elects to attend the Initial Training Program despite the requirement being waived, Transferee must pay the Training Fee No Transfer Fee or Training Fee will be assessed if Franchise is an individual transferring this Agreement to an entity wholly owned by Franchisee

d Transferee satisfactorily completes the then-current Initial Training Program provided by USI, and becomes Certified

e Transferee enters into all current forms of agreements then being required of new franchisees except Transferee will not pay an initial franchise fee Unless a longer period is agreed upon between USI and Transferee, the term of Transferee's franchise agreement will be for the unexpired term of this Agreement

f All obligations of Franchisee under this Agreement are fully paid and satisfied, and Franchisee is not in default under any provisions of this Agreement or any other agreement with USI

g Franchisee and Transferee enter into with USI a written assignment of the franchise in a form provided by USI, including (except where prohibited by law) a release by Franchisee of all claims against USI

h Transferee agrees to complete all remodeling and improvements as may be required by USI, within the time period specified by USI

i Franchisee and Transferee agree not to assert any security interest, lien, claim, or right now or in the future in this franchise, or the franchise granted to Transferee Any security interest, lien, claim, or right asserted with respect to any personal property at the Store must not include any after-acquired property and must be subject junior and subordinate to any security interest, lien claim, or right now or in the future asserted by USI, its successors or assigns

3 4 Death or Incapacity of Franchisee

a In the event of the death or Incapacity of Franchisee if Franchisee is an individual, or of any shareholder partner or limited liability company member in a franchise that is a business entity, the legal representative of the individual Franchisee or of the surviving shareholders, partners, or members in the case of a business entity, may for a period of ninety (90) days from the date of death or incapacitation continue to operate the franchise provided that the operation is conducted in accordance with the terms of this Agreement and any other agreements with USI In this Agreement, **Incapacity**' means a mental or physical disability, impairment, or other condition that is reasonably expected to prevent or actually does prevent Franchisee if Franchisee is an individual, or an owner of a 40% or more interest in Franchisee if Franchisee is a business entity from supervising the management and operation of the franchised business for a period of at least four months from the onset of the disability, impairment, or condition

b If a representative of Franchisee desires to continue the operation of the franchise beyond the ninety (90) day period, then prior to the expiration of this period, the legal representative of the individual Franchisee or the shareholder partner, or member of Franchisee must apply, in writing, jointly with all surviving shareholders, partners, or members for the right to transfer the franchise (or the interest of the deceased or incapacitated shareholder partner or member in the franchise in the case of a business entity) to the person or persons (whether spouse heir devisee purchaser, surviving shareholder, partner, member, or any other person), as the legal representative and the surviving shareholders, partners or members may specify The application for Transfer will be treated in the same manner as any other proposed transfer under this Agreement

c If the legal representative and all surviving shareholders partners, or members (if any) do not comply with the provisions of the preceding paragraph, or do not propose a transferee acceptable to USI under the standards set forth in this Agreement all rights licensed to Franchisee under this Agreement will terminate immediately and automatically revert to USI USI will have the right and option, exercisable upon the termination of this Agreement, to purchase all assets of Franchisee related to the franchise at a price to be agreed upon by the parties, or if no agreement as to price is reached by the parties, at the price as determined by a qualified appraiser, approved by both parties, such approval not to be unreasonably withheld USI will give notice of its intent to exercise the option no later than twenty-one (21) days prior to termination

3 5 Transfer by USI, Delegation of Duties

a USI has the right to assign or otherwise transfer this Agreement to any person or entity that agrees to assume its obligations under this Agreement Upon an assignment/ transfer and assumption, USI will be under no further obligation under this Agreement, except for accrued liabilities, if any

b USI has the right to delegate any of its duties under this Agreement to a third party it deems capable of performing the delegated duties

IV INDEMNIFICATION AND INSURANCE

4 1 Indemnity

Franchisee shall indemnify and hold USI and its affiliates (if any) and its/their respective officers, directors shareholders, limited liability company managers and members, employees, representatives and agents (as applicable), harmless from and against all fines suits proceedings, claims, causes of action demands or liabilities of any kind or of any nature arising out of, or in connection with, the operation of the Store or the business contemplated by this Agreement, except if and to the extent caused by USI

4 2 Insurance

a Franchisee, at its sole expense, must at all times keep in force an insurance policy or policies insuring Franchisee and USI, and its officers, directors, shareholders and employees, against any and all loss, liability, or expense whatsoever arising from the ownership or operation of the Store or this franchise The policies must have limits as may be from time to time prescribed by USI, but not less than $2,000,000 per occurrence/aggregate This insurance must include without limitation, coverage of product liability, fire, personal injury, death and property damage A certificate of insurance, evidencing coverage amounts and proof of payment of premium, together with proof of renewal when applicable, must be promptly furnished to USI by Franchisee All policies must (1) provide that they can be canceled only after at least thirty (30) days prior written notice to Franchisee and USI, (2) include USI as a named "insured", (3) contain provisions denying to the insurer the acquisition by subrogation of rights of recovery against USI, and (4) provide that coverage is not limited in any way by reason of any insurance that may be maintained by USI

b Franchise must also, at its sole expense, at all times keep in force unemployment and workers' compensation insurance sufficient to meet the requirements of applicable law

V DEFAULT AND TERMINATION OF FRANCHISE

5 1 Immediate Termination by USI

USI will have the right at its option to terminate this Agreement and all rights granted to Franchisee under this Agreement, without affording Franchisee any opportunity to cure the default (subject to any state laws to the contrary where state law prevails) effective upon notice from USI upon the occurrence of any of the following events

a Franchisee or any person under Franchisee s control, intentionally or negligently discloses to any unauthorized person or copies or reproduces, the contents of or any part of

USI's Operations Manuals or any other trade secrets or confidential information of USI

b Franchisee ceases to operate the Store or otherwise abandons the Store for a period of five consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue operation of the Store, unless and only to the extent (1) that full operation of the Store is suspended or terminated due to fire flood, earthquake or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee, or (2) USI had agreed in advance to a temporary discontinuation of operation of the Store and the period of time has not expired

c Franchisee becomes insolvent or is adjudicated a bankrupt, or any action is taken by Franchisee, or by others against Franchisee, under any insolvency, bankruptcy, or reorganization act (this provision may not be enforceable under federal bankruptcy law, 11 U S C §§ 101 et seq), or Franchisee makes an assignment for the benefit of creditors or a receiver is appointed by Franchisee

d Any material judgment (or several judgments that in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed), or if execution is levied against the Store or any of the property used in the operation of the Store and is not discharged within five days, or if the real or personal property of the Store is sold after levy thereupon by any sheriff marshal or constable

e Franchisee is convicted of a felony a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of USI to materially and unfavorably affect the System, the Proprietary Marks and/or the associated goodwill and reputation thereof

f Franchisee has received three or more notices of default from USI during the term of this Agreement, regardless of whether the defaults were cured by Franchisee

g Franchisee sells, transfers or otherwise assigns the Store, an interest in the Franchisee entity, this Agreement, or a substantial portion of the assets of the Store owned by Franchisee, without complying with the provisions of transfer in this Agreement

h Franchisee makes a material misrepresentation in an application given to USI (including in a financial statement given to USI in connection with the application for this franchise), or Franchisee knowingly or recklessly (in USI's determination) makes a material misrepresentation in any other Record or written document provided to USI, including intentional underreporting of Net Sales

i Franchisee or any officer, director shareholder limited liability company manager or member, partner or other owner of Franchisee (as applicable) becomes subject to U S Executive Order 13224

j Franchisee fails to pay any amounts due to USI or its affiliates, including any amounts which may be due as a result of any subleases or lease assignments between the Franchisee and USI within ten (10) days of receiving notice that such fees or amounts are overdue k Franchisee misuses or fails to follow USI s directions and guidelines concerning use of USI's Marks and fails to correct the misuse or failure within ten (10) days after notification from USI

5 2 Twenty-Four Hour Cure Period

USI has the right to terminate this Agreement if Franchisee is in violation of any health or safety law, regulation, or ordinance any order of any governmental agency, or any health or safety standard of USI, and Franchisee fails to cure the default within twenty-four (24) hours after written notice from USI If USI, in its sole determination, considers the problem to be of a serious nature, USI may require Franchisee to immediately correct the problem, or to cease operating until the problem is corrected, subject to USI's right to terminate this Agreement as stated in this **Section 5 2**

5 3 Ten-Day Cure Period

USI has the right to terminate this Agreement upon the occurrence of either of the following events, if Franchisee fails to cure the default within ten (10) days after written notice from USI

a Franchisee fails to pay when due any amounts owed to USI or its affiliates any Advertising Fund or any Advertising Cooperative

b Franchisee fails to provide to USI or its affiliates, if any, any required reports when due

5 4 Thirty-Day Notice

USI has the right to terminate this Agreement if Franchisee breaches any other provision of this Agreement and fails to cure the breach within thirty (30) days after written notice from USI provided that if the breach cannot be cured USI may terminate this Agreement immediately upon written notice to Franchisee

5 5 Diligent Pursuit of Cure

If a breach under **Section 5 2, Section 5 3,** or **Section 5 4** is curable, but is of a nature that it cannot be reasonably cured within the stated cure period and Franchisee has commenced a cure during the cure period and is continuing to make good faith efforts to promptly cure the breach USI may (at its sole option) provide Franchisee an additional reasonable period of time (in USI's sole determination) to cure the breach, and in that situation this Agreement will not terminate without written notice from USI

5 6 Statutory Cure Period

If a statute in the state in which the Store is located requires application of that state's law, and that state's statute requires a cure period for the applicable default that is longer than any cure period specified in this **Article V**, the statutory cure period will apply

5 7 Specific Remedies

a If Franchisee fails to remit when due any payments required under this Agreement, Franchisee agrees to pay, in addition to the unpaid amounts, all collection costs, reasonable attorneys' fees, and interest on the unpaid amounts at the lesser of one and one-half percent (1½%) per month or the highest rate permitted by applicable law If Franchisee fails to cure any curable default, following notice and within the applicable time period set forth above, if any, or if this Agreement is terminated as a result of Franchisee's default, Franchisee shall pay to USI all damages, costs, and expenses, including, without limitation interest at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law, and reasonable attorneys fees and costs incurred by USI as a result of the default or termination and the interest and all damages, costs, and expenses, including reasonable attorneys' fees, may be included in and form part of the judgment awarded to USI in any proceedings brought by USI against Franchisee

b If USI requires Franchisee to immediately take corrective action and/or cease operations until a serious health or safety problem in or around the Store is remedied USI may terminate this Agreement immediately upon notice to Franchisee if Franchisee fails to cease operations as required

c If Franchisee breaches or defaults in any of the terms of this Agreement, USI has the right to have a receiver appointed to take possession of, manage, and control the assets, collect the profits, and pay the net income for the operation of the franchise as ordered by a court of competent jurisdiction The right to appoint a receiver will be available regardless of whether waste or danger of loss or destruction of the assets exists, and without the necessity of notice to Franchisee

d The remedies above are not exclusive and either party may seek any other remedies as specified in this Agreement or as otherwise available by applicable law

5 8 Right to Purchase

Upon termination or expiration of this Agreement for any reason, USI shall have the option to purchase some or all of the assets of the USI Store, which may include, at the USI's option, all of Franchisee's interest, if any in and to the real estate upon which the USI Store is located and all buildings and other improvements thereon, including leasehold interests, at fair market value less any amount apportioned to the goodwill of the USI Store which is attributable to USI s Marks and Licensed Methods, and less any amounts owed to USI by Franchisee The following additional terms shall apply to USI's exercise of this option

a USI s option hereunder shall be exercisable by providing Franchisee with written notice of its intention to exercise the option given to Franchisee no later than the effective date of termination, in the case of termination, or at least ninety (90) days prior to the expiration of the term of the franchise, in the case of non renewal Such notice shall include a description of the assets USI will purchase

b In the event that USI and Franchisee cannot agree to a fair market value for the assets of the USI Store, then the fair market value shall be determined by an independent third party appraisal USI and Franchisee shall each select one independent, qualified appraiser and the two so selected shall select a third appraiser all three to determine the fair market value of the USI Store The purchase price shall be the median of the fair market values as determined by the three appraisers and this price shall be binding upon the parties All expenses of the appraisers shall be paid for equally between USI and Franchisee

c USI and Franchisee agree that the terms and conditions of this right and option to purchase may be recorded if deemed appropriate by USI, in the real property records and USI and Franchisee further agree to execute such additional documentation as may be necessary and appropriate to effectuate such recording

The closing for the purchase of the assets of the USI Store will take place no later than 60 days after the termination or nonrenewal date USI will pay the purchase price in full at the closing, or at its option in five equal consecutive monthly installments with interest at a rate of 10% per annum Franchisee must sign all documents of assignment and transfer as are reasonably necessary for purchase of the USI Store by USI

In the event that USI does not exercise USI's right to purchase the assets of Franchisee's USI Store as set forth above, Franchisee will be free to keep or to sell, after such termination or expiration, to any third party, all of the assets of its USI Store, provided, however, that all appearances of the Marks are first removed in a manner approved in writing by USI USI will only be obligated to purchase any assets of the USI Store in the event and to the extent it is required by applicable state or federal law

5 9 Termination, Obligations Upon Termination

a If Franchisee commits a breach of this Agreement for which no cure period is specified or Franchisee fails to cure any default to USI's satisfaction within the applicable cure period following notice from USI, USI may, in addition to all other remedies at law or in equity or as otherwise set forth in this Agreement immediately terminate this Agreement This termination will be effective immediately upon delivery, as defined below, by USI to Franchisee of a written notice of termination Notwithstanding the prior sentence this Agreement will immediately terminate upon the occurrence of any event set forth in **Sections 5 1a or 5 1b**, without notice of termination Upon termination or expiration of this Agreement USI can advise all suppliers of USI proprietary food and/or beverage items and supplies bearing USI's trademarks or service marks to cease delivering the items to Franchisee

b Upon expiration or termination of this Agreement for any reason, all of the following apply

1 Franchisee shall promptly pay USI or its affiliates, if applicable, all sums owing or accrued from Franchisee to USI, any Advertising Fund and any Advertising Cooperative prior to or upon expiration or termination, including interest and any damages, costs, and expenses (including amounts underreported) incurred by USI by reason of default on the part of Franchisee

2 Except as may otherwise permitted by another currently-effective agreement between Franchisee and USI (if any), Franchisee shall immediately cease to use, by

advertising or in any other manner whatsoever any feature or method associated with the System, any of the Proprietary Marks, and any other trade secrets, confidential information, operating manuals, slogans, signs, symbols, or devices forming part of the System or otherwise used in connection with the operation of the Store The prohibitions on subsequent use apply to the use of the words "formerly," "former," "formerly associated with," or any words conveying similar meaning and used in conjunction with the Proprietary Marks Franchisee agrees that any such unauthorized use or continued use after the termination of this Agreement will constitute irreparable harm Continued use by Franchisee of USI's Proprietary Marks after termination of this Agreement will constitute willful trademark infringement by Franchisee Nothing in this Agreement precludes USI from seeking any remedy under federal or state law for willful trademark infringement including treble damages and injunctive relief

3 Except as may otherwise permitted by another currently-effective agreement between Franchisee and USI (if any) Franchisee shall immediately return to USI the Operations Manual, plans specifications, and recipes, menus, and other materials containing information prepared by USI and relative to the operation of an U-Swirl Store that are in its possession or control

4 Franchisee shall continue to comply with the confidentiality requirements and the covenant against competition in this Agreement for the specified period Franchisee acknowledges that he/she, or (if an entity) its Personal Representative has carefully reviewed the confidentiality requirements and the covenant against competition in this Agreement, and that Franchisee has agreed to be bound by all the requirements and covenants

5 No right or remedy conferred upon or reserved to USI is exclusive of any other right or remedy in this Agreement or by law or of equity provided or permitted, but each will be cumulative of every other right or remedy given under this Agreement

6 Following expiration or termination of this Agreement for any reason, one or more representatives of USI may enter the Premises, without being guilty of trespass or any other tort, to determine whether the Premises have been de-identified to their satisfaction, and they may remove and retain any items and make any changes necessary in their sole opinion to de-identify the Premises Any expenses incurred by USI in the removal of any signs, insignia, or other material from the Premises, or making the changes required, must be paid by Franchisee to USI upon demand, together with interest upon the expenses at the highest lawful rate from the date of expenditure until paid USI will have any other remedy for a breach available at law or in equity

7 Franchisee shall cease using all Listings and at USI s election execute all forms and documents required by USI and any service provider at any time to transfer such service and any related Listings to USI Franchisee shall refrain from entering any 'call forwarding' or similar instruction with a service provider that has the effect of circumventing the unconditional obligation of Franchisee to surrender and cease using all Listings For purposes of this Agreement, "**Listings**' means, as related to the franchised business, telephone or facsimile numbers, e-mail addresses websites, domain names and telephone or other business directories, including any related to any website, domain name or other Internet usage Upon expiration or termination of this Agreement, USI will have the immediate right to the Listings and to have the service transferred to USI Franchisee appoints USI its true and lawful agent and attorney-in-fact with full power and authority for the sole purpose of taking such action as is necessary to carryout Franchisee's obligations under this provision The

obligations of this provision and this power of attorney will survive the expiration or termination of this Agreement Franchisee, its officers, shareholders, partners, limited liability managers and members (as applicable) shall not thereafter use the Listings at or in connection with any subsequent business owned or operated by Franchisee its officers, shareholders, partners or limited liability company managers or members or for any other purpose

VI MISCELLANEOUS PROVISIONS

6 1 *Independent Contractors*

The relationship between USI and Franchisee is that of independent contractors Franchisee is in no way to be deemed a partner, joint venturer, agent, employee, or servant of USI Franchisee has no authority to bind USI to any contractual obligation or incur any liability for or on behalf of USI If directed to do so by USI, Franchisee shall install a sign in the Store at a location and in a form specified by USI, indicating that Franchisee is an independent contractor and is the owner of the Store Franchisee shall identify itself as an independent owner of the franchise and the Store in all dealings with customers contractors, suppliers, public officials, employees, and others Franchisee shall put notices of this independent ownership (in the form specified by USI) on signs, forms, stationery advertising, and other materials as USI may at any time require

6 2 Illegality, Survival

If an arbitrator or court makes a final determination that any provision of this Agreement is invalid or unenforceable, that provision will be modified by the arbitrator or court so as to best continue to carry out the intent of the parties, or severed from this Agreement if it cannot be so modified, and the remaining provisions remain unimpaired

6 3 Dispute Resolution

a Except for actions brought that are related to or based on the Proprietary Marks or **Section 2 9** of this Agreement all disputes between USI its subsidiaries and affiliated companies or their shareholders, officers, directors, limited liability company members or managers, partners, agents and employees, as applicable (collectively "**USI Claimants**"), and Franchisee or its employees, officers, directors, limited liability company members or managers, partners, guarantors or Principal Representative, as applicable (collectively "**Franchisee Claimants**"), arising out of or related to this Agreement or the System will be submitted for arbitration to office of the American Arbitration Association (the "AAA") closest to our headquarters in Durango, Colorado on demand of either party The arbitration proceedings will be heard by one arbitrator, and will be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA The arbitrator will have the power to rule on his or her own jurisdiction, including objections with respect to the existence scope, or validity of this arbitration agreement Any party may apply to the arbitrator for reasonable discovery from the other In this Agreement, "reasonable discovery" means a party may submit no more than ten interrogatories, including subparts, 25 requests for admission, 25 document requests, and three depositions per side The arbitration will be conducted in the English language The arbitrator will control the scheduling so as to process the matter expeditiously, but deadlines may be extended upon agreement of the parties or by the arbitrator upon a showing of good cause

The parties may submit written briefs The award rendered by arbitration will be final, binding, and a non-appealable judgment, and the award may be entered in any court of competent jurisdiction This **Section 6 3** will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement

b Notwithstanding the language above, if the action is based on a separate agreement between USI and Franchisee (such as a lease or promissory note) the dispute resolution provision in that agreement will control, rather than this **Section 6 3**

c The arbitrator will have the right to award or include in his or her award any relief that he or she deems proper in the circumstances, including without limitation, money damages (with interest on unpaid amounts from the due date), specific performance, and injunctive relief, but not special, consequential punitive, or exemplary damages

d USI and Franchisee agree that arbitration will be conducted on an individual basis only Neither party will commence any arbitration with a third party against the other, or join with any third party in any arbitration involving USI and Franchisee Further, neither USI nor Franchisee will attempt to consolidate or otherwise combine in any manner an arbitration proceeding involving USI and Franchisee with another arbitration of any kind nor will USI or Franchisee attempt to certify a class or participate as a party in a class action against the other Notwithstanding the foregoing, if Franchisee controls is controlled by, or is in active concert with another Franchisee of USI, or there is a guarantor of some or all of Franchisee's obligations to USI then the joinder of those parties to any arbitration between USI and Franchisee will be permitted, and in all events the joinder of an owner, director, officer limited liability company member or manager, partner, or other representative or agent of USI or Franchisee will be permitted

e If either party violates the terms of this **Section 6 3**, the other party will be entitled to seek injunctive relief in a court of law of proper jurisdiction in accordance with **Section 6 3 f** of this Agreement

f Any and all court proceedings arising from matters not subject to arbitration under the terms of this Agreement will be brought only in the state and federal courts located in Colorado, and USI and Franchisee consent to the exercise of jurisdiction by such courts The parties agree that all disputes submitted to the court pursuant to this Agreement will be tried to the court sitting without a jury, subject to state law The decision as to whether a claim is subject to mandatory arbitration will, however, be made by an arbitrator, not a court

g No punitive or exemplary damages will be awarded against either USI or Franchisee, or any affiliates of either of them in any proceeding arising under this Agreement, and all claims to such damages are waived

6 4 Choice of Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U S C Sections 1051 et seq) or other federal law, this Agreement will be interpreted under the laws of the State of Colorado

6 5 Costs and Attorneys' Fees

The prevailing party(ies) in any action arising out of or related to, this Agreement (including an action to compel arbitration) is/are entitled to recover from the non-prevailing party(ies) all of its/their costs and expenses incurred in the action, including reasonable accounting expert witness attorneys , and arbitrator s fees, and costs of collecting monies owed, in addition to all other amounts and damages awarded If more than one party is awarded a judgment in any dollar amount the court or arbitrator, as applicable, will determine the prevailing party(ies) taking into consideration the merits of the claims asserted by each party the amount of the judgment received by each party, and the relative equities between the parties

6 6 Injunctive Relief

The parties agree that they have the right in the proper case to seek temporary or preliminary injunctive relief The parties agree that they will not be required to post a bond to obtain any injunctive relief and that the only remedy if an injunction is entered will be the dissolution of such injunction

6 7 No Guarantee of Franchisee's Success

Franchisee acknowledges that USI has made no guarantees concerning the success of the franchise granted by this Agreement Franchisee has been informed and acknowledges its understanding that because of the highly competitive nature of the business involved successful operation of the Store in its region will depend, in part, upon the best efforts, capabilities, management, and efficient operation by Franchisee, as well as the general economic trend and other local marketing conditions

6 8 Notices

a Except as otherwise may be permitted by a particular provision of this Agreement all notices specified by this Agreement or required by law must be in writing and given by personal delivery, courier, or sent by certified mail, return receipt requested, to USI or Franchisee at the address set forth at the beginning of this Agreement, or to such other address(es) as the parties may designate in writing prior to the giving of any notice Notices to Franchisee may also be given at the location of any U-Swirl Store owned or operated by Franchisee, or at the residence of Franchisee (if an individual), or at the residence of the principal shareholder(s), partner(s), or member(s) of Franchisee (if a business entity) Notices will be deemed to be "**delivered**" when actually left in the custody of an adult agent employee or resident at a place of business or residence if given by personal delivery or courier, or if given by certified mail, three (3) days after being deposited with the U S Postal Service with proper address and postage paid, unless delivery is refused or the party does not retrieve the notice after notification by the Postal Service or courier, in which case the notice is effective upon the first attempted personal delivery mailing, or deposit with a courier service (as applicable)

b Franchisee shall provide USI with a current business and/or residential address (in accordance with the preceding paragraph) other than the address of the Store Franchisee must provide USI with updated information whenever changes occur, so that USI always has a current address for Franchisee

6 9 Bindıng Effect

All the terms and provisions of this Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties However, nothing in this paragraph may be construed as consent by USI to the assignment or transfer of this Agreement or any rights by Franchisee

6 10 Waiver

The failure of either party to insist upon the strict performance of any term, covenant, or condition contained in this Agreement will not constitute or be construed as a waiver or relinquishment of that party s rights to enforce thereafter any such term, covenant, or condition, and it will continue in full force and effect

6 11 Cross Default

A default by Franchisee under this Agreement will be deemed a default of all franchise agreements and other agreements between Franchisee and USI or its affiliates A default by Franchisee under any other franchise agreement or other agreement between USI or its affiliates and Franchisee will be deemed a default under this Agreement A default by the guarantor(s) of any guaranty agreement applicable to this Agreement or any other agreement between USI and the guarantor(s) will be deemed a default of this Agreement In this Section, the term Franchisee" also includes any entity(ies) of which Franchisee owns 50% or more

6 12 Cross Termination

If this Agreement is terminated as a result of a default by Franchisee, USI may, at its option, elect to terminate any or all other franchise agreements and other agreements between Franchisee and USI or its affiliates If any other franchise agreement or other agreement between Franchisee and USI or its affiliates is terminated as a result of a default by Franchisee, USI may, at its option, elect to terminate this Agreement It is agreed that an incurable or uncured (within the time period provided) default under this Agreement or any other franchise agreement between Franchisee and USI will be grounds for termination of this Agreement and/or any and all franchise agreements between Franchisee and USI without additional notice or opportunity to cure In this Section the term ' Franchisee" also includes any entity(ies) of which Franchisee owns 50% or more

6 13 Entire Agreement

This Agreement including its Exhibits, constitutes the entire agreement of the parties related to its subject matter (into which all prior negotiations, commitments representations and undertakings with respect to its subject matter are merged) No oral or other written understandings or agreements exist between the parties relating to the subject matter of this Agreement In entering into this Agreement Franchisee agrees that it did not rely on any promises representations or agreements not expressly contained in this Agreement Nothing in this Agreement or in any related agreement is intended to disclaim the representations USI made in the Franchise Disclosure Document that USI furnished to Franchisee

6 14 Modifications

Any modification to this Agreement must be in writing and signed by all of the parties to this Agreement

6 15 Number, Table of Contents, and Captions

Words in the singular number include the plural when the sense requires (and vice-versa) The Table of Contents and the captions are inserted only for convenience and are not a part of this Agreement or a limitation or expansion of the scope of the particular paragraph to which each refers

6 16 Acknowledgement, Representations

A FRANCHISEE OR ITS PRINCIPAL REPRESENTATIVE(S) (**YOU**' OR "**YOUR**") REPRESENT THAT YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND YOU HAVE BEEN AFFORDED THE OPPORTUNITY TO ASK QUESTIONS AND REVIEW MATERIALS THAT YOU DEEM RELEVANT IN MAKING THE DECISION TO ENTER INTO THIS AGREEMENT AND ACQUIRE THE FRANCHISE

B YOU AND EACH AND EVERY SIGNER OF THIS AGREEMENT SEVERALLY REPRESENTS AND WARRANTS THAT YOU HAVE RECEIVED A COPY OF USI'S FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF

(1) FOURTEEN CALENDAR DAYS BEFORE THE SIGNING OF THIS AGREEMENT OR

(2) FOURTEEN CALENDAR DAYS BEFORE ANY PAYMENT TO USI,

AND THAT YOU HAD A COPY OF THE FORM OF THIS AGREEMENT IN YOUR POSSESSION FOR A PERIOD OF NOT LESS THAN FOURTEEN (14) DAYS, DURING WHICH TIME YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND HAD THE OPPORTUNITY TO SUBMIT IT FOR PROFESSIONAL REVIEW AND ADVICE OF YOUR CHOOSING PRIOR TO FREELY EXECUTING THIS AGREEMENT

C YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED TO RECEIVE ADVICE OF LEGAL COUNSEL AS TO ALL MATTERS RELATING TO THE DUE DILIGENCE REVIEW OF THE FRANCHISE, INCLUDING THE REVIEW OF THE FRANCHISE DISCLOSURE DOCUMENT AND THIS AGREEMENT

D YOU ACKNOWLEDGE THAT THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREIN INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON YOUR ABILITY AS AN INDEPENDENT BUSINESSPERSON AND YOUR ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS

E YOU ACKNOWLEDGE THAT NO ASSURANCE OR WARRANTY, EXPRESSED OR IMPLIED, HAS BEEN GIVEN TO YOU AS TO THE POTENTIAL SUCCESS OF THIS BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED

F YOU ACKNOWLEDGE THAT NO STATEMENT, REPRESENTATION, OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS AGREEMENT IS BINDING ON USI IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, AND THAT THIS AGREEMENT SUPERSEDES ANY AND ALL OTHER AGREEMENTS AND REPRESENTATIONS CONCERNING THIS FRANCHISE NOTWITHSTANDING THE LANGUAGE ABOVE, NOTHING IN THIS AGREEMENT OR ANY RELATED AGREEMENT BETWEEN USI AND FRANCHISEE IS INTENDED TO DISCLAIM THE REPRESENTATIONS USI MADE IN THE FRANCHISE DISCLOSURE DOCUMENT USI PROVIDED TO FRANCHISEE (OR IN THE LAST FRANCHISE DISCLOSURE DOCUMENT BEFORE THIS AGREEMENT WAS SIGNED BY FRANCHISEE, IF MORE THAN ONE WAS PROVIDED BY USI) UNLESS FRANCHISEE VOLUNTARILY WAIVED ANY REPRESENTATIONS

G YOU REPRESENT THAT ALL FINANCIAL AND OTHER INFORMATION THAT FRANCHISEE HAS PROVIDED TO USI IN CONNECTION WITH FRANCHISEE'S APPLICATION FOR THIS FRANCHISE IS TRUE AND ACCURATE

H YOU REPRESENT THAT NEITHER FRANCHISEE NOR ANY OF ITS OFFICERS, DIRECTORS, LIMITED LIABILITY COMPANY MANAGERS OR MEMBERS, PARTNERS, SHAREHOLDERS, OR OTHER OWNERS (AS APPLICABLE) ARE SUBJECT TO U S EXECUTIVE ORDER 13224, AND THAT EACH INDIVIDUAL IS A UNITED STATES CITIZEN OR A LAWFUL RESIDENT ALIEN OF THE UNITED STATES

[*Remainder of Page Intentionally Left Blank*]

This Agreement is made effective as of the ____ day of ________________, 20__

U-Swirl International, Inc

By ________________________________
Title ________________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ________________________________
Title ________________________________

EXHIBIT 1
GENERAL ADDENDUM TO FRANCHISE AGREEMENT

This General Addendum to Franchise Agreement (this 'Addendum") is dated as of the same date (the "**Agreement**") by and between **U-Swirl International, Inc** ('**USI**) and the undersigned franchisee ("**Franchisee**) This Addendum supplements the terms of the Agreement, and in the event of a conflict in terms between the Agreement and this Addendum, the terms of this Addendum are controlling

The parties agree as follows

1 **Store Premises** The Store Premises, referenced in **Section 1 1 a** of the Agreement, will be located at ____

2 **Territory** The Territory referenced in **Section 1 1 b** of the Agreement will be (check only one)

_____ A radius of one mile around the location of the Store
_____ A radius of three miles around the location of the Store
_____ A radius of three city blocks around the location of the Store
_____ The Non-traditional Location A "**Non-traditional Location**" is a convenience store, an unaffiliated store, a shopping mall a hospital, an airport, a railroad station, an amusement park a casino, or a hotel

For clarification U-Swirl-n-Go Stores owned by USI or another franchisee can be located in any Non-traditional Location in the Territory (other than in the Non-traditional Location in which Franchisee's Store is located, if applicable) As examples only, an unaffiliated store might be a "big box" retail store or other store that primarily sells products other than yogurt or dessert products

3 **Initial Franchise Fee** The initial franchise fee, referenced in **Section 1 2** of the Agreement is $________

[*Remainder of Page Intentionally Left Blank*]

Fully executed this _____ day of _______________ 20___

U-Swirl International, Inc

By ______________________________

Title _____________________________

FRANCHISEE

____

Individually

AND

(if a corporation or partnership)

____

Company Name

By ______________________________

Title _____________________________

EXHIBIT 2
TO U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution by **U-Swirl International, Inc** ("**USI**") of that certain Franchise Agreement (the '**Agreement**') entered into by USI and the Franchisee named below ('**Franchisee**") on the date listed below

1 Each of the undersigned personally and unconditionally (a) guarantees to USI, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement that Franchisee will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities

2 Each of the undersigned waives (a) acceptance and notice of acceptance by USI of the foregoing undertakings, (b) notice of demand for payment of any indebtedness or non-performance of any obligations guaranteed, (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed, (d) any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability, and (e) any and all other notices and legal or equitable defenses to which the undersigned may be entitled

3 Each of the undersigned consents and agrees that (a) the undersigned's direct and immediate liability under this guaranty will be joint and several, (b) the undersigned will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses to do so, (c) the undersigned's liability will not be contingent or conditioned upon pursuit by USI of any remedies against Franchisee or any other person, and (d) the undersigned's liability will not be diminished, relieved, or otherwise affected by (i) any change in the Agreement that has been agreed to by USI and Franchisee, or (ii) any extension of time, credit, or other indulgence that USI may from time to time grant to Franchisee or to any other entity or person including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this guaranty which will be continuing and irrevocable during the term of the Agreement

4 Each of the undersigned will be bound by the covenant not to compete and the other restrictive covenants, the confidentiality provisions the audit provisions, and the indemnification provisions contained in the Agreement

5 Each of the undersigned agrees that the arbitration, injunctive relief, governing law and jurisdiction provisions contained in the Agreement will govern this Guaranty and those provisions are incorporated into this Guaranty by this reference

6 No single or partial exercise by USI of any right or remedy under this Guaranty will preclude further exercise of that right or remedy, nor of the exercise of any other right or remedy under this Guaranty No delay or neglect on the part of USI in the exercise of any right

or remedy existing under law or by virtue of this Guaranty will operate as a waiver of that right or remedy Instead USI's rights and remedies under this Guaranty will continue in full force and effect unless specifically waived or released in a written instrument signed by the Chief Executive Officer or President of USI

7 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U S C §§1051 et seq) or other federal law, this guaranty shall be interpreted under the laws of the state of Colorado and any disputes between the Franchisor and any party hereto shall be governed by and determined in accordance with the substantive laws of the state of Colorado, which laws shall prevail in the event of any conflict of law The Franchisor and all guarantors agree that the exclusive venue for disputes between them shall be in the state courts in La Plata County, Colorado and federal courts located in Colorado and each waive any objections they may have to the personal jurisdiction of or venue in the state courts in La Plata County and federal courts located in Colorado The Franchisor and each guarantor waive their rights to a trial by jury

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

WITNESS	GUARANTOR(S)
______________________	______________________
(Signature)	(Signature)
______________________	______________________
(Print Name)	(Print Name)
	______________________
	(Address)
	______________________
	(Phone)

EXHIBIT 3
TO U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee ____

Trade Name (if different from above) ______________________________________

Form of Ownership (Check One)

_____ Individual _____ Partnership _____ Corporation ______Limited Liability Company

If a Partnership list below the name and address of each partner, indicate what percentage of the partnership is owned by each, and whether that person is active in management, indicate the state is in which the partnership was formed, and provide to USI a copy of the Partnership Agreement certified by the Secretary of State of the State in which the Partnership was formed

If a Limited Liability Company list below the name and address of each member and each manager, indicate what percentage of the company is owned by each, indicate the state in which the LLC was formed and provide to USI a copy of the Articles of Organization certified by the Secretary of State of the State in with the LLC was formed

If a Corporation, list below the name and address of each officer and director, list the name and address of every shareholder, and indicate what percentage of stock is owned by each, indicate the state of incorporation of the corporation, and provide to USI a copy of the Articles of Incorporation certified by the Secretary of State of the State in with the corporation was formed

____
____
____
____

Franchisee acknowledges that this Statement of Ownership applies to the Store authorized under the Franchise Agreement

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

______________________ ______________________________
Date Signature

____
Print Name

EXHIBIT 4
TO U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

The undersigned depositor (**Depositor**") agrees to electronic funds transfer from Depositor s designated account(s) to the designated account(s) of **U-Swirl International, Inc** ("**USI**) for payment of royalties, advertising fees, and other obligations owed to USI (in USI's sole discretion) for all USI franchises owned in whole or in part by Depositor, as follows

1 Depositor authorizes USI to withdraw money from Depositor s checking and/or savings account(s), as listed below, on a timely basis to collect the appropriate royalties and advertising fees due under the Franchise Agreement(s) for all franchises owned in whole or in part by Depositor, along with other amounts owed by Depositor to USI under other agreements between the parties

____________________________ ____________________________

Name of Depository Branch

____

Street Address City, State, Zip Code

____________________________ ____________________________

Bank Transit/ABA Number Account Number(s)

(DEPOSITOR ATTACH A COPY OF A VOIDED CHECK OR DEPOSIT SLIP FOR EACH ACCOUNT TO BE INCLUDED UNDER THIS AGREEMENT)

2 Depositor agrees that this authorization will remain in effect for each franchise throughout the duration of the Franchise Agreement or other agreement for the applicable franchise, unless USI agrees to an earlier termination of the authorization Depositor agrees not to revoke any authorization for funds transfer prior to the termination of the applicable Franchise Agreement or other agreement, without prior written consent of USI Depositor agrees that the applicable financial institution or other depository (the **Depository**) cannot cancel this authorization without receiving written consent from USI

3 Depositor agrees to keep, at all times, sufficient funds in each account covered by a transfer authorization to pay the full amount of each transfer Depositor shall promptly notify USI of any change in its account(s) covered by this Agreement, providing new account numbers when applicable

4 Depositor agrees that USI may transfer funds from Depositor's account(s) to USI's account(s) each week and/or at other times as permitted by the agreement(s) between the parties

5 USI may bill Depositor directly for any amounts owed by Depositor to USI for which USI does not seek payment through funds transfer under this Agreement

6 Depositor agrees to promptly and accurately report net sales figures for all franchises owned in whole or in part by Depositor, in compliance with Depositor's Franchise Agreement(s), and as instructed by USI

7 Depositor agrees that USI may charge Depositor a late fee and/or interest per franchise involved, for each attempted transfer, if any funds transfer cannot be completed in full when due because of insufficient funds, a cancellation of the authorization for the funds transfer that is not approved by USI, or other circumstances outside of the control of USI USI may also charge Depositor any NSF fee or similar fee charged by the bank

8 Depositor agrees that if the applicable Depository requires its or another form to be submitted to facilitate electronic funds transfers, Depositor will promptly complete that form so that it allows for the Depository to carry out the intent of this Electronic Funds Transfer Authorization Agreement (this "**Agreement**"), and Depositor will promptly submit that form to USI or that Depository, as instructed by USI

9 A franchise is considered to be "**owned in whole or in part by Depositor**" if any individual or entity having an Ownership Interest (defined as a 10% or greater shareholder, partnership, or member interest or as a sole proprietor) in the franchise(s) subject to this Agreement has an Ownership Interest in that other franchise

FRANCHISEE

____

Individually

AND

(if a corporation or partnership)

____

Company Name

By ______________________________

Title ______________________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

CALIFORNIA RIDER TO THE
U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT
BETWEEN U-SWIRL INTERNATIONAL, INC
AND ______________________________
DATED _____________

(California Franchise Fee Payment Deferral Provisions)

1 The text of Section 1 2 of the Agreement is deleted and replaced with the following language

> The initial franchise fee for the rights granted under this Agreement is the amount listed In the General Addendum in **Exhibit 1** If this is the second or a subsequent Franchise Agreement under an existing Area Development Agreement then the initial franchise fee is payable prior to, or at, the signing of this Agreement
>
> Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business

2 To the extent any other provisions in the Franchise Agreement are inconsistent with this Rider, they are modified accordingly

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

HAWAII RIDER TO THE
U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT
BETWEEN U-SWIRL INTERNATIONAL, INC
AND ______________________________
DATED _____________

The following paragraph is added to Section 5 8 b

Section 482E-6(3) of the Hawaii Revised Statutes provides that upon termination or refusal to renew the Franchise the Franchisor is obligated to compensate the Franchisee for the fair market value, at the time of the termination or expiration of the Franchise, of the Franchisee's inventory supplies, equipment and furnishings purchased from the Franchisor or a supplier designated by the Franchisor, provided that personalized materials which have no value to the Franchisor need not be compensated for If the Franchisor refuses to renew a Franchise for the purpose of converting the Franchisee's business to one owned and operated by the Franchisor the Franchisor in addition to the remedies provided above, shall compensate the Franchisee for the loss of goodwill The Franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the Franchisee's inventory, supplies, equipment and furnishings pursuant to this requirement, and may offset from such compensation any monies due the Franchisor

U-Swirl International, Inc

By ______________________________
Title ____________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ______________________________
Title ____________________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

ILLINOIS RIDER TO THE
U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT
BETWEEN U-SWIRL INTERNATIONAL, INC
AND ______________________________
DATED _____________

1 Illinois law governs the agreements between the parties to this franchise

2 Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of the State of Illinois is void However a franchise agreement may provide for arbitration in a venue outside of Illinois

3 Section 41 of the Illinois Franchise Disclosure Act provides that any condition stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void

4 Your rights upon termination and non-renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

INDIANA RIDER TO THE
U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT
BETWEEN U-SWIRL INTERNATIONAL, INC
AND ______________________________
DATED _____________

1 The definition of "In Competition' in Section 2 9 c is deleted and replaced with the following provision

In Competition means the franchising or operation of a business similar to a U-Swirl Store, or if applicable, a Co-Branded Store (including any business offering yogurt or other frozen desert products for sale) at the Premises, or within a geographical area consisting of (1) during the term of this Agreement, anywhere else, and (2) after termination of this Agreement, the Exclusive Territory

2 The following sentence is added at the end of Sections 6 13 and 6 16 f

Notwithstanding anything to the contrary in this provision, Franchisee does not waive any right under the Indiana statutes with regard to prior representations made by USI

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

MINNESOTA RIDER TO THE
U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT
BETWEEN U-SWIRL INTERNATIONAL, INC
AND ______________________________
DATED _____________

1 The following statement is added at the end of Section 1 3 b 9 and Section 3 3 f

Any release executed in connection herewith shall not apply to any claims that may arise under the Minnesota Franchise Act

2 Section 1 4 j is modified by the following language

As it deems necessary USI will protect Franchisee s right to use USI s Proprietary Marks The Minnesota Department of Commerce requires Franchisors to indemnify Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Franchisor s marks infringes upon the trademark rights of the third party

3 The following sentence is added to Section 5 6

Minnesota law provides Franchisee with certain termination and nonrenewal rights Minn Stat Sec 80C 14 Subd 3 4 and 5 require except in certain specified cases that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of this Agreement

4 Section 6 3 f is modified with the addition of the following sentences

Minn Stat §80c 21 and Minn Rule 2860 4400j prohibit USI from requiring litigation to be conducted outside Minnesota In addition nothing in this Agreement can abrogate or reduce any of Franchisee s rights as provided for in Minnesota statutes chapter 80c or Franchisee s rights to any procedure forum or remedies provided for by the laws of the jurisdiction

5 The waiver of jury trials in Section 6 3 f is deleted

6 In the State of Minnesota we will defer the payment of the initial franchise fee and any other initial payment until you open your business and it is operating However you must execute the Franchise Agreement prior to looking for a site or beginning training

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

NEW YORK RIDER TO THE
U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT
BETWEEN U-SWIRL INTERNATIONAL, INC
AND ______________________________
DATED _________________

1 The following sentence is added at the end of Sections 6 10 and 6 16

Provided however that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law, Section 687 4 and 687 5 be satisfied

2 In accordance with New York law, the 14 calendar day waiting periods in Section 6 16 B are replaced with a 10 business day waiting period A new subsection 6 16 B 3 is added as follows

(3) OR, THE FIRST PERSONAL MEETING BETWEEN USI AND FRANCHISEE OR ITS PRINCIPAL REPRESENTATIVE(S),

U-Swirl International, Inc

By ________________________________
Title ______________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ________________________________
Title ______________________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

NORTH DAKOTA RIDER TO THE
U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT
BETWEEN U-SWIRL INTERNATIONAL, INC
AND ______________________________
DATED ________________

This addendum to the Franchise Agreement effectively amends and revises said documents as follows

1 Articles 1 and 3 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release

2 Covenants not to compete are generally considered unenforceable in the State of North Dakota in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law Article 2 of the Franchise Agreement is amended accordingly

3 Article 6 of the Franchise Agreement is amended to provide that arbitration shall be held at a site that is agreeable to all parties

4 The provisions of Article 6 of the Franchise Agreement which require jurisdiction of courts in the State of Colorado are deleted

5 Article 6 of the Franchise Agreement is amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota

6 Apart from civil liability as set forth in Section 51-19-12 N D C C , which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law

7 The provisions of Article 6 of the Franchise Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted

8 The provisions of Article 6 of the Franchise Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies

U-Swirl International, Inc

By ________________________________
Title ________________________________

FRANCHISEE

Individually

AND

(if a corporation or partnership)

Company Name

By ______________________________
Title ____________________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

WASHINGTON RIDER TO THE
U-SWIRL INTERNATIONAL, INC FRANCHISE AGREEMENT
BETWEEN U-SWIRL INTERNATIONAL, INC
AND ______________________________
DATED _________________

1 This statute that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise WASHINGTON [Rev Code Sections 19 100 180 19 100 190]

2 In any arbitration involving a franchise purchased in Washington the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or as determined by the arbitrator

3 In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW will prevail

4 A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act rights or remedies under the Act such as a right to a jury trial may not be enforceable

5 Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer

6 The collection of the initial franchise fee shall be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT B-1

CHERRYBERRY AMENDMENT TO FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC
CHERRYBERRY AMENDMENT TO FRANCHISE AGREEMENT

This CherryBerry Amendment to Franchise Agreement (this **Amendment**") is made and entered into as of the _____ day of _______________, 20__ (the "**Effective Date**') between **U-Swirl International, Inc** , a Nevada corporation, located at 265 Turner Drive, Durango Colorado 81301 ('**USI**") and ______________________________ , a ______________________________ located at ______________________________ ("**Franchisee**")

RECITALS

A USI and Franchisee are entering into a U-Swirl International, Inc Franchise Agreement dated as of the same date as this Amendment (the '**Agreement**), for a franchise to be located at ______________________________

B Franchisee is being granted the right to develop and operate at Premises a frozen yogurt store branded as CherryBerry Self-Serve Yogurt Bar®, rather than as U-Swirl Frozen Yogurt® as stated in the Agreement

AGREEMENT

1 **Definition of Certain Terms** Capitalized terms not defined in this Amendment have the meaning ascribed to them in the Agreement

2 **References to "U-Swirl Frozen Yogurt" and "U-Swirl Stores "**

A The reference to the service mark U-SWIRL FROZEN YOGURT® in Recital A of the Agreement is changed to refer to the service mark CHERRYBERRY SELF-SERVE YOGURT BAR®

B Except stated for those provisions of the Agreement discussed below, references in the Recitals and in various Sections of the Agreement to "U-Swirl Frozen Yogurt stores' and "U-Swirl Stores" are changed to "CherryBerry stores" and "CherryBerry Stores " respectively (and their singular forms as applicable)

3 **Covenant Against Competition** Sections 2 9 c and 2 9 d of the Agreement are deleted and replaced with the following Sections

a During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any cause, Franchisee shall not engage in any business In Competition with any CherryBerry Store The provisions of this Agreement bind Franchisee in any capacity, including as a franchisor franchisee sole proprietor, officer, director, partner, limited liability company manager or member stockholder or employee Notwithstanding the prior sentences, Franchisee will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent not more than 2% of the total securities of that entity issued and outstanding For purposes of this provision, "**In Competition**" means the franchising or operation of a business similar to a CherryBerry Store (including any business offering yogurt or other frozen dessert products for sale) at the Premises, or within a geographical area consisting of (1) during the term of this Agreement, anywhere else, and (2) after termination of this Agreement, a three (3) mile radius from the location of any U-Swirl Frozen Yogurt store, U-Swirl-n-Go store, CherryBerry store Yogurtini store, Yogli Mogli store, Josie's store, Aspen Leaf store, Let's Yo store and Fuzzy Peach store (including the store(s) owned or formerly owned by Franchisee) The terms "U-Swirl Frozen Yogurt store "U-Swirl-n-Go store", 'CherryBerry store", 'Yogurtini store 'Yogli Mogli store", 'Josie's store", "Aspen Leaf store", "Let s Yo store' and "Fuzzy Peach" include not only the stores now in existence but also those established at a later date The term of this covenant will be extended by any time consumed in litigation or arbitration to enforce it in both trial and appellate courts if applicable

b During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any reason, Franchisee shall not divert or attempt to divert any business, customers, or potential customers of the System or the U-Swirl franchise system to any competitor by direct or indirect inducement or otherwise In addition, Franchisee shall not at any time do or perform any act directly or indirectly, which harms the goodwill or reputation of the System or the U-Swirl franchise system

4 **Ratification** Except as it is specifically modified by this Amendment, the Agreement is ratified and remains in effect in its original form

U-Swirl International, Inc	**Franchisee** ______________________
By ______________________	By ______________________
______________________ Print Name	______________________ Print Name
Title ______________________	Title ______________________

OR
(if one or more individuals) ______________________

Print Name ______________________

____

Print Name ______________________

EXHIBIT B-2

YOGURTINI AMENDMENT TO FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC
YOGURTINI AMENDMENT TO FRANCHISE AGREEMENT

This Yogurtini Amendment to Franchise Agreement (this "**Amendment**") is made and entered into as of the _____ day of _______________ 20__ (the "**Effective Date**") between **U-Swirl International, Inc**, a Nevada corporation, located at 265 Turner Drive Durango, Colorado 81301 ('**USI**') and ______________________________ ____________________________, a ______________________________, located at ____ ('**Franchisee**")

RECITALS

A USI and Franchisee are entering into a U-Swirl International, Inc Franchise Agreement dated as of the same date as this Amendment (the '**Agreement**"), for a franchise to be located at ____

B Franchisee is being granted the right to develop and operate at Premises a frozen yogurt store branded as Yogurtini®, rather than as U-Swirl Frozen Yogurt® as stated in the Agreement

AGREEMENT

1 **Definition of Certain Terms** Capitalized terms not defined in this Amendment have the meaning ascribed to them in the Agreement

2 **References to "U-Swirl Frozen Yogurt" and "U-Swirl Stores "**

A The reference to the service mark U-SWIRL FROZEN YOGURT® in Recital A of the Agreement is changed to refer to the service mark YOGURTINI®

B Except stated for those provisions of the Agreement discussed below, references in the Recitals and in various Sections of the Agreement to "U-Swirl Frozen Yogurt stores" and 'U-Swirl Stores" are changed to "Yogurtini stores" and "Yogurtini Stores " respectively (and their singular forms as applicable)

3 **Covenant Against Competition** Sections 2 9 c and 2 9 d of the Agreement are deleted and replaced with the following Sections

a During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any cause, Franchisee shall not engage in any business In Competition with any Yogurtini Store The provisions of this Agreement bind Franchisee in any capacity, including as a franchisor franchisee, sole proprietor officer director, partner, limited liability company manager or member, stockholder or employee Notwithstanding the prior sentences Franchisee will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent not more than 2% of the total securities of that entity issued and outstanding For purposes of this provision "**In Competition**" means the franchising or operation of a business similar to a CherryBerry Store (including any business offering yogurt or other frozen dessert products for sale) at the Premises or within a geographical area consisting of (1) during the term of this Agreement, anywhere else and (2) after termination of this Agreement a three (3) mile radius from the location of any U-Swirl Frozen Yogurt store U-Swirl-n-Go store, CherryBerry store, Yogurtini store, Yogli Mogli store, Josie's store, Aspen Leaf store Let's Yo store and Fuzzy Peach store (including the store(s) owned or formerly owned by Franchisee) The terms U-Swirl Frozen Yogurt store", "U-Swirl-n-Go store", "CherryBerry store", "Yogurtini store', 'Yogli Mogli store', "Josie s store , 'Aspen Leaf store" "Let's Yo store" and Fuzzy Peach include not only the stores now in existence, but also those established at a later date The term of this covenant will be extended by any time consumed in litigation or arbitration to enforce it, in both trial and appellate courts, if applicable

b During the term of this Agreement and for a period of two (2) years after its expiration or termination for any reason, Franchisee shall not divert or attempt to divert any business customers, or potential customers of the System or the U-Swirl franchise system to any competitor by direct or indirect inducement or otherwise In addition, Franchisee shall not at any time do or perform any act, directly or indirectly, which harms the goodwill or reputation of the System or the U-Swirl franchise system

4 **Ratification** Except as it is specifically modified by this Amendment, the Agreement is ratified and remains in effect in its original form

U-Swirl International, Inc	**Franchisee** ______________________
By ______________________________	By ______________________________
________________________ Print Name	________________________ Print Name
Title ________________________	Title ________________________
OR (if one or more individuals)	________________________
	Print Name ____________________
	________________________
	Print Name ____________________

EXHIBIT B-3

YOGLI MOGLI AMENDMENT TO FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC
YOGLI MOGLI AMENDMENT TO FRANCHISE AGREEMENT

This Yoglı Moglı Amendment to Franchise Agreement (this '**Amendment**") is made and entered into as of the _____ day of ________________, 20__ (the "**Effective Date**") between **U-Swirl International, Inc**, a Nevada corporation, located at 265 Turner Drive Durango, Colorado 81301 ("**USI**"), and ______________________________ ______________________________ a ______________________________, located at ______________________________ ("**Franchisee**")

RECITALS

A USI and Franchisee are entering into a U-Swirl International, Inc Franchise Agreement, dated as of the same date as this Amendment (the "**Agreement**"), for a franchise to be located at ______________________________

B Franchisee is being granted the right to develop and operate at Premises a frozen yogurt store branded as Yogli Mogli®, rather than as U-Swirl Frozen Yogurt® as stated in the Agreement

AGREEMENT

1 **Definition of Certain Terms** Capitalized terms not defined in this Amendment have the meaning ascribed to them in the Agreement

2 **References to "U-Swirl Frozen Yogurt" and "U-Swirl Stores "**

A The reference to the service mark U-SWIRL FROZEN YOGURT® in Recital A of the Agreement is changed to refer to the service mark YOGLI MOGLI®

B Except stated for those provisions of the Agreement discussed below, references in the Recitals and in various Sections of the Agreement to "U-Swirl Frozen Yogurt stores" and "U-Swirl Stores" are changed to 'Yogli Mogli stores' and "Yogli Mogli Stores," respectively (and their singular forms, as applicable)

3 **Covenant Against Competition** Sections 2 9 c and 2 9 d of the Agreement are deleted and replaced with the following Sections

a During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any cause Franchisee shall not engage in any business In Competition with any Yogli Mogli Store The provisions of this Agreement bind Franchisee in any capacity, including as a franchisor, franchisee, sole proprietor officer, director, partner, limited liability company manager or member, stockholder or employee Notwithstanding the prior sentences, Franchisee will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent not more than 2% of the total securities of that entity issued and outstanding For purposes of this provision, "**In Competition**" means the franchising or operation of a business similar to a Yogli Mogli Store (including any business offering yogurt or other frozen dessert products for sale) at the Premises, or within a geographical area consisting of (1) during the term of this Agreement anywhere else, and (2) after termination of this Agreement, a three (3) mile radius from the location of any U-Swirl Frozen Yogurt store U-Swirl-n-Go store, CherryBerry store Yogurtini store, Josie's store Aspen Leaf store, Let's Yo store and Fuzzy Peach store (including the store(s) owned or formerly owned by Franchisee) The terms "U-Swirl Frozen Yogurt store", "U-Swirl-n-Go store" "CherryBerry store", "Yogurtini store", "Yogli Mogli store", "Josie s store", "Aspen Leaf store", 'Let s Yo store" and 'Fuzzy Peach include not only the stores now in existence, but also those established at a later date The term of this covenant will be extended by any time consumed in litigation or arbitration to enforce it, in both trial and appellate courts, if applicable

b During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any reason, Franchisee shall not divert or attempt to divert any business customers, or potential customers of the System or the U-Swirl franchise system to any competitor, by direct or indirect inducement or otherwise In addition, Franchisee shall not at any time do or perform any act, directly or indirectly which harms the goodwill or reputation of the System or the U-Swirl franchise system

4 **Ratification** Except as it is specifically modified by this Amendment, the Agreement is ratified and remains in effect in its original form

U-Swirl International, Inc	**Franchisee** ______________________
By ______________________	By ______________________
______________________ Print Name	______________________ Print Name
Title ______________________	Title ______________________
OR (if one or more individuals)	______________________
	Print Name ______________________
	______________________
	Print Name ______________________

EXHIBIT B-4

JOSIE'S AMENDMENT TO FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC
JOSIE'S AMENDMENT TO FRANCHISE AGREEMENT

This Yogurtini Amendment to Franchise Agreement (this "**Amendment**") is made and entered into as of the _____ day of ________________, 20__ (the "**Effective Date**') between **U-Swirl International, Inc** , a Nevada corporation, located at 265 Turner Drive, Durango Colorado 81301 ('**USI**") and ______________________________ ______________________________, a ______________________________, located at ______________________________ ('**Franchisee**")

RECITALS

A USI and Franchisee are entering into a U-Swirl International, Inc Franchise Agreement dated as of the same date as this Amendment (the **Agreement**") for a franchise to be located at ______________________________

B Franchisee is being granted the right to develop and operate at Premises a frozen yogurt store branded as Josie's Self-Serve Frozen Yogurt®, rather than as U-Swirl Frozen Yogurt® as stated in the Agreement

AGREEMENT

1 **Definition of Certain Terms** Capitalized terms not defined in this Amendment have the meaning ascribed to them in the Agreement

2 **References to "U-Swirl Frozen Yogurt" and "U-Swirl Stores "**

A The reference to the service mark U-SWIRL FROZEN YOGURT® in Recital A of the Agreement is changed to refer to the service mark JOSIE'S SELF-SERVE FROZEN YOGURT®

B Except stated for those provisions of the Agreement discussed below, references in the Recitals and in various Sections of the Agreement to U-Swirl Frozen Yogurt stores" and "U-Swirl Stores' are changed to "Josie's stores' and 'Josie s Stores, respectively (and their singular forms as applicable)

3 **Covenant Against Competition** Sections 2 9 c and 2 9 d of the Agreement are deleted and replaced with the following Sections

a During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any cause, Franchisee shall not engage in any business In Competition with any Josie's Store The provisions of this Agreement bind Franchisee in any capacity, including as a franchisor, franchisee sole proprietor, officer, director, partner, limited liability company manager or member, stockholder or employee Notwithstanding the prior sentences Franchisee will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent not more than 2% of the total securities of that entity issued and outstanding For purposes of this provision, '**In Competition** means the franchısıng or operatıon of a busıness sımılar to a Josıe's Store (ıncludıng any busıness offerıng yogurt or other frozen dessert products for sale) at the Premıses or wıthın a geographıcal area consıstıng of (1) durıng the term of thıs Agreement anywhere else, and (2) after termınatıon of thıs Agreement, a three (3) mıle radıus from the locatıon of any U-Swırl Frozen Yogurt store, U-Swırl-n-Go store CherryBerry store, Yogurtını store, Yoglı Moglı store, Aspen Leaf store, Let's Yo store and Fuzzy Peach store (ıncludıng the store(s) owned or formerly owned by Franchısee) The terms "U-Swırl Frozen Yogurt store , "U-Swırl-n-Go store', 'CherryBerry store "Yogurtını store", "Yoglı Moglı store", 'Josıe's store", "Aspen Leaf store', "Let s Yo store" and "Fuzzy Peach" ınclude not only the stores now ın exıstence, but also those establıshed at a later date The term of thıs covenant wıll be extended by any tıme consumed ın lıtıgatıon or arbıtratıon to enforce ıt, ın both trıal and appellate courts, ıf applıcable

b Durıng the term of thıs Agreement and for a perıod of two (2) years after ıts expıratıon or termınatıon for any reason, Franchısee shall not dıvert or attempt to dıvert any busıness customers, or potentıal customers of the System or the U-Swırl franchıse system to any competıtor, by dırect or ındırect ınducement or otherwıse In addıtıon Franchısee shall not at any tıme do or perform any act, dırectly or ındırectly, whıch harms the goodwıll or reputatıon of the System or the U-Swırl franchıse system

4 **Ratıfıcatıon** Except as ıt ıs specıfıcally modıfıed by thıs Amendment, the Agreement ıs ratıfied and remaıns ın effect ın ıts orıgınal form

U-Swırl Internatıonal, Inc

By ______________________________

____
Prınt Name

Tıtle ______________________________

Franchısee ______________________________

By ______________________________

____
Prınt Name

Tıtle ______________________________

OR
(ıf one or more ındıvıduals)

____

Prınt Name ______________________________

____

Prınt Name ______________________________

EXHIBIT B-5

ASPEN LEAF YOGURT AMENDMENT TO FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC
ASPEN LEAF AMENDMENT TO FRANCHISE AGREEMENT

This Aspen Leaf Amendment to Franchise Agreement (this "**Amendment**") is made and entered into as of the _____ day of ________________, 20__ (the '**Effective Date**") between **U-Swirl International, Inc**, a Nevada corporation, located at 265 Turner Drive, Durango Colorado 81301 ("**USI**") and ______________________________ ____________________________, a _____________________________________ located at ____ (**Franchisee**")

RECITALS

A USI and Franchisee are entering into a U-Swirl International, Inc Franchise Agreement, dated as of the same date as this Amendment (the '**Agreement**") for a franchise to be located at ____

B Franchisee is being granted the right to develop and operate at Premises a frozen yogurt store branded as Aspen Leaf®, rather than as U-Swirl Frozen Yogurt® as stated in the Agreement

AGREEMENT

1 **Definition of Certain Terms** Capitalized terms not defined in this Amendment have the meaning ascribed to them in the Agreement

2 **References to "U-Swirl Frozen Yogurt" and "U-Swirl Stores "**

A The reference to the service mark U-SWIRL FROZEN YOGURT® in Recital A of the Agreement is changed to refer to the service mark ASPEN LEAF®

B Except stated for those provisions of the Agreement discussed below references in the Recitals and in various Sections of the Agreement to "U-Swirl Frozen Yogurt stores" and "U-Swirl Stores" are changed to "Aspen Leaf stores' and "Aspen Leaf Stores," respectively (and their singular forms, as applicable)

3 **Covenant Against Competition** Sections 2 9 c and 2 9 d of the Agreement are deleted and replaced with the following Sections

a During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any cause Franchisee shall not engage in any business In Competition with any Aspen Leaf Store The provisions of this Agreement bind Franchisee in any capacity, including as a franchisor, franchisee, sole proprietor, officer, director, partner, limited liability company manager or member, stockholder or employee Notwithstanding the prior sentences, Franchisee will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent not more than 2% of the total securities of that entity issued and outstanding For purposes of this provision, "**In Competition**" means the franchising or operation of a business similar to an Aspen Leaf Store (including any business offering yogurt or other frozen dessert products for sale) at the Premises or within a geographical area consisting of (1) during the term of this Agreement anywhere else, and (2) after termination of this Agreement, a three (3) mile radius from the location of any U-Swirl Frozen Yogurt store, U-Swirl-n-Go store, CherryBerry store Yogurtini store Yogli Mogli store, Josie s store, Let's Yo store and Fuzzy Peach store (including the store(s) owned or formerly owned by Franchisee) The terms U-Swirl Frozen Yogurt store", 'U-Swirl-n-Go store", 'CherryBerry store "Yogurtini store" Yogli Mogli store , "Josie's store , Aspen Leaf store", "Let's Yo store" and "Fuzzy Peach" include not only the stores now in existence, but also those established at a later date The term of this covenant will be extended by any time consumed in litigation or arbitration to enforce it, in both trial and appellate courts, if applicable

b During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any reason, Franchisee shall not divert or attempt to divert any business, customers, or potential customers of the System or the U-Swirl franchise system to any competitor by direct or indirect inducement or otherwise In addition, Franchisee shall not at any time do or perform any act directly or indirectly which harms the goodwill or reputation of the System or the U-Swirl franchise system

4 **Ratification** Except as it is specifically modified by this Amendment the Agreement is ratified and remains in effect in its original form

U-Swirl International, Inc	**Franchisee** ______________________
By ______________________	By ______________________
______________________ Print Name	______________________ Print Name
Title ______________________	Title ______________________

OR
(if one or more individuals) ______________________

Print Name ______________________

____

Print Name ______________________

EXHIBIT B-6

LET'S YO AMENDMENT TO FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC
LET'S YO AMENDMENT TO FRANCHISE AGREEMENT

This Let's Yo Amendment to Franchise Agreement (this "**Amendment**") is made and entered into as of the _____ day of ________________, 20__ (the **Effective Date**") between **U-Swirl International, Inc**, a Nevada corporation located at 265 Turner Drive, Durango, Colorado 81301 ("**USI**"), and ______________________________ ______________________________ a ______________________________, located at ______________________________ ("**Franchisee**')

RECITALS

A USI and Franchisee are entering into a U-Swirl International, Inc Franchise Agreement, dated as of the same date as this Amendment (the **Agreement**") for a franchise to be located at ______________________________

B Franchisee is being granted the right to develop and operate at Premises a frozen yogurt store branded as Let's Yo®, rather than as U-Swirl Frozen Yogurt® as stated in the Agreement

AGREEMENT

1 **Definition of Certain Terms** Capitalized terms not defined in this Amendment have the meaning ascribed to them in the Agreement

2 **References to "U-Swirl Frozen Yogurt" and "U-Swirl Stores "**

A The reference to the service mark U-SWIRL FROZEN YOGURT® in Recital A of the Agreement is changed to refer to the service mark LET S YO®

B Except stated for those provisions of the Agreement discussed below, references in the Recitals and in various Sections of the Agreement to 'U-Swirl Frozen Yogurt stores" and "U-Swirl Stores' are changed to "Let's Yo stores" and Let s Yo Stores,' respectively (and their singular forms, as applicable)

3 **Covenant Against Competition** Sections 2 9 c and 2 9 d of the Agreement are deleted and replaced with the following Sections

a During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any cause, Franchisee shall not engage in any business In Competition with any Let's Yo Store The provisions of this Agreement bind Franchisee in any capacity, including as a franchisor, franchisee sole proprietor, officer director, partner limited liability company manager or member, stockholder or employee Notwithstanding the prior sentences, Franchisee will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent not more than 2% of the total securities of that entity issued and outstanding For purposes of this provision, '**In Competition**' means the franchising or operation of a business similar to a Let's Yo Store (including any business offering yogurt or other frozen dessert products for sale) at the Premises or within a geographical area consisting of (1) during the term of this Agreement, anywhere else, and (2) after termination of this Agreement a three (3) mile radius from the location of any U-Swirl Frozen Yogurt store U-Swirl-n-Go store CherryBerry store, Yogurtini store, Josie's store, Aspen Leaf store and Fuzzy Peach store (including the store(s) owned or formerly owned by Franchisee) The terms "U-Swirl Frozen Yogurt store", "U-Swirl-n-Go store', "CherryBerry store' "Yogurtini store", "Yogli Mogli store", "Josie's store" "Aspen Leaf store Let s Yo store" and "Fuzzy Peach" include not only the stores now in existence, but also those established at a later date The term of this covenant will be extended by any time consumed in litigation or arbitration to enforce it, in both trial and appellate courts, if applicable

b During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any reason, Franchisee shall not divert or attempt to divert any business customers, or potential customers of the System or the U-Swirl franchise system to any competitor, by direct or indirect inducement or otherwise In addition, Franchisee shall not at any time do or perform any act, directly or indirectly, which harms the goodwill or reputation of the System or the U-Swirl franchise system

4 **Ratification** Except as it is specifically modified by this Amendment, the Agreement is ratified and remains in effect in its original form

U-Swirl International, Inc	**Franchisee** ______________________
By ______________________________	By ______________________________
______________________ Print Name	______________________ Print Name
Title ______________________	Title ______________________
OR (if one or more individuals)	______________________________
	Print Name ______________________
	______________________________
	Print Name ______________________

EXHIBIT B-7

FUZZY PEACH AMENDMENT TO FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC
FUZZY PEACH AMENDMENT TO FRANCHISE AGREEMENT

This Fuzzy Peach Amendment to Franchise Agreement (this '**Amendment**") is made and entered into as of the _____ day of _______________, 20__ (the "**Effective Date**") between **U-Swirl International, Inc**, a Nevada corporation located at 265 Turner Drive, Durango, Colorado 81301 (**USI**") and ______________________________ ____________________________ a ______________________________, located at ____ ("**Franchisee**")

RECITALS

A USI and Franchisee are entering into a U-Swirl International, Inc Franchise Agreement, dated as of the same date as this Amendment (the **Agreement**"), for a franchise to be located at ____

B Franchisee is being granted the right to develop and operate at Premises a frozen yogurt store branded as The Fuzzy Peach Frozen Yogurt Bar®, rather than as U-Swirl Frozen Yogurt® as stated in the Agreement

AGREEMENT

1 **Definition of Certain Terms** Capitalized terms not defined in this Amendment have the meaning ascribed to them in the Agreement

2 **References to "U-Swirl Frozen Yogurt" and "U-Swirl Stores "**

A The reference to the service mark U-SWIRL FROZEN YOGURT® in Recital A of the Agreement is changed to refer to the service mark THE FUZZY PEACH FROZEN YOGURT BAR®

B Except stated for those provisions of the Agreement discussed below, references in the Recitals and in various Sections of the Agreement to "U-Swirl Frozen Yogurt stores" and 'U-Swirl Stores are changed to "Fuzzy Peach stores" and "Fuzzy Peach Stores respectively (and their singular forms, as applicable)

3 **Covenant Against Competition** Sections 2 9 c and 2 9 d of the Agreement are deleted and replaced with the following Sections

a During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any cause, Franchisee shall not engage in any business In Competition with any Fuzzy Peach Store The provisions of this Agreement bind Franchisee in any capacity, including as a franchisor, franchisee, sole proprietor, officer, director partner, limited liability company manager or member, stockholder or employee Notwithstanding the prior sentences, Franchisee will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent not more than 2% of the total securities of that entity issued and outstanding For purposes of this provision "**In Competition**" means the franchising or operation of a business similar to a Fuzzy

Peach Store (including any business offering yogurt or other frozen dessert products for sale) at the Premises, or within a geographical area consisting of (1) during the term of this Agreement, anywhere else, and (2) after termination of this Agreement a three (3) mile radius from the location of any U-Swirl Frozen Yogurt store, U-Swirl-n-Go store, CherryBerry store, Yogurtini store Josie's store, Aspen Leaf store and Let's Yo store (including the store(s) owned or formerly owned by Franchisee) The terms "U-Swirl Frozen Yogurt store', U-Swirl-n-Go store', "CherryBerry store", "Yogurtini store", "Yogli Mogli store", "Josie's store', "Aspen Leaf store , 'Let's Yo store" and Fuzzy Peach include not only the stores now in existence, but also those established at a later date The term of this covenant will be extended by any time consumed in litigation or arbitration to enforce it, in both trial and appellate courts if applicable

b During the term of this Agreement, and for a period of two (2) years after its expiration or termination for any reason, Franchisee shall not divert or attempt to divert any business customers or potential customers of the System or the U-Swirl franchise system to any competitor, by direct or indirect inducement or otherwise In addition, Franchisee shall not at any time do or perform any act, directly or indirectly, which harms the goodwill or reputation of the System or the U-Swirl franchise system

4 **Ratification** Except as it is specifically modified by this Amendment, the Agreement is ratified and remains in effect in its original form

U-Swirl International, Inc	**Franchisee** ________________
By ________________	By ________________
Print Name	Print Name
Title ________________	Title ________________
OR (if one or more individuals)	________________
	Print Name ________________
	________________
	Print Name ________________

EXHIBIT B-8

U-SWIRL-N-GO AMENDMENT TO FRANCHISE AGREEMENT

U-SWIRL INTERNATIONAL, INC
U-SWIRL-N-GO AMENDMENT TO FRANCHISE AGREEMENT

This U-Swirl-n-Go Amendment to Franchise Agreement (this "**Amendment**") is made and entered into as of the _____ day of ________________, 20__ (the "**Effective Date**") between **U-Swirl International, Inc**, a Nevada corporation, located at 265 Turner Drive Durango, Colorado 81301 ("**USI**"), and ______________________________________ ______________________, a ________________________________, located at _________ ____ ("**Franchisee**")

RECITALS

A USI and Franchisee are entering into a U-Swirl International, Inc Franchise Agreement dated as of the same date as this Amendment (the "**Agreement**") for a franchise to be located at ____

B Franchisee will be granted the right to develop and operate a U-Swirl-n-Go store at that location (the "**U-Swirl-n-Go Store**")

C The provisions of the Agreement are modified as specified below for a U-Swirl-n-Go franchise

AGREEMENT

1 **Definition of Certain Terms** Capitalized terms not defined in this Amendment have the meaning ascribed to them in the Agreement

2 **References to the Store**

A Recital B in the Agreement is supplemented with the following sentence

USI has also developed a limited-product version of the U-Swirl Store (a "**U-Swirl-n-Go Store**") which is designed to be located in Non-traditional Locations (as defined below), under the mark "U-SWIRL-N-GO"

B All references in the Agreement (other than in the Recitals) to the "U-Swirl Store" and the "Store" (and their plural forms) are changed to refer to the "**U-Swirl-n-Go Store**" (and its plural form), except as follows Reference to any "U-Swirl Store" in **Section 6 8 a** of the Agreement means any U-Swirl Store and/or any U-Swirl-n-Go Store (as applicable)

3 **References to the Premises** All references in the Agreement to the "**Premises**" mean the general area in the Non-traditional Location specified in the General Addendum in which the U-Swirl-n-Go Store is located

4 **References to Mark** All references in the Agreement to Franchisee operating the business under the mark "U-SWIRL FROZEN YOGURT" and to Franchisee using the mark "U-SWIRL FROZEN YOGURT" are changed to refer to the mark "U-SWIRL-N-GO"

5 **Franchise Grant**

A Section 1 1 a of the Agreement is deleted and replaced with the following Section 1 1 a

a During the term of this Agreement, USI grants Franchisee a franchise to operate a U-Swirl-n-Go Store (the "**Store**') within a Non-traditional Location (as defined in **Section 2** of the General Addendum to this Agreement) The franchise includes the exclusive right to use the System as provided in this Agreement at the location (the '**Premises**') listed in the **Section 1** of the General Addendum to this Agreement The General Addendum is attached to this Agreement as **Exhibit 1** and incorporated into this Agreement by reference Franchisee has no right to relocate the Store to any other location

B Section 1 1 b of the Agreement is deleted and replaced with the following Section 1 1 b

b During the term of this Agreement, USI grants Franchisee an exclusive territory consisting of only the one Non-traditional Location specified in **Section 1** of the General Addendum in **Exhibit 1** (the '**Territory**") USI will not establish or franchise another U-Swirl Store within the Territory

C Section 1 1 d of the Agreement is deleted and replaced with the following Section 1 1 d

d Franchisee acknowledges that USI or an affiliate of USI, if any, may be operating stores under the name "U-SWIRL FROZEN YOGURT' and/or "U-SWIRL-N-GO" and that those stores are similar to the Store that will be operated by Franchisee under this Agreement

6 **Initial Franchise Fee** Section 1 2 of the Agreement is deleted and replaced with the following Section 1 2

1 2 Initial Franchise Fee

The initial franchise fee for the rights granted under this Agreement is the amount listed in the General Addendum in **Exhibit 1**, if any If an initial fee is assessed, it is payable prior to, or at the signing of this Agreement, and it is nonrefundable

7 **Term and Renewal**

A Section 1 3 a of the Agreement is deleted and replaced with the following Section 1 3 a

a The term of this Agreement, and the period within which Franchisee will enjoy its rights and privileges, will begin as of the Effective Date, and will terminate five (5) years thereafter Franchisee will however have the option to renew its franchise rights by obtaining up to two successor franchises, each for terms of five (5) years subject to all terms and conditions then being required of new franchisees including the then-prevailing Royalty Fee rate

B Subsection 1 3 b 2 of the Agreement is deleted and replaced with the following Section 1 3 b 2

2 not have received more than two written notices of breach of this

Agreement dunng the term whether cured or not

C Subsectıon 1 3 b 4 of the Agreement ıs deleted and replaced wıth the followıng Sectıon 1 3b 4

4 pay to USI a **Successor Franchıse Fee** of Ten Thousand Dollars ($10,000 00),

8 Royalty and Reports Sectıons 1 6 a through 1 6 d of the Agreement are deleted and replaced wıth the followıng Sectıons 1 6 a through 1 6 c

a As addıtıonal consıderatıon for the nghts granted to Franchısee ın thıs Agreement Franchısee shall pay USI a "**Royalty Fee** as follows (1) $10,000 per year, payable upon sıgnıng thıs Agreement and upon each annıversary date of the term of thıs Agreement, ın each case for the year ahead, or (2) $1,000 per month payable on the fırst day of each month for the month just ended Franchısee may change the method of payment of the Royalty Fee for any year after fırst year of the ınıtıal term of thıs Agreement by notıfyıng USI of ıts desıre to do so at least 30 days before the annıversary date of the term of thıs Agreement

b "**Net Sales**" are defıned as all charges and receıpts from any actıvıtıes conducted ın, or ın connectıon wıth, the Store ıncludıng sales of Store products made away from the Store (such as ın caterıng), less sales and use taxes, dıscounts, and refunds However, the Net Sales do not ınclude sales of products not among the Store products, such as sales of non-U-Swırl-n-Go Store products ın a convenıence store or by other retaıl tenants ın an aırport

c Franchısee shall provıde to USI (1) by Tuesday of each week a report of Net Sales and purchases from vendors to the Store durıng the prıor week (a "**Weekly Sales Report**") and (2) by the fıfth (5^{th}) day of each month, for the prıor month, reports of Net Sales purchases from vendors to the Store, and profit and loss (a "**Monthly Sales Report**"), each on forms approved or furnıshed by USI ın accordance wıth the provısıons of **Sectıon 2 13** of thıs Agreement

9 Approval of Lease Sectıon 2 1 b of the Agreement ıs deleted

10 Constructıon or Remodelıng of Store Sectıon 2 2 of the Agreement ıs deleted and replaced wıth the followıng Sectıon 2 2

2 2 Constructıon or Remodelıng of Store and Premıses

All constructıon or remodelıng of the Store must be ın accordance wıth the standards and specıfıcatıons of USI, as may be specıfıed ın the Operatıons Manual or other document delıvered by USI to Franchısee, and any local governıng body (ı e , cıty, county, etc)

11 Restrıcted Use of Premıses and Store Sectıon 2 3 of the Agreement ıs deleted and replaced wıth the followıng Sectıon 2 3

2 3 Restricted Use of Premises

a Franchisee shall not wholly or partially sublet the Premises The facility in which the U-Swirl-n-Go Store is located must be operated at all times as a Non-traditional Location The U-Swirl-n-Go Store must be operated at all times in full compliance with this Agreement, the lease for the Non-traditional Location and the Operations Manual Franchisee shall not conduct businesses or activities in the Non-traditional Location other than the U-Swirl-n-Go Store and those other types of businesses or activities being conducted at the Non-traditional Location as of the Effective Date of this Agreement, except with USI's prior written consent (which consent may be withheld for any reason)

b In addition to the restrictions on sales within or from the Store, as stated in **Section 2 5** below, (1) no item that is illegal under applicable federal, state or local law can be sold in or from any portion of the Non-traditional Location under the ownership or control of Franchisee, and (2) the following items cannot be sold in areas adjacent to the Store sexually explicit and/or violent books, magazines, games, or videos (television programs, movies, etc) sexual products (e g , "sex toys), or medical or recreational marijuana of any kind or form even if legal under state law

12 Equipment and Signs Sections 2 6 b through 2 6 f of the Agreement are deleted and replaced with the following Sections 2 6 b and 2 6 c

b Franchisee must purchase or lease for, and use in the Store a computer and an electronic cash register system that are compatible with USI s systems, and that allow for electronic access by USI to daily and hourly sales and inventory information

c Franchisee understands and agrees that USI has the right, at any time to establish a system to independently access Franchisee's sales information through the electronic cash register system used for the Store Franchisee understands and agrees that USI has the right, at any time to establish a system to independently access all information in Franchisee's computer system used for the Store

13 No Opening Team Section 2 8 k is deleted

14 Standards of Operation Section 2 10 c of the Agreement is deleted and replaced with the following Section 2 10 c

c Franchisee must operate the Store in accordance with USI's standards of food quality cleanliness, and customer service, and Franchisee shall conduct and maintain the Premises and the rest of the Non-traditional Location so as not to distract from or interfere with the integrity and standards of USI Franchisee shall at all times comply with the terms of this Agreement and the Operations Manual, as they presently exist or exist in the future and all applicable laws, rules, ordinances and regulations of governmental authorities pertaining to the operation of the Store Franchisee must at all times maintain the equipment and fixtures of the Store to the standards of USI

15 Telephone Line Section 2 10 g of the Agreement is deleted and replaced with the following Section 2 10 g g At Franchisee's expense, Franchisee must maintain at all times during the term of this Agreement a dedicated business telephone line (1) for the Non-traditional location, if Franchisee owns and/or controls the entire Non-traditional Location (such as a convenience store), or (2) for the Store, if Franchisee does not own and/or control the entire Non-traditional Location (such as an airport)

16 Local Advertising

A Section 2 11 a of the Agreement is deleted and replaced with the following Section 2 11 a

a At all times, Franchisee shall operate the franchised business under the trade name "U-Swirl-n-Go," unless advised otherwise in writing by USI Franchisee is not required by USI to conduct any local advertising of the Store although Franchisee may elect to do so

B Section 2 11 c is deleted

C Section 2 11 e is deleted and replaced with the following Section 2 11 e

e A dominant marketing area (a "**DMA**") is a metropolitan market where the local radio and television coverage encompasses multiple locations of U-Swirl Stores and/or U-Swirl-n-Go Stores If the Store is located in a DMA, and if USI establishes a regional advertising program (an "**Advertising Cooperative**") for the benefit of U-Swirl Stores/U-Swirl-n-Go stores (as applicable) located in that DMA, Franchisee will be required to be member of the Advertising Cooperative In that situation, USI will direct Franchisee to pay to the Advertising Cooperative each month an amount up to $150 00, as specified by USI Franchisee will not be required to pay more than $150 00 per month to the Advertising Fund (as defined below) and to an Advertising Cooperative, so all or a part of the Advertising Fund Fee (as defined below) may be eliminated or redirected USI may establish other requirements for an Advertising Cooperative and Franchisee must comply with those requirements but no such requirements will conflict with the provisions of this Agreement

D Section 2 11 f is deleted and replaced with the following Section 2 11 f

f USI has established a national advertising fund for the U-Swirl-n-Go and U-Swirl Frozen Yogurt systems for the U S (the '**Advertising Fund**") USI may but is not required to direct certain suppliers to pay to the Advertising Fund rebates based on purchases of products by USI's franchisees If and when USI determines that the U-Swirl-n-Go and U-Swirl Frozen Yogurt systems (evaluated as a whole) have grown to a sufficient size (in USI's sole determination), in addition to the advertising obligations described above in this Agreement, Franchisee shall pay each month to USI, or if instructed to do so by USI, directly into the Advertising Fund, an amount up to $150 00, as specified by USI (the "**Advertising Fund Fee**") The Advertising Fund Fee will be reduced proportionately by the amount USI requires Franchisee to contribute to an Advertising Cooperative, but to not less than 0% Funds paid by Franchisee pursuant to this provision will be kept in a separate Advertising Fund account, apart from other funds of USI, except for the reimbursement of USI costs and expenses related to the administration of the Advertising Fund by USI, as mentioned below Each payment must be made by Franchisee on the first day of each month for the month just ended

E Section 2 11 k is deleted

17 Right to Inspect Section 2 12 is deleted and replaced with the following Section 2 12

2 12 Right to Inspect

Representatives or designees of USI have the right to enter the Non-traditional Location and (1) view all portions of the Non-traditional Location open to the public, and (2) and examine or inspect the Store and the Premises during business hours and at other times agreeable to Franchisee At the time of any such examination or inspection, USI or its representatives or designees may give advice and assistance to Franchisee related to the management and operation of the Store Franchisee must promptly remedy any deficiency found by the inspector in the Premises, in the Store operations or otherwise related to this Agreement At all times, representatives and designees of USI must be given free access to Franchisee's books and records pertaining to the franchised business, and they may audit those books and records if USI, in its sole determination, deems an audit necessary or desirable Representatives or designees of USI may conduct such tests and inspections as they deem necessary or desirable to verify Net Sales and compliance with this Agreement If an inspection or audit is undertaken because of Franchisee's failure to submit to USI reports required by this Agreement or the Operations Manual, if Franchisee does not cooperate with USI in any inspection or audit, or if any inspection or audit reveals that Franchisee has underreported Net Sales by more than three percent (3%), Franchisee shall, within thirty (30) days, pay to USI or reimburse USI for all of the costs and expenses incurred by USI or its representatives or designees in conducting the audit or inspection including attorneys and accountants fees and costs That payment will be without prejudice to any other remedies USI may have under this Agreement or applicable law including the right to terminate this Agreement, without opportunity to cure, in the case of intentional underreporting of Net Sales

18 Books, Records and Reports Section 2 13 of the Agreement is deleted and replaced with the following Section 2 13

2 13 Books, Records and Reports

USI will provide to Franchisee information regarding the record keeping systems to be used by Franchisee in the Store Franchisee shall keep full complete and accurate books and accounts concerning the Store in accordance with U S generally accepted accounting principles, and in the form and manner prescribed below or as from time to time further prescribed by USI Franchisee agrees to submit reports and data to USI electronically if USI advises Franchisee to do so Franchisee agrees to do all of the following

a Submit to USI on a USI-approved form (1) on or before Tuesday of each week, a signed report of Net Sales and purchases from vendors to the Store during the prior week and (2) on or before the fifth (5^{th}) day of each month, a signed report of Net Sales and purchases from vendors to the Store during the preceding calendar month

b Submit to USI on or before the fifth (5^{th}) day of each month, on a USI-approved form, a profit and loss statement for the Store for the preceding calendar month, prepared in accordance with U S generally accepted accounting principles

c Submit to USI, at the times required, such other periodic forms, reports and information as may from time to be time be prescribed by USI

d Preserve, in the English language and for the time periods set forth below, all accounting records and supporting documents relating to the Franchisee's operation of the Store (referred to below as the "**Records**') including

1 daily cash reports,

2 cash receipts journal and general ledger,

3 cash disbursements journal and weekly payroll register,

4 monthly bank statements, and daily deposit slips and canceled checks

5 all tax returns including personal returns of Franchisee if Franchisee is one or more individuals, or of Franchisee if Franchisee is an entity,

6 records of all outside sales,

7 such other records as USI may from time to time request

e File all federal and state tax returns of Franchisee on a timely basis, and provide copies of them to USI USI may require that tax returns from all shareholders limited liability company members, partners, or other owners of Franchisee be provided to USI, if Franchisee is other than an individual

f During the term of this Agreement, Franchisee shall preserve the Records for at least its current fiscal year and for the three (3) immediate preceding fiscal years For three (3) years after the date of any transfer of an interest in this Agreement the transferor of such interest will preserve the Records for its last three (3) fiscal years of operation under this Agreement For three (3) years after the expiration of the term of this Agreement (or after any earlier termination) Franchisee shall preserve the Records for its last three (3) fiscal years of operation under this Agreement

19 Hours of Operation Section 2 15 of the Agreement is deleted and replaced with the following Section 2 15

2 15 Hours of Operation

Franchisee shall keep the Store open for business to the public and lighted and staffed at all times (a) that it keeps the Non-traditional Location open for business, if Franchisee owns and/or controls the entire Non-traditional Location (such as a convenience store) or (b) as specified by the lease for the Premises if Franchisee does not own and/or control the entire Non-traditional Location (such as an airport)

20 Prior Consent of USI to Transfer Section 3 1 c is deleted and replaced with the following Section 3 1 c

c This franchise cannot be transferred apart from the Non-traditional Location and the ownership of the Non-traditional Location in which the Store is located Thus this Agreement, and the rights and obligations of Franchisee under this Agreement, can only be transferred by Franchisee in conjunction with a transfer of the ownership of the Non-traditional Location in which the Store is located Provided that Franchisee is not attempting to transfer this franchise apart from the Non-traditional Location and the ownership of the Non-traditional Location, the following provision applies USI shall not unreasonably withhold its consent to a Transfer, provided that (1) the proposed transferee meets all the conditions for consent by USI to a Transfer, as stated below in this Agreement, and (2) it is demonstrated to the satisfaction of USI that the proposed transferee can perform and comply with a franchisee's obligations under this Agreement, or the current form of agreement then required of new franchisees (the choice of which form of agreement applies to be made solely by USI)

21 Advance Notice of Proposed Terms and Right of First Refusal Section 3 2 of the Agreement is deleted

22 Conditions of Consent Section 3 3 a of the Agreement is deleted and replaced with the following Section 3 3 a

a Franchisee provided to USI, in writing, the following information about the proposed transferee (the "**Transferee**") (1) Name, address and telephone number (2) business experience and present occupation (3) a recent financial statement, and (4) any other information USI may reasonably request Franchisee must also include information as to the identity of all who will own an interest in this Agreement or in the franchised business after the completion of the Transfer their respective interests, and the proposed terms and conditions of sale and payment Transferee, consisting of the individuals comprising Transferee and/or a business entity that will own the franchise, as applicable, must be financially acceptable, not associated with a competitor of USI, have no conflicting interests, be of good moral character and reputation and meet USI's other criteria and conditions that USI applies to new franchisees

23 Multiple Defaults Section 5 1 f of the Agreement is deleted and replaced with the following Section 5 1 f

f Franchisee is in breach of this Agreement and has received two prior notices of default from USI during the term of this Agreement, regardless of whether the defaults were cured by Franchisee

[*Remainder of Page Intentionally Left Blank*]

24 **Ratification** Except as it is specifically modified by this Amendment the Agreement is ratified and remains in effect in its original form

U-Swirl International, Inc

By ______________________________

____
Print Name

Title ______________________________

Franchisee ______________________________

By ______________________________

____
Print Name

Title ______________________________

OR
(if one or more individuals)

____

Print Name ______________________________

____

Print Name ______________________________

EXHIBIT B-9

USI RMCF CO-BRAND AMENDMENT TO FRANCHISE AGREEMENT

CO-BRANDED STORES ADDENDUM TO FRANCHISE AGREEMENT

This Co-Branded Stores Addendum to Franchise Agreement (this **Addendum**') is between **U-Swirl International, Inc** ("**USI**') and the undersigned "**Franchisee** "

WHEREAS Rocky Mountain Chocolate Factory Inc , a Colorado corporation ('**RMCF**"), has developed proprietary methods ("**RMCF Methods**") for the development and operation of retail stores that sell gourmet chocolate and store-made confections and RMCF manufactures an extensive line of premium chocolates and other confectionery products ('**RMCF Products**"), all of which are sold in stores under the Rocky Mountain Chocolate Factory® name and associated trademarks and service marks ("**RMCF Marks**") (the RMCF Methods RMCF Products and RMCF Marks being collectively referred to as the "**RMCF System**'),

WHEREAS, RMCF and USI have entered into a Master License Agreement dated April 1, 2013 ("**Master License Agreement**') whereby RMCF has permitted USI and USI's franchisees to use the RMCF Marks and sell the RMCF Products in franchisees' U-Swirl Stores, Yogurtini Stores and CherryBerry Stores as well as in USI and USI's affiliate-owned retail stores

WHEREAS, Franchisee has entered into a Franchise Agreement with USI (or one of its affiliated brands, as subsequently assigned to USI), dated ____________, 20___ ("**Franchise Agreement**"), for the operation of a U-Swirl Store, or other affiliated brand, under the terms of a ____________________ Amendment to Franchise Agreement, for operation of a __________________Store, and

WHEREAS, Franchisee wishes to enter into this Addendum to its Franchise Agreement in order to supplement its product offerings with certain RMCF Products and use of the RMCF Methods and certain RMCF Marks as part of its Franchised Business and

WHEREAS all capitalized terms not defined in this Addendum have the respective meanings set forth in the Franchise Agreement (as amended by the ________________ Amendment to Franchise Agreement, if applicable)

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1 <u>Grant</u> USI grants to Franchisee, and Franchisee accepts from USI, during the term of this Addendum a limited right, solely in accordance with this Addendum, to use the RMCF System including the RMCF Marks, to sell the RMCF Products at the Store (the "**RMCF Rights**") Neither USI nor Franchisee has any ownership of the rights to, interest in, or goodwill associated with the RMCF Marks

2 <u>Term of Grant</u> The term of this Addendum shall commence on the Effective Date (as defined below) and, unless sooner terminated pursuant to **Section 20** or **21** of this Addendum, it will expire on the same date as the Franchise Agreement, including all renewals

3 <u>Application of Agreement to Co-Branded Store</u> All references in the Franchise Agreement to the "Store," as defined in **Section 1 1** of the Franchise Agreement, are changed to refer to the **Co-Branded Store** " Except as may be otherwise noted in this

Addendum or in the Franchise Agreement, all applicable terms, conditions, and requirements set forth in the Franchise Agreement applicable to the Store apply to the Co-Branded Store

4 **Description of Co-Branded Store** Franchisee's "**Co-Branded Store**" will be a U-Swirl Store, a Yogurtini Store or a CherryBerry Store that offers self-serve frozen yogurt with a variety of toppings, including ROCKY MOUNTAIN CHOCOLATE FACTORY® premium candy toppings and ROCKY MOUNTAIN CHOCOLATE FACTORY® packaged candy plus some or all of the additional products traditionally made in and sold through ROCKY MOUNTAIN CHOCOLATE FACTORY® stores, as specified by Rocky Mountain Chocolate Factory, Inc ("**RMCF**")

5 **Initial Franchise Fee** The initial franchise fee for the Co-Branded Store Franchise is stated in the General Addendum to Franchise Agreement, except if this Addendum is for a conversion of an existing U-Swirl Store or ______________ Store into a Co-Branded Store the initial franchise fee for the Conversion Franchise is $6,000 The terms '**Co-Branded Store Franchise**' and "**Conversion Franchise**" have the meaning ascribed to them in the Franchise Disclosure Document or in a supplement to that document, provided by USI to Franchisee

6 **Store Premises** A new **Section 2 2 c** is added to the Franchise Agreement, as follows

c Franchisee acknowledges that USI's standards and specifications for a Co-Branded Store may be different from those of a standard U-Swirl Store, Yogurtini Store or CherryBerry Store and may include standards and specifications related to the RMCF products and services offered in a Co-Branded Store

7 **Conversion and Design, Signs, Equipment** A new **Section 2 6 i** is added to the Franchise Agreement, as follows

i Franchisee agrees to comply with any policies procedures, standards and specifications contained in USI s or RMCF s Operations Manual pertaining to Co-Branded Stores

8 **Initial Training Program** **Section 2 8 a** of the Franchise Agreement is supplemented with the following sentence

Franchisee or its Principal Representative shall also complete, to USI's and/or RMCF's reasonable satisfaction that portion of the initial training program applicable to the RMCF Methods as designated by RMCF

9 **Operations Manual** **Section 2 7** of the Franchise Agreement is supplemented with the following sentences

USI will also loan to Franchisee a copy of the Operations Manual for ROCKY MOUNTAIN CHOCOLATE FACTORY® Stores, which is the confidential and proprietary property of RMCF In this Section the definition of "**Operations Manual**" includes the RMCF Operations Manual, in addition to USI s Operations Manual All references to the "Operations Manual" throughout this Agreement include USI's and RMCF's Operations Manual, and all terms conditions and obligations in this Agreement that relate to USI's Operations Manual apply with equal force and effect to RMCF's Operations Manual

10 **Co-Branded Store Operations**

(a) The third sentence of **Section 2 5 a** of the Franchise Agreement is deleted and replaced with the following sentence

Franchisee shall offer all types of products and services as from time to time may be prescribed by USI or RMCF for Co-Branded Stores, and shall refrain from offering any other types of products or services, or operating or engaging in any other type of business or profession, from or through the Co-Branded Store including, without limitation, filling Wholesale Orders, as defined below or selling authorized products through the Internet, catering or other off-premises sales without the prior written consent of USI "**Wholesale Orders**" are those orders or sales where the principal purpose of the purchase is for resale, not consumption, or any sale other than those sold over the counter at a price other than that price charged to the general public provided, however that volume discounted sales made on the premises of the Store to a single purchaser and not for resale, and discounted sales made on the premises of the Store to charitable organizations for fund-raising purposes, shall be permitted

(b) The following sentence is added to the end of **Section 2 5 a** of the Franchise Agreement

Franchisee acknowledges and agrees that the products and services offered for sale from or through the Co-Branded Store and the standards and specifications of USI related thereto may differ from that of a standard U-Swirl Store or ______________ Store, and may be subject to alternative standards and specifications as may be developed and made available by the USI and/or RMCF from time to time

11 **Monthly Royalty** The following sentence is added at the end of **Section 1 6 c** of the Franchise Agreement

Further, Franchisee agrees to report all Net Sales generated from or through its Co-Branded Store in the manner prescribed by USI for Co-Branded Store

12 **Advertising** A new Section **2 11 n** is added to the Franchise Agreement as follows

Franchisee acknowledges that USI s standards and specifications for advertising and marketing a Co-Branded Stores will incorporate ROCKY MOUNTAIN CHOCOLATE FACTORY® products and RMCF Marks, and thus, may differ from the advertising and marketing standards and specifications for a standard U-Swirl Store

13 **The System** The last sentence of Recital A of the Franchise Agreement is deleted and replaced with the following sentences

The System for Co-Branded Stores includes the contents of USI s and RMCF's Operations Manual, and other standards and specifications as prescribed by USI for Co-Branded Stores from time to time Much of the information related to the components of the System constitutes trade secrets of USI, and some of the information related to the components of the System constitutes trade secrets of RMCF

14 **RMCF Marks** Franchisee acknowledges that RMCF and USI have the right to use and to permit others to use the RMCF Marks listed in Attachment A of this Addendum, and that Franchisee's right to use the RMCF Marks is derived solely from this Addendum and is limited to the exercise of the RMCF Rights granted by and in compliance with this Addendum Franchisee's use of the RMCF Marks in any manner other than as specifically authorized by this Addendum will constitute an infringement of RMCF's and USI s rights in and to the RMCF Marks Franchisee acknowledges and agrees that usage of the RMCF Marks under the terms of this Addendum and any goodwill or reputation established by that usage will inure to RMCF's and USI s benefit, and that this Addendum does not confer any goodwill, reputation, or other interests in the RMCF Marks upon Franchisee (other than the right to display the RMCF Marks in compliance with this Addendum) All provisions of this Addendum will also be applicable to any additional RMCF Marks that RMCF and USI may at any time permit Franchisee to use Franchisee acknowledges that it has not acquired any right, title or interest in any RMCF Marks except as is authorized and governed by this Addendum Except as permitted in the Operations Manual, Franchisee agrees not to use any RMCF Marks as part of an e-mail address or on any sites on the Internet, and Franchisee agrees not to use or register any of the RMCF Marks as a domain name on the Internet

15 **RMCF System** Franchisee acknowledges that RMCF owns and controls the RMCF System, which includes trade secrets of RMCF, and Franchisee acknowledges that RMCF has valuable rights in and to those trade secrets Franchisee further acknowledges that it has not acquired any right title, or interest in the RMCF System except for the right to use the RMCF Marks and the RMCF Methods and to sell RMCF Products, in strict compliance with the terms of this Addendum

16 **RMCF's Reservation of Rights** Franchisee acknowledges that the rights granted in this Addendum are non-exclusive, and that pursuant to the Master License Agreement RMCF retains the rights, among others (1) to use and to license others to use, the RMCF System for the operation of RMCF stores kiosk stores, satellite stores, temporary stores and other co-branded stores, at any location other than at the Store, (2) to use the RMCF System to identify services and products promotional and marketing efforts or related items and to identify products and services similar to or the same as those which Franchisee will sell, but made available through alternative channels of distribution other than through traditional RMCF stores, at any location other than at the Store, including but not limited to, through satellite stores, temporary stores, kiosk stores other co-branded stores, by way of mail order, (including electronic mail order), the Internet, catalog, telemarketing other direct marketing methods television, retail store display or through the wholesale sale of its products to unrelated retail outlets or to candy distributors or outlets located in stadiums, arenas airports, turnpike rest stops or supermarkets and (3) to use and license the use of other proprietary marks or methods in connection with the sale of products and services similar to those which Franchisee will sell or in connection with the operation of retail stores selling chocolate and other products at any location other than at the Store, which stores are the same as, or similar to, or different from a traditional ROCKY MOUNTAIN CHOCOLATE FACTORY® store or a satellite store, a temporary store, a co-branded store or a kiosk store, on any terms and conditions as RMCF deems advisable and without granting Franchisee any rights to them

17 **Creative Ownership** All copyrightable works created by Franchisee or any of its owners, officers or employees in connection with the use of the RMCF System will be the sole property of RMCF Franchisee assigns all proprietary rights including copyrights, in those works to RMCF without additional consideration Franchisee assigns and will execute such additional assignments or documentation to effectuate the assignment of all intellectual

property, inventions, copyrights and trade secrets developed in part or in whole in relation to the RMCF System during the term of this Addendum, as RMCF may deem necessary in order to enable it, at its expense, to apply for, prosecute, and obtain copyrights patents or other proprietary rights in the United States and in foreign countries, or in order to transfer to RMCF all right, title, and interest in that property Franchisee will promptly disclose to USI and RMCF all inventions, discoveries, improvements, recipes, creations, patents, copyrights, trademarks, and confidential information relating to the RMCF System which it or any of its owners, officers, or employees has made or may make solely, jointly, or commonly with others and will promptly create a written record of those developments In addition to the foregoing requirements, Franchisee acknowledges and agrees that any improvements or modifications, whether or not copyrightable directly or indirectly related to the sale of RMCF Products will be deemed to be a part of the RMCF System and will inure to the benefit of RMCF

18 **<u>Non-Disparagement</u>** Franchisee will not take any action or make any statements to any third parties that (a) would constitute a criticism, denigration, or disparagement of RMCF or USI, or their employees, representatives, or agents, or the RMCF System, (b) that would tend to be injurious to the reputation or goodwill of RMCF or USI, or their employees, representatives, or agents or the RMCF System, or (c) that may interfere in any manner with the business affairs or business relations of RMCF or USI, or their employees, representatives, or agents

19 **<u>Transfer by Franchisee</u>** The text of **Section 3 3 d** of the Franchise Agreement is deleted and replaced by the following text

> The proposed Transferee must agree to operate the Co-Branded Store as a U-Swirl Co-Branded Store, Yogurtini Co-Branded Store or CherryBerry Co-Branded Store (as applicable) and to satisfactorily complete the initial training program described in the then current form of USI Franchise Agreement <u>and</u> Co-Branded Store Addendum, which training must be completed by the transferee prior to the effectiveness of the transfer

20 **<u>Termination by USI - Effective upon Notice</u>** USI has the right, at its option to terminate this Addendum and the RMCF Rights granted to Franchisee under this Addendum, without affording the Franchisee any opportunity to cure any default (subject only to any termination pre-requisites in any state franchise law whose applicability as a matter of law, supersedes the choice-of-law provision set forth in the Franchise Agreement), effective upon receipt by Franchisee of written notice upon the occurrence of any of the following events

(a) <u>Abandonment</u> Franchisee ceases to sell the RMCF Products for a period of 5 consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue sale of the RMCF Products, unless and only to the extent that full operation of the Franchised Business is suspended or terminated due to fire, flood, earthquake or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee

(b) <u>Misuse of RMCF Marks</u> Within 10 days after notification from USI, Franchisee fails, with respect to the RMCF Marks, either to correct any misuse, or to follow USI's directions and guidelines concerning proper use

(c) <u>Unauthorized Disclosure</u> Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of the Operations Manual or any other trade secrets or confidential information

(d) Unauthorized Transfer Franchisee sells, transfers, or otherwise assigns the RMCF Rights granted by this Addendum, or attempts to transfer the RMCF Rights or this Addendum in any manner not in full compliance with the transfer provisions set forth in Franchise Agreement and/or if the transfer is not part of the simultaneous transfer of the Franchise Agreement Franchisee specifically understands and agrees that this Addendum is indivisible from the Franchise Agreement, and may not be transferred except as part of an approved transfer of the Franchise Agreement

(e) Termination of Franchise Agreement Franchisee's Franchise Agreement terminates or expires for any reason

(f) Failure to Pay Franchisee fails to pay RMCF for purchases of Factory Candy and other items on a timely basis and that failure has not been cured within 30 days after USI has provided notice of such failure to Franchisee

21 Termination by USI - Thirty Days' Notice USI has the right to terminate this Addendum and the RMCF Rights granted under this Addendum (subject only to any termination pre-requisites in any state franchise law whose applicability as a matter of law, supersedes the choice-of-law provision set forth in the Franchise Agreement), effective after 30 days written prior notice to Franchisee, if Franchisee breaches any other provision of this Addendum and fails to cure the default during that 30-day period In that event, this Addendum will terminate without further notice to Franchisee effective upon expiration of the 30-day period Defaults include but are not limited to, the following events

(a) Failure to Maintain Standards Franchisee fails to maintain the then-current operating procedures and adhere to the specifications and standards established by USI as set forth in this Addendum or in the Operations Manual, or as otherwise communicated to Franchisee

(b) Deceptive Practices Franchisee engages in any unauthorized business or practice or sells any unauthorized product or service under the RMCF Marks or under a name or mark which is confusingly similar to the RMCF Marks

(c) Failure to Obtain Consent Franchisee fails, refuses or neglects to obtain USI's prior written approval or consent as required by this Addendum

(d) Failure to Comply with Operations Manual Franchisee fails or refuses to comply with the then-current requirements of the Operations Manual

(e) Breach of Related Agreement Franchisee defaults under any term of the lease sublease or lease assignment for the Store premises, any equipment lease or any other agreement material to the Store or any other Addendum between USI and Franchisee, and the default is not cured within the time specified in the lease, sublease, other agreement, or other Addendum Provided, however, so long as financing from the United States Small Business Administration remains outstanding, Franchisee will be given the same opportunity to cure defaults under any agreement between USI or its affiliates and Franchisee, as Franchisee is given under this Addendum

Notwithstanding the foregoing provisions if the breach is curable, but is of a nature which cannot be reasonably cured within the 30-day period, and Franchisee has commenced and is continuing to make good faith efforts to cure the breach during the 30-day period, Franchisee will be given an additional reasonable period of time to cure the breach, and this Addendum will not automatically terminate without written notice from USI

22 **Scope of Termination** At USI's option, a termination under **Sections 20** or **21** of this Addendum may relate solely to Franchisee's rights and obligations under this Addendum with respect to the RMCF System, and in that situation, it shall not affect the validity or ongoing enforceability of the Franchise Agreement Termination of this Addendum for any reason does not release Franchisee or USI from their respective obligations under any other agreement including any lease or promissory note, between the parties Upon termination of this Addendum, Franchisee may, at its own expense, be required to renovate the Store to conditions reasonably similar to those prior to the renovations made prior to entering into this Addendum

23 **Obligations of Franchisee upon Termination or Expiration of RMCF Rights** Franchisee is obligated upon termination or expiration of its right to use the RMCF System to immediately do all of the following

(a) Cease use of and immediately remove all RMCF Marks, including but not limited to, signs, symbols, devices, trade names, trademarks or other materials

(b) Renovate, paint or otherwise change the interior and exterior of Franchisee's Store to remove any trade dress or other leasehold improvements, equipment fixtures candy cases and other items that are the identified with the RMCF System

(c) Deliver to USI all items of inventory that bear a RMCF Mark, including but not limited to, packaged chocolates, confections, signs, sign-faces, advertising materials, forms and other materials

(d) Deliver to USI the Operations Manual for the RMCF System and all other information, documents, and copies of it associated with the RMCF System

(e) Promptly take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Franchisee's use of any RMCF Marks which are under the exclusive control of RMCF or, at the option of RMCF, assign them to the RMCF

(f) If applicable, notify all telephone directory publishers of the termination or expiration of Franchisee's right to use any regular, classified or other telephone directory listings associated with any RMCF Mark and to authorize transfer of them to USI or its designee Franchisee acknowledges that, as between Franchisee and USI, USI has the sole rights to and interest in all directory listings associated with any RMCF Mark Franchisee authorizes USI, and appoints USI and any of its officers as Franchisee's attorney-in-fact, to direct the telephone directory publishers to transfer or cancel any directory listings relating to the Store to USI or its designee If Franchisee fails or refuse to do so, the telephone directory publishers may accept direction from USI or this Addendum as conclusive of USI s exclusive rights in those directory listings, and USI s authority to direct their transfer or cancellation

(g) Sign a general release, in a form satisfactory to USI of any and all claims against USI RMCF their affiliates, and their respective officers directors, employees, and agents, except if prohibited by applicable law

(h) If applicable take such action as may be required to remove from the Internet all sites referring to Franchisee's former association with the RMCF System and to cancel or assign to

USI or its designee in USI's sole discretion, all rights to any domain names for any sites on the Internet that refer to that association

24 **Competitive Business** The following sentence is added to the end of **Section 2 9 c** of the Franchise Agreement

> In addition, the term "**In Competition**" includes any business operating or granting franchises or licenses to others to operate, a retail wholesale distribution or manufacturing business with either of the following attributes (1) a business deriving a total of 10% or more of its gross receipts from the sale processing or manufacturing of one or a combination of any of the following boxed chocolate candies, or products that are the same as or substantially similar to the candy made by Franchisee at the Co-Branded Store or products made with recipes, or processes included in the RMCF Operations Manual, or (2) a business devoting a total of 10% or more of its retail display space to one or a combination of the following boxed chocolate candies or products that are the same as or substantially similar to the candy made by Franchisee at the Co-Branded Store, or products made with recipes or processes included in the RMCF Operations Manual, provided, however, Franchisee will not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding

25 **Termination of Master License Agreement** Franchisee acknowledges that the right of USI to grant the RMCF Rights to Franchisee is through the Master License Agreement between USI and RMCF RMCF has agreed in the Master License Agreement that if RMCF terminates the Master License Agreement while this Addendum is in effect, RMCF will permit Franchisee to continue to use the RMCF Rights to operate the Co-Branded Store if Franchisee signs an agreement with RMCF that replaces this Addendum Franchisee agrees that in that situation, and upon notice from USI or RMCF of the termination of the Master License Agreement, Franchisee's obligations under this Addendum related to the RMCF Rights will be to RMCF instead of to USI and Franchisee agrees to sign an agreement with RMCF to confirm Franchisee's rights to use the RMCF Rights in the operation of the Co-Branded Store

26 **Franchisee Representation** The person(s) or entity(ies) executing this Addendum as Franchisee is (are) identical to or are Affiliates of the person(s) or entity(ies) who executed the Franchise Agreement

27 **Ratification** Except as modified in this Addendum all terms, conditions and obligations set forth in the Franchise Agreement are ratified and confirmed by this Addendum

28 **Indemnification** **Section 4 1** of the Franchise Agreement is amended to include RMCF, its subsidiaries, parents and affiliates, and their respective shareholders directors officers, employees, agents, successors, and assigns, as entities and individuals that are indemnified by Franchisee

29 **Insurance** All of Franchisee's insurance obligations under **Section 4 2** of the Franchise Agreement shall be expanded to also include RMCF including, but not limited to, adding RMCF and its affiliates, with primary non-contributory coverage, on all insurance policies that Franchisee is obligated to maintain pursuant to the Franchise Agreement, and any additional insurance coverage, policy amounts, or other obligations that may be contained in the Operations Manual

The parties have executed this Addendum to be effective as of the _____ day of ________________ 20____

U-Swirl International, Inc

By ________________________________
Title ______________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ________________________________
Title ______________________________

ATTACHMENT A

RMCF Marks

The term '**RMCF Marks**" includes the following

1 "Rocky Mountain Chocolate Factory" (word mark),

2 "Rocky Mountain Chocolate Factory" and design, and

3 All other trademarks and service marks that are included in the RMCF Operations Manual from time to time as authorized for use in a Co-Branded Unit

EXHIBIT C

FINANCIAL STATEMENTS

Form E – Guarantee of Performance

GUARANTEE OF PERFORMANCE

For value received, Rocky Mountain Chocolate Factory, Inc , a Delaware corporation (the "Guarantor"), located at 265 Turner Drive, Durango, Colorado 81303, absolutely and unconditionally guarantees to assume the duties and obligations of U-Swirl International, Inc , located at 265 Turner Drive, Durango, Colorado 81303 (the ' Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2016 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time This guarantee continues until all obligations of the Franchisor under the franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding Notice of acceptance is waived The Guarantor does not waive receipt of notice of default on the part of the Franchisor This guarantee is binding on the Guarantor and its successors and assigns

The Guarantor executes this guarantee at **Durango**, **Colorado** on the **15th** day of **June**, 20**16**

Guarantor

Rocky Mountain Chocolate Factory, Inc

By ____________

Name Bryan Merryman

Title COO/CFO

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

USI
Operations Manual
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EXHIBIT E

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Nondisclosure and Noncompetition Agreement (this "**Agreement**') is made and entered into effective the _____ day of ________________, 20____ by and among U-SWIRL INTERNATIONAL, INC , a Nevada corporation, located at 265 Turner Drive, Durango Colorado 81301 ("**USI**) and the undersigned associate of a USI franchisee (**Associate**")

RECITALS

A USI is engaged in a business of franchising to others businesses ('**USI Stores**") that offer self-service frozen yogurt and other products under the marks, "U-SWIRL FROZEN YOGURT " "U-SWIRL-N-GO," 'CHERRYBERRY SELF-SERVE YOGURT BAR ' "YOGURTINI," and related service marks, trademarks, and trade names (the "**Marks**")

B USI has created for use in the operation of USI Stores a distinctive interior design, trade dress, decor, and color scheme uniform methods of operation and equipment specifications, procedures for quality control, training and ongoing assistance, and advertising and promotional programs, all of which may be changed, improved and further developed by USI from time to time (collectively the "**System**") USI and its predecessors have established substantial goodwill and an excellent reputation with respect to the quality of the products and service available at USI Stores, which goodwill and reputation have been and will continue to be of major benefit to USI

C Associate is or will become involved with a USI franchisee (the "**Franchisee**") in the capacity of an officer director partner, manager, agent, employee and/or independent contractor (those capacities are collectively referred to below as an "**Affiliation**") or Associate is related to a person who has an Affiliation with the Franchisee Associate will by attending USI's initial training program or another training program of USI (each referred to below as the "**Training Program**"), and/or by performing his or her duties for the Franchisee, receive certain trade secrets and other confidential information related to USI and the System

D Associate recognizes the necessity of protecting the reputation, goodwill, trade secrets, and other confidential information of USI If Associate reveals these trade secrets or other confidential information to any unauthorized entities or persons USI will incur irreparable damage and harm

AGREEMENT

1 If Associate will be attending the Training Program, Associate understands and agrees that Associate will not be compensated by USI for any time spent attending the Training Program Except as may otherwise be stated in a USI Franchise Agreement entered into by USI and the Franchisee, USI will not pay, or reimburse Associate for, Associate's expenses incurred in attending the Training Program

2 Associate acknowledges that much of the information and written materials provided by USI to Associate during the Training Program (if applicable), and otherwise directly or indirectly provided by USI to Associate is confidential information of USI, constitutes trade secrets of USI and remains the sole and exclusive property of USI (the "**Confidential Information**") Confidential Information includes (1) methods of operation of USI Stores (2) information about products services, or procedures before they become public knowledge, and (3) other information disclosed to Associate through confidential notifications and the USI

Operations Manual However, information generally known to the public or in the food service industry is not confidential but if such knowledge is the result of disclosure by Associate Associate will be liable for breach of this Agreement Associate specifically acknowledges that the Confidential Information is valuable, unique, and comprises a substantial portion of the assets of USI Associate must not at any time reveal to any person or entity (except those persons employed by USI or the Franchisee, and authorized to receive such information), any Confidential Information regarding USI Associate may disclose the Confidential Information to other employees agents, or representatives of USI or the Franchisee authorized to receive the information only to the extent necessary for those employees, agents, or representatives to carry out their intended function Associate agrees that he or she will not ütilize all or any portion of the Confidential Information for Associate's personal benefit during the term of Associate's Affiliation with the Franchisee, nor in any manner use the Confidential Information subsequent to the termination of Associate's Affiliation with the Franchisee Associate shall not copy, publish, or otherwise duplicate the Confidential Information or permit others to do so, and Associate shall return all Confidential Information in his or her possession or control to the Franchisee or USI upon termination of Associate's Affiliation with the Franchisee

3 Associate shall not directly or indirectly own, manage, be employed by, or in any manner participate in any business similar to USI s or its franchisees' business during Associate's Affiliation with the Franchisee, and for a period of two (2) years after the end of Associate s Affiliation with the Franchisee within a three (3) mile radius from the location of any USI Store Notwithstanding the foregoing Associate will not be prohibited from owning securities in a similar business if the securities are listed on a stock exchange or publicly traded on the over-the-counter market and represent 2% or less of the securities of that entity issued and outstanding

4 During Associate s Affiliation with the Franchisee, and for a period of two (2) years after the end of Associate's Affiliation with the Franchisee, Associate will not divert or attempt to divert any customer of USI or any USI franchisee to a competitor

5 If USI has reasonable cause to believe that Associate may breach the provisions of this Agreement, USI may apply for and obtain injunctive relief, in connection with which USI has the right to obtain a preliminary or temporary injunction

6 If USI discovers that Associate has breached this Agreement, then in addition to the remedy above, USI will be entitled to recover from Associate liquidated damages in the amount of $10,000 for each breach prior to the entry of injunctive relief

7 In addition to the remedies set forth above, USI will have any other remedy available to it at law or in equity to enforce the provisions of this Agreement

8 The provisions in this Agreement are acknowledged by Associate as being necessary and reasonable in view of USI s need to protect its reputation goodwill, and trade secrets which have been and will be developed as a result of the efforts and substantial investment of USI If, however, any court of competent jurisdiction or governmental agency determines any of the provisions in this Agreement are excessive the applicable provision(s) will be reduced to the maximum restriction on Associate's activities as permitted by law If any provision is deemed by any court of competent jurisdiction or governmental agency to be invalid or unenforceable, and it cannot be modified as specified in this Section, it will be deemed not a part of this Agreement, and the remainder of the Agreement will remain in full force and effect

9 USI may assign all or part of this Agreement, and the rights that inure to it under this Agreement, without the consent of Associate This Agreement is not assignable by Associate

10 This Agreement will be binding upon and inure to the benefit of USI and Associate and their respective heirs executors, representatives, successors, and assigns

11 No waiver by USI of any of the provisions of this Agreement constitutes a waiver or estoppel of the right of USI to subsequently enforce any of the provisions in this Agreement

12 The laws of the State of Colorado govern all rights and obligations of the parties under this Agreement In the event of a breach or threatened breach of this Agreement, the parties agree that any legal proceedings will be brought only in the appropriate state or federal courts in Colorado USI and Associate consent to the exercise of jurisdiction by those courts

13 If any suit or action is instituted for any purpose under or in connection with this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorneys fees experts' fees, and costs incurred in the trial court and appellate court proceeding (if any)

14 This Agreement contains all of the terms and representations made by the parties relating to this Agreement Any change to this Agreement must be set forth in writing and signed by USI and Associate

U-SWIRL INTERNATIONAL, INC	**ASSOCIATE**
By ______________________________	______________________________
Print Name ______________________	Print Name ______________________
Title ___________________________	Home Address ____________________
	______________________________
	Home Telephone Number ____________________

EXHIBIT F

PROSPECTIVE FRANCHISEE QUESTIONNAIRE

PROSPECTIVE FRANCHISEE QUESTIONNAIRE

(To be completed by the prospective franchisee immediately prior to execution of a Franchise Agreement)

U-Swirl International, Inc ('USI") does not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets USI does not authorize its employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet

1 Have you received a USI Franchise Disclosure Document ("FDD") with a form of the USI Franchise Agreement enclosed? ☐ Yes ☐ No

2 On what date did you receive the document as described in item 1 above? ____________________

3 Have you paid any money to USI related to the purchase of a USI franchise? ☐ Yes ☐ No
If yes, when and how much? Date ________________ Amount $______________

4 Have you had either an accountant or an attorney (or both) review the FDD and advise you concerning the document and your rights and obligations if you buy a USI franchise? ☐ Yes ☐ No

5 Have you made your own independent determination that you have, or can obtain, have sufficient capital to properly fund your franchise operation? ☐ Yes ☐ No

6 Has USI or any of its representatives, including any independent franchise brokers, if applicable, made any promises to you as to the revenues of your business or any profits that you can or will make from your franchised business other than what may be presented in the FDD? ☐ Yes ☐ No

7 Do you understand that it is the responsibility of you or your Principal Representative (as defined in the FDD) to manage your franchise business, and that the success or failure of your operation is primarily dependent upon your or your Principal Representative's efforts and not those of USI or its representatives?

☐ Yes ☐ No

8 Do you understand that, although USI must approve of the site for your Store, it is your responsibility to find and secure a location for your franchised business? ☐ Yes ☐ No

9 What is the name of the person(s) employed by or representing USI with whom you dealt in the purchase of the USI franchise? ____

____

10 Have any promises been made to you prior to you signing the Franchise Agreement that are not included among the provisions in the Franchise Agreement? ☐ Yes ☐ No

This Questionnaire must be completed and signed by all owners and spouses of owners of the prospective franchisee and returned with the Franchise Agreement before USI will consider executing the Franchise Agreement Complete and attach additional copies of this Questionnaire if necessary

____________________________ ____________________________
Prospective Franchisee Name Prospective Franchisee Name

____________________________ ____________________________
Signature Date Signature Date

EXHIBIT G

SAMPLE GENERAL RELEASE AGREEMENT

THE FOLLOWING FORM OF GENERAL RELEASE AGREEMENT IS A SAMPLE OF USI'S CURRENT FORM OF GENERAL RELEASE AGREEMENT THIS AGREEMENT IS OFTEN MODIFIED TO CONFORM TO THE FACTS SURROUNDING THE EVENT OR INCORPORATED INTO A LARGER AGREEMENT THAT MORE PRECISELY ADDRESSES THE EVENT USI MAKES NO REPRESENTATION OR GUARANTY THAT THE GENERAL RELEASE AGREEMENT YOU MAY BE REQUIRED TO SIGN WILL BE IDENTICAL TO THE GENERAL RELEASE AGREEMENT SET FORTH BELOW

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (this 'Agreement') is made as of ____________, 20__ by and between **U-SWIRL INTERNATIONAL, INC** a Nevada corporation located at 265 Turner Drive, Durango Colorado 81301 ('USI") and ____________________________________, a(n) ________________, located at ____ ("Franchisee")

RECITALS

A USI and Franchisee entered into that certain Franchise Agreement dated _____, 20___, (the "Franchise Agreement")

B Franchisee desires to __________ its rights and obligations under Franchise Agreement

C As a condition to the ___________ of Franchisee's rights and obligations under the Franchise Agreement, USI requires Franchisee to execute this Agreement

AGREEMENT

1 Release Franchisee for itself its directors, officers, partners, limited liability company managers and members, shareholders, employees, heirs, assigns, agents and other representatives (as applicable), fully and forever unconditionally releases and discharges USI, and its directors, officers, shareholders, employees, successors, assigns agents and other representatives (collectively referred to as the 'USI Affiliates') from any and all claims demands, obligations actions, liabilities and damages of every kind and nature whatsoever, in law or in equity whether known or unknown to it, which it may now have against USI or the USI Affiliates, or which it may discover hereafter, in connection with as a result of or in any way arising from any relationship or transaction with USI or the USI Affiliates, however characterized or described from the beginning of time until the date of this Agreement

2 Notice Any notice request, demand, statement or consent made under this Agreement must be in writing and must be personally delivered, sent by courier or sent by certified mail return receipt requested, and will be deemed given when received if given by personally delivery or courier, or three days after deposit in the United States Mail postage prepaid, and properly addressed to the other party at its address as set forth above, or to franchisee at the residence of franchisee (if any individual) or an owner of franchisee (if an entity) Each party may designate a change of address by notice to the other party in accordance with this Section

3 Applicable Law This Agreement will be interpreted in accordance with the laws of the State of Colorado If any provision of this Agreement is found to violate the statutes or court decisions of the State of Colorado or of the United States, that provision will be deemed amended or deleted from this Agreement, to comply with and conform to such statutes or court decisions to affect the intent of the parties

4 Binding Effect This Agreement will be binding upon and inure to the benefit of the successors assigns trustees, receivers, personal representatives, legatees and devisees of the parties

5 Attorneys' Fees Each party will be responsible for paying its/his/her own costs and expenses incurred in the preparation of this Agreement However, in the event of any litigation between the parties based upon an alleged breach or default in their respective obligations to be fulfilled pursuant to this Agreement the prevailing party in the action will be entitled to recover reasonable attorneys fees costs from the non-prevailing party

6 Entirety This Agreement embodies the entire agreement and understanding between the parties concerning, and supersedes all prior agreements and understandings related to, its subject matter

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND

(if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT H

LIST OF FRANCHISEES

EXHIBIT H
(TO FRANCHISE DISCLOSURE DOCUMENT)

U-Swirl International, Inc
LIST OF FRANCHISEES
As of February 29, 2016

Arizona

Yogurtini - Yobliss Inc Tim O Brien 5870 W Thunderbird Rd STE A3 Glendale AZ 85306 (602) 866 5872
Yogurtini - Sky Frozen Treats LLC Dale & Angela Hudnall 14175 W Indian School Rd #A 5, Goodyear AZ 85338 (623) 234-4988
U-Swirl - RM Chocolate AZ I LLC Ron & Hollie Rosser 660 Elm St, Page, AZ 86040 (928) 645 0025
U- Swirl – Cook Family Enterprises LLC Steve Cook, 3009 W Aqua Fria Fwy Phoenix AZ 85027 (623) 748 8630
Yogurtini - MCM Sweet Investments LLC – Michael Mackey 475 E Bell Rd Phoenix AZ 85022 (602) 358 7481
Yogurtini - Frozen Geckos Inc Mike Hockket 2510 West Happy Valley Rd # 1251 Phoenix AZ 85085 (623) 580 1200
Yogurtini – Om Sri LLC Somdata Nath & Shradhanand Devuramaswamy 13610 N Scottsdale Road Scottsdale AZ 85254 *Opening Soon*
Josie s – Athena 101 LLC Les White 443 N HWY 90 Sierra Vista, AZ 85635 (520) 459 9978
Yogurtini – Surprise Frozen Treats Inc Rob Schlenker & Mark Noffsinger 15601 W Bell Rd STE 208 Surprise AZ 85374 (623) 214 3278
U-Swirl - Richard Bailey 3587 East Broadway Blvd Tucson AZ 85716 USA (520) 325 3155

Arkansas

CherryBerry - Traci & Travis YatesYates 3865 Phoenix Ave Ft Smith AR 72903 (479) 222 6188

California

U-Swirl – RM Chocolate – Lake Elsinore LLC Robert & Danielle Schimming 101 W Avenida Vista Hermosa, Suite 612 San Clemente CA 92672 (816) 752-6542

Colorado

CherryBerry - Kellan Jordan 624 Rae Lynne Street Grand Junction CO 81505 (970) 314 2416
Yogurtini – Blue Sapphire Restaurants, Inc Sanjiv Johal 9996 Commons St, Lonetree CO 80124 (303) 792 2199

Connecticut

CherryBerry – Zayde s CB Middletown LLC Mark Balaban, 423 Main Street Middletown CT 06457 (860) 534 9999
CherryBerry – Wethersfield CB LLC Andy Liu 1084 Silas Deane HWY Unit C, Wethersfield CT 06109 (860) 529 0898

Florida

Let s Yo! –Vincent Palmese 2355 Vanderbilt Beach Rd STE 186 Naples, FL 34109 (239) 325 9269

Georgia

Yogurtini – Tej Group LLC Sid Tejpaul 11890 Douglas Rd STE 101 Alpharetta, GA 30005 (678) 867 9100
Yogli Mogli – Millsap Hospitality LLC Joshua Millsap 4305 State Bridge Road STE 104A Alpharetta, GA 30022 (770) 664 5455
Yogli Mogli – YSB LLC Yosoye Adesoye 2770 Lenox Road STE B 3 Atlanta, GA 30324 (404) 949 0070
Yogli Mogli – YSB LLC Yosoye Adesoye 85 Fifth Street, STE D Atlanta, GA 30308 (404) 522 2999
Yogli Mogli – Heavenly Goodness Inc Irene Sun Soong 1002 N Highland Avenue Atlanta. GA 30306 (404) 347 3100
Yogli Mogli – Yo Great Company Irene Sun Soong 232 19th Street NW Atlanta. GA 30363 (678) 949 9905
Yogli Mogli – Gab & Nuella Inc Veronica Folorunso 1403 Oxford Road Atlanta, GA 30307 (404) 377 2108
Yogli Mogli – Gab & Nuella Inc Veronica Folorunso 6595 Roswell Road STE F Atlanta, GA 30328 (404) 943 1641
Yogli Mogli – Indica Food Ventures Inc Shirish Shetty 405 Peachtree Pkwy STE 120 Cumming GA 30041 (770) 844 0451
Yogli Mogli – Mogli Mom Inc Steve & Frances Woodward and Dave & Rebecca Stofer 80 Seven Hills # 301 Dallas GA 30132 (678) 574 8942
Yogli Mogli – DJ Freeze LLC Larry Davis & Jyoti Bhalla, 3000 Chapel Hill Road, Douglasville GA 30135 (678) 838 9000
Yogli Mogli – Indica Food Ventures Inc Shirish Shetty 6555 Sugarloaf Pkwy STE 402 Duluth GA 30097 (770) 817 4222
Yogli Mogli – Sunshine Eleven LLC Roy Levi 2090 Dunwoody Club Drive STE 123 Dunwoody GA 30350 (678) 382 6222
Yogli Mogli – N & R Thomas LLC, Randall & Rannetta Thomas 5157 Jimmy Lee Pkwy STE 109 Hiram GA 30141 (770) 675 3583

Yogli Mogli – SWK Enterprises LLC Steve Woodward & Pamela Kochav 400 Enest Barrett Pkwy STE 118 Kennesaw GA 30144 (214) 748 3647
CherryBerry – A & A Yogurt, Inc , Richard Blenz, 4926 Bill Gardner Parkway, Locust Grove GA 30248 (678) 759 0675
Yogli Mogli – Yo Mo Associates LLC Tim Sullivan 1255 Johnson Ferry Road STE 35 Marietta, GA 30068 (770) 578 1802
Yogli Mogli – SGW Holdings Steve & Frances Woodward 3600 Dallas Highway Marietta, GA 30064 (770) 499 7009
Yogli Mogli – Yo Mo Associates LLC Tim Sullivan 3605 Sandy Plains Road STE 150 Marietta, GA 30066 (770) 973 6868
Yogli Mogli – Gab & Nuella, Inc Veronica Folorunso 228 Newnan Crossing Bypass Newnan GA 30265 (770) 253-4220
Yogli Mogli – Om Shivam Inc Girish Patel 5965 Cumming Highway STE 330 Sugar Hill GA 305778 (770) 831 8257
Yogli Mogli – Om Soham Inc Girish Patel 320 Town Center Avenue STE 6 Suwanee GA 30024 (678) 546 6558

Idaho

Aspen Leaf – CCRP Solutions LLC Cody Crail & Reed Peterman 127 S Broadway Avenue Boise ID 83702 (208) 343 3648
U-Swirl – Regents Management LLC Russell Foulk 8184 West Overland Rd Boise ID 83709 (208) 376 6464
Aspen Leaf – Frozen Rewards LLC Cody Crail & Reed Peterman 336 S Eagle Road, Eagle ID 83616 (208) 939 9929
U-Swirl – Regents Management LLC Russell Foulk 3319 North Eagle Rd #115 Meridian ID 83646 (208) 514 2553

Illinois

CherryBerry - Kendall Peterson 130 Oakland Ave Decatur IL 62522 (217) 330 8573
CherryBerry – Pamela & Hugh Hadfield 6100 North Illinois St. Fairview Heights IL 62208 (618) 622 8580
Yogli Mogli - DJ Freeze LLC Larry Davis & Jyoti Bhalla, 8200 W Oakton Street Niles IL 60714 (847) 696 7240
CherryBerry – Normal Yogurt LLC Kendall Peterson 503 South Main Streeet Normal IL 61761 (309) 808 4448
CherryBerry – RS Horizon Ventures LLC Ron & Jane Roehr 15890 La Grange Rd Orland Park, IL 60462 (773) 793 6561
CherryBerry – Peoria Yogurt LLC Kendall Peterson 2601 West Lake Ave STE #A6 Peoria, IL 61615 (309) 679 6700
CherryBerry – Brookside Yogurt LLC Kendall Peterson 3940 Illinois 251, Peru IL 61354 (815) 780 8287
CherryBerry – Plainfield Yogurt LLC Kendall Peterson 12736 S Illinois Route 59 Plainfield IL 60544 (815) 254 7414
CherryBerry - Jeff & April Cash 2671 S Chatham Road Springfield IL 62704 (217) 726 9955

Iowa

Aspen Leaf – CHAS LLC Jim Kharbush & Safwan Ibrik, 125 S Dubuque Street Iowa City IA 52240 (319) 351 9720
CherryBerry – Goossen Investments LLC, Trent Goossen 2800 Hamilton Road Sioux City IA 51104 (712) 522 2839

Kansas

CherryBerry – BiG Investment Group LLC Betsy and Gregory Vaughn 285 North Moonlight, Gardner KS 66030 (913) 856 6550

Kentucky

Yogli Mogli – Yogli Mogli Nicholasville LLC Gary Roberts & Charbel Joseph, 451 Keene Centre Drive Nicholasville KY 40356 (859) 887 0737

Massachusetts

Let's Yo! – Michael Sobon, 406 N Main Street, East Longmeadow, MA 01028 (413) 525-4002

Michigan

CherryBerry – Shekina Delights LLC Gopi Vungarala, 128 West Main Street, Midland MI 48640 (989) 835 6766
CherryBerry – Shekina Delights LLC Gopi Vungarala, 2157 S Mission St Suite D & E Mt Pleasant, MI 48858 (989) 772 7559
Fuzzy Peach – Scott DeYoung 111 East Main Avenue Zeeland MI 49464 (616) 772 1705

Minnesota

CherryBerry – Holland Investment Group LLC Chris Holland, 4617 State HWY 29 S STE 103 Alexandria, MN 56308 (320) 219 7125
CherryBerry – Holland Investment Group LLC Chris Holland 15091 Edgewood Dr STE 110 Baxter MN 56401 (218) 454 2377
CherryBerry – Check Rays Investments LLC Derek Johnson 2512 Hannah Ave NW, Bemidji, MN 56601 (218) 209 3009
CherryBerry – Holland Investment Group LLC Chris Holland, 1540 109th Ave NE Blaine MN 55434 (763) 432-3560
CherryBerry – Holland Investment Group LLC Chris Holland 9610 Colorado Lane North Brooklyn Park, MN 55445 (763) 400 7271
CherryBerry – Richard Restaurant Holdings Buffalo LLC Bill Richard 606 Crossroads Campus Dr STE 106 Buffalo MN 55313 (763) 595 1351
CherryBerry – Holland Investment Group LLC Chris Holland 258 E Travelers Trail Burnsville MN 55337 (952) 456 8965

CherryBerry – Holland Investment Group LLC Chris Holland, 12465 Riverdale Blvd NW STE A Coon Rapids MN 55433 (763) 421 9653
CherryBerry – Yogurt & Things Inc Kory Knoff, 2015 Sahlstrom Dr, Crookston MN 56716 (218) 470 2014
CherryBerry – Holland Investment Group LLC, Chris Holland 145 Veteran s Memorial Pkwy STE 145 Detroit Lakes MN 56501 (218) 844 2270
CherryBerry – Holland Investment Group LLC Chris Holland, 1298 Promenade Place East, Eagan MN 55121 (651) 686 0280
CherryBerry – Yogurt & Things Inc Kory Knoff 1010 Central Ave NE East Grand Forks MN 56721 (218) 779 1338
CherryBerry – Holland Investment Group LLC Chris Holland 7509 France Avenue South Edina, MN 55410 (612) 963 2215
CherryBerry – Holland Investment Group LLC Chris Holland 18157 Carson Court STE B Elk River MN 55330 (763) 441 3340
CherryBerry – Holland Investment Group LLC Chris Holland, 3150 S Pokegama Ave STE 107 Grand Rapids MN 55744 (218) 999 9482
CherryBerry – Holland Investment Group LLC Chris Holland 17671 Glasgow Ave Lakeville MN 55044 (952) 388 1088
CherryBerry – Holland Investment Group LLC Chris Holland 11630 Fountains Dr Maple Grove MN 55369 (763) 273 4538
CherryBerry – Holland Investment Group LLC Chris Holland 4931 County Rd 101 Minnetonka, MN 55345 (952) 204 3980
CherryBerry – Holland Investment Group LLC Chris Holland, 1117 S Cedar St, Monticello MN 55448 (763) 271 1700
CherryBerry – Holland Investment Group LLC Chris Holland, 3500 Vicksburg Lane N Plymouth MN 55447 (763) 559 9736
CherryBerry – RSM LLC Mark Riggs 123 16 Avenue SW #100 Rochester MN 55902 (507) 258 4002
CherryBerry – Holland Investment Group LLC Chris Holland 8084 Ood Carriage Court North Shakopee MN 55379 (952) 256 8693
CherryBerry – Holland Investment Group LLC Chris Holland, 3701 Division Street STE 110B St Cloud MN 56301 (320) 281 5321
CherryBerry – Kellan Jordan 125 South Main Street, Stillwater MN 55082 (651) 342 0128
CherryBerry – CU at CB LLC Michael Longaballa, 925 East County Rd E E STE 105, Vadnais Heights MN 55127 (651) 528 6467
CherryBerry – Holland Investment Group LLC Chris Holland 2211 South 1st Street STE 100 Willmar MN 56201 (320) 441 2005
CherryBerry – Holland Investment Group LLC Chris Holland 8390 Tamarck Village STE 513 Woodbury MN 55125 (651) 528 7229

Mississippi

U-Swirl - Hot Chocolate Inc Mike & Emilie Odom 200 Bass Pro Drive, #420 Pearl MS 39208 (769) 972 3000

Missouri

CherryBerry –Radhashyam LLC Rick (Rasik) and Amruta Patel 8316 E 171st ST Belton MO 64012 (605) 484 9644
Yogurtini – K & Penny LLC Penny Orr 1122 NE Coronado Drive Blue Springs MO 64014 (816) 988 7784
CherryBerry –Majestic Services #1 LLC Jane Adams 3000 Green Mountain Dr STE 101 Branson MO 65616 (417) 544 9096
Yogurtini – McClain Restaurant Group Inc Kenneth McClain 207 W Maple Independence MO 64051 (816) 461 0037
Yogurtini – C6 Ventures LLC Molly and Dustin Colvin 8749 NW Prairie View Rd Kansas City MO 64153 (816) 886 9669
Yogurtini – C6 Ventures LLC Molly and Dustin Colvin 8375 N Booth Kansas City MO 64157 Phone TBD *Opening Soon*
Yogurtini – Isaac Collins 4853 Main Street Kansas City MO 64112 (816) 531 2201
Yogurtini – JDB Group LLC Jan Buning 2825 S Glenstone Ave Springfield MO 65807 (417) 881 8329
U-Swirl – SAMD Yogurt LLC Andrew Gladstein 1520 S Fifth St STE 105 St Charles MO 63303 (636) 757 3356
Aspen Leaf – RMCF St Joe LLC James Burris 3715 Frederick Avenue Unit C, St Joseph MO 64506 (816) 233 8600

Montana

CherryBerry –Keshia and Julie Wegner 315 Main Street STE 100, Billings MT 59105 (406) 259 7147
U-Swirl – AJ Frozen Treats Inc Kenneth (Ken) Allen 110 North 19th STE B Bozeman MT 59715 (406) 624 6115
U-Swirl – Kenneth (Ken) Allen 1220 S W Higgins STE 1 Missoula, MT 59801 (406) 926 1967
CherryBerry –Morstein Investment Group LLC Gregg Morstein 2230 North Reserve Street, Missoula, MT 70031 (406) 926 1007

Nebraska

CherryBerry –Neil Enterprises LLC Andrew and DeeDee Neil 3404 W 13th Street, STE 65 Grand Island NE 68803 (308) 384 1244
CherryBerry –CMCK Inc Chad & Melissa Essex 3714 Cimarron Placa, STE 210 Hastings NE 68901 (402) 834 4322
Yogurtini – KDBR, Inc Roger Clark 233 N 48th Street STE J Lincoln NE 68504 (402) 464 0020
CherryBerry –Dave & Mary Unger 1700 Market Lane Norfolk, NE 68701 (402) 316 3384

Nevada

U-Swirl – U Create Enterprises Justin Cartwright 790 Coronado Center Drive Henderson NV 89052 (702) 638 9100
U-Swirl – Family Yogurt II Ltd Lawrence Lehmer 175 Damonte Ranch Pkwy STE D Reno NV 89521 (775) 409-4075
U-Swirl – Family Yogurt II Ltd Lawrence Lehmer 2870 Northtowne Lane #106 Reno NV 89523 (775) 284 8725

U-Swirl – Family Yogurt II Ltd Lawrence Lehmer 5115 Mae Anne Ave Reno NV 89512 (775) 787 3588
U-Swirl – Family Yogurt II Ltd Lawrence Lehmer UNR Joe Crowley Student Union Building 1664 N Virginia Street Reno NV 89557

New Jersey

Let's Yo! – Russell Rothstein & Marcello Petruzzella, 822 Franklin Lake Road, Franklin Lakes NJ 07417 (201) 848 0096
Let's Yo! – Joseph & Anthony Galetti, 1295 Highway 33 Hamilton NJ 08690 (609) 450 2026
Let's Yo! – Line Masters LLC Paul Errigo & Robert Gallo 4809 U S 9 Howell NJ 07731 (917) 468 6616
Let's Yo! – Mark Axe Yogurt LLC Mark Axelrad 450 Union Hill Marlboro NJ 07751 (732) 851 5387
Let's Yo! – James Emrich 101 South Route 73 Marlton NJ 08053 (856) 751 8400
Let's Yo! – MCM of Montclair LLC Marc & Christine Mirskey 31 Valley Road Montclair NJ 07042 (973) 337 8451
Yogurtini – Frozen D Lite LLC Pasquale Oscar Gencarelli 1481 Route 23 South Wayne NJ 07470 (973) 706 8495
Let's Yo! – Carmine and Kellieanne Celendano 121 East Broad Street Westfield NJ 07090 (908) 233 8800

New Mexico

U-Swirl – Family Yogurt Ltd , Lawrence Lehmer 5011 Montgomery Blvd Albuquerque NM 87109 (505) 884 0449
Aspen Leaf – Garcia ALY LLC Erik Garcia, 5150 E Main Street Space 105 Farmington NM 87402 (505) 564 4385
CherryBerry – Ryan & Brooke Ganaway 2827 N Dal Paso Hobbs NM 88240 (575) 942 2929

New York

U-Swirl –N-Go – NOCO Express LLC Michael Newman & Jim DeFilippis 1898 Whitehaven Rd Grand Island NY 14072 (716) 773 1455
Yogurtini – MEBTY Inc Michael Bedzinger 44 East Main Street, Smithtown NY 11787 (631) 656 5955

North Carolina

Fuzzy Peach – Robert & Victoria Zangwill 317 W B McLean Dr Cape Carteret, NC 28584 (252) 393 3000
Fuzzy Peach – D&V Sunrise Holdings David Basydlo, 103 Lake Park Blvd N Carolina Beach, NC 28428 (910) 707 0090
CherryBerry – WD Starnes & Sons Inc Doug Starnes, 1100 Metropolitan Ave, STE 160 Charlotte NC 28204 (704) 375 9999
Fuzzy Peach – Knights Baseball LLC Dan Rajkowski Donald Beaver & William Allen 324 S Mint Street Charlotte NC 28202 (615) 828 8381
CherryBerry – CherryBerry of NC Inc William & Zachary Tadlock, 112 South HWY NC 16 Denver NC 28037 (704) 827 7337
Fuzzy Peach – Wendy Clewis LLC Wendy Clewis 8254 Market Street, Suite 109 Dunn NC 28411 (949) 813 6388
Fuzzy Peach – Wendy Clewis LLC Bob & Amy Cockman 17230 US 17 North Suite 106 Hampstead, NC 28443 (917) 270 9966
Fuzzy Peach – Robert & Victoria Zangwill 4157 Western Blvd Jacksonville NC 28546 (910) 355 2200
Fuzzy Peach – Samantha & Matthew Werner 1109 New Pointe Blvd Suite 4 Leland NC 28451 (910) 322 8052
Fuzzy Peach – I & C Properties LLC Virginia Inman & Kyle Cox 4924 S Main St Shallotte NC 28470 (910) 228 2786
Fuzzy Peach – Dean Brown 221 S Lafayette Street Shelby NC 28150 (704) 728 8288
Fuzzy Peach – Sand Dollar of Southport Inc Tracy Miller 5130 Southport Supply Rd Southport, NC 28461 (910) 363 4180
Fuzzy Peach – Charis Holdings Inc Jeffrey Spedding & Thomas Jaski 13500 HWY 50 Suite 108 Surf City NC 28445 (910) 803-2020
Fuzzy Peach – Wendy Clewis LLC Wendy Clewis 8254 Market Street, Suite 109 Wilmington NC 28411 (949) 813 6388
Fuzzy Peach – Wilmington Fresh Start LLC Mohamed Tawfik, 250 Racine Drive Suite 12 Wilmington NC 28403 (910) 523 5278
Fuzzy Peach – Ronnie Hufstedler 5617 Carolina Beach Rd Suite 100 Wilmington NC 28412 (910) 313 3133
CherryBerry – LWP2 LLC Wayne & Liz Laws 3315 Masonboro Loop Rd #160 Wilmington NC 28409 (910) 833 7121

North Dakota

CherryBerry – Kellan Jordan 1423 Mapleton Ave Bismarck ND 58503 (701) 751-4443
CherryBerry – CB Dickinson LLC Michael Bindas & Scott Differding 1674 15th Street W Unit C Dickinson ND 58601 (701) 483 3671
CherryBerry – Chris Holland 1100 19th Avenue North Fargo ND 58102 (701) 235 0116
CherryBerry – Chris Holland 4265 45th Street South Fargo ND 58104 (701) 540 4827
CherryBerry – Chris Holland 3321 32nd Avenue South STE 800 Grand Forks ND 58201 (701) 757 2110
CherryBerry – Mark Riggs 416 Dakota Avenue Wahpeton ND 58075 (701) 591 0126

Ohio

U-Swirl – Gurinderjit (Gogi) Sandhu 66682 Belmont Morristown Rd Belmont OH 43718 (740) 782 0079

Oklahoma

CherryBerry –DJRJ Enterprises LLC Dallas & Robyn Jones 1340 E Hillside Dr Broken Arrow OK 74012 (918) 355 0056
CherryBerry –Hutchison Oil Co LLC David Hutchinson 2001 East 7th Street Elk City OK 73644 (580) 303 4515
CherryBerry –Cerny Corp LLC Ty & Mary Cerny 12152 S Waco Ave Glenpool OK 74066 (918) 528 6900
CherryBerry –CherryBerry Lawton LLC Jack Barnes 6 NW Sheridan Rd Lawton OK 73505 (580) 353-4000
CherryBerry –DJRJ Enterprises LLC Dallas & Robyn Jones 9046 N 121 East Avenue STE 300 Owasso OK 74055 (918) 272 3100
CherryBerry –Saga II LLC Carol Sawyer & Francie Pardee 2709 N 14th Street Ponca City OK 74604 (580) 749 5343
CherryBerry –CherryBerry Pryor Judy Kieth 527 S Mill Pryor OK 74361 (918) 824 2929
CherryBerry –McArthur Enterprises Julie & Steve McArthur 4715 E 41st Street Tulsa, OK 74135 (918) 728 8560

Pennsylvania

U-Swirl – Ageless Care Alternatives LLC Patsy Long, Michael & Terrianne Taggart. 817 Old York Road Jenkintown PA 19046 (215) 572 8100
Let s Yo! –John & Terri Veurink, 1621 Tuckaway Trail West Chester PA 19380 (610) 431 8999

South Carolina

Yogurtini – Anguilm s of Greenville Inc Robert Anguilm 3935 D Pelham Rd Greenville SC 29615 (864) 252 4005
Fuzzy Peach –Taste of Charlotte LLC Bruce & Kenneth Kubeck 4034 Charlotte HWY Lake Wylie SC 29710 (910) 262 2310

South Dakota

CherryBerry –Aberdeen Yogurt LLC Kendall Peterson 519 6th Avenue SE Aberdeen SD 57401 (605) 262-0204
CherryBerry –Goossen Investments LLC Trent Goossen 2316 6th Street, Brookings, SD 57006 (605) 692 2244
CherryBerry – Goossen Investments LLC Trent Goossen, 820 E Spruce St, Mitchell, SD 57301 (605) 292 1100
CherryBerry –Ernst, Fernen & Associates Inc Shannon Fernen & Terry Ernst, 1520 N Haines Ave Rapid City SD 57701 (605) 856 5816
CherryBerry – Goossen Investments LLC Trent Goossen 5107 S Louise Avenue Sioux Falls SD 57408 (605) 274 6226
CherryBerry – Goossen Investments LLC Trent Goossen 1013 S Highline Pl Sioux Falls SD 57108 (605) 334 1199
CherryBerry – Ernst, Fernen & Associates Inc Shannon Fernen & Terry Ernst 1420 North Ave #2 Spearfish SD 57783 (605) 559 5300

Tennessee

U-Swirl – Sweet Sensations Inc Binal Patel 2811 Bartlett Blvd Bartlett TN 38134 (901) 552 4552
Aspen Leaf – Jay Shree Laxmi Inc , Ramanlal Panchal & Binal Patel 3660 Houston Levee STE 110 Collierville TN 38017 (901) 590 0332
U-Swirl – Jay Shree Ganesh Inc Ramanlal Panchal & Binal Patel 9155 Poplar Avenue Suite 14 Germantown TN 38138 (901) 435 6893
U-Swirl – Vinod & Asha Nathani 6515 Poplar Ave Memphis TN 38119 (901) 207 2355
U-Swirl – Manam (Max) Patel 2333 Memorial Blvd Murfreesboro TN 37130 (615) 956 6550

Texas

CherryBerry – Terry Cowdrey, 1103 Rivery Blvd STE 260 Georgetown TX 78628 (512) 864 2591
U-Swirl – TX CherryBerry LLC Rene Charvarria, 209 Washington Heights Blvd, Houston TX 77007 (713) 863 1275
CherryBerry – TX CherryBerry LLC Rene Chavarria, 949 N Shepherd Drive Houston TX 77008 (281) 888 2340
U-Swirl – Brokish Holdings LLC William Brokish 7543 FM 1960 Road East Humble TX 77346 (281) 973 8578
U-Swirl – TX CherryBerry LLC Rene Chavarria, 25621 Nelson Way #130 Katy TX 77494 (281) 394 2653
Josie s – Cen Tex Yogurt LLC Shane Fraser 5401 South FM 1626 Suite 150 Kyle TX 78640 (512) 268 8100
CherryBerry – TX CherryBerry LLC Rene Charvarria, 201 Highway 332 West, Suite 600 Lake Jackson TX 77566 (979) 299 3466
U-Swirl – Southwest Brands LLC Mark Shipton & Brad Worthington 6616 Milwaukee Avenue Lubbock, TX 79416 (806) 993 9866
CherryBerry – John Kinnamon 1411 N Custer Rd STE 700 Mc Kinney TX 75071 (972) 369 0663
CherryBerry – TX CherryBerry LLC Rene Chavarria, 7417 W Grand Parkway #130 Richmond TX 77407 (832) 222 9290
CherryBerry – TX CherryBerry LLC Rene Charvarria 7905 N Navarro Victoria, TX 77904 (361) 573 1777
U-Swirl – Waco Swirl LLC Jim & Stacey Scarborugh 100 N New Road Waco TX 76710 (254) 776 2600
U-Swirl – TX CherryBerry LLC Rene Chavarria, 26400 Kuykendahl Bldg C Suite 110 The Woodlands TX 77389 (832) 639 8760

Utah

U-Swirl – Regents Management LLC Russell Foulk 209 NW State Street American Fork, UT 84003 (801) 763 9563
CherryBerry – CherryBerry Clinton LLC Craig Dresser 1737 N 2000 W, Clinton UT 84015 (801) 773 3377
U-Swirl – Chudder Inc Patricia Patterson, 241 East 12300 South Draper UT 84020(801) 495 4123
CherryBerry – CherryBerry Farmington LLC Craig Dresser 330 W Union Ave Farmington UT 84025 (801) 391 5223
CherryBerry – CherryBerry Ogden LLC Craig Dresser 4339 Harrison Blvd, Ogden UT 84403 (801) 479 4757
CherryBerry – CherryBerry Syracuse LLC Craig Dresser 969 W 1700 S Syracuse UT 84075 (801) 773-4551

Virginia

Yogurtini – Hill Kelley Enterprises Inc Nelson & Catherine Kelley and Benjamin Hill 12368 Warwick Blvd STE A114 Newport News VA 23606 (757) 926 5955

Washington

U-Swirl – T & P Yogurt LLC Theerathep (Terry) Ekkamolkul 100 Front Street Issaquah WA 98027 (425) 295 7658

West Virginia

Fuzzy Peach – T & P Yogurt LLC Amy Kirlangitis 203 Three Springs Drive Weirton WV 26062 (304) 914 3040

Wisconsin

CherryBerry – JM Yogurt LLC Jason Madsen, 3525 E Calumet St Appleton WI 54915 (920) 364 0355
CherryBerry – Julie Bartol 820 Park Ave Beaver Dam WI 53916 (920) 219-4477
CherryBerry – Peter Geary 2524 Golf Road STE 1A Eau Claire WI 54701 (715) 514 4148
CherryBerry – Paul Hanson Eric Hanson and Jason Klopp 1963 Wisconsin Ave Grafton WI 53024 (262) 546 5727
CherryBerry – Matlin Corp Jesse & Cheryl Matter and Beth & Trevor Linton 2321 Highway 25 N #305 Menomonie WI 54751 (715) 309 2560
CherryBerry – JM Yogurt 25 Inc Jason Madsen 9348 Wisconsin 16 Onalaska WI 54650 (608) 519-5245
CherryBerry – JM Yogurt 25 Inc Jason Madsen, 1810 Jackson St Oshkosh WI 54901 (920) 426 1109
CherryBerry – Triple R & T Inc Rita & Rober Slager 24730 75th St Paddock Lake WI 53168 (262) 586 5310
CherryBerry – TACT LLC Tom Wilcox and Matt Otto 2860 S Green Bay Road STE 300 Racine WI 53406 (605) 351 7330

Wyoming

CherryBerry – SS & A Inc Matthew Anderson and Troy Schulz 1103 E Boxelder Rd STE H Gillette WY82718 (307) 257 2885

EXHIBIT H-1

LIST OF FRANCHISEES THAT LEFT THE SYSTEM

EXHIBIT H-1
(TO DISCLOSURE DOCUMENT)

U-SWIRL INTERNATIONAL, INC
FRANCHISED STORES THAT HAVE CLOSED, TRANSFERRED, BEEN TERMINATED OR OTHERWISE LEFT THE SYSTEM DURING FISCAL YEAR 2016
From March 1, 2015 to February 29, 2016

Arizona

U-Swirl Mesa, AZ and Scottsdale, AZ – Cook Family Enterprises LLC, Steve and Shannon Cook, Glendale, AZ 623-680-9599 (1)
Yogurtini Phoenix, AZ – William Hamilton, 480-981-7227 (2)
Yogurtini Goodyear, AZ – Goodyear Frozen Treats, Inc, Mark Noffsinger and Robert Schlenker, Buckeye, AZ 719-290-6922 (2)

Arkansas

Siloam Springs, AR – Carol and George Sawyer, Tonkawa, OK 580-628-7227

California

U-Swirl Chico, CA – Western Gate Marketing LLC, David W Shaver, Navoto, CA 415-328-2693

Colorado

Aspen Leaf Broomfield, CO – Mountain Lion Trading Company, Benny Deal, Perryton, TX 806-435-2772 and John Deal, Perryton, TX 806-435-6008
Yogurtini Denver, CO – John and Traci Henry, Greenwood Village, CO 303-859-2710
Yogurtini Lonetree, CO –Jennifer and Christopher Cochran, Highlands Ranch, CO 317-435-6991 (2)

Connecticut

CherryBerry Bristol, CT – Bristol CB LLC, Yong Qing Liu (Andy Liu) Farmington, CT 203-232-7252 (1)
CherryBerry Brookfield, CT – Brookfield CB LLC, Yong Qing (Andy) Liu, Farmington, CT 203-232-7252 (1)

Florida

Fuzzy Peach Panama City Beach, FL – Terrance Moore, Midland, GA 706-573-2128

Georgia

Yogli Mogli Alpharetta, GA – YSB LLC, AdesoyeYosoye, 7938 Stratford Lane, Atlanta, GA 30350 (1) (2)

Idaho

U-Swirl Boise, ID – Regents Management LLC, Russell Foulk, Reno, NV 775-771-0410 (1)

Indiana

Josie s Bloomington, IN –LMJ Froyo LLC, Melissa Ringler, Bloomington, IN 702-349-8654

Iowa

CherryBerry Cedar Falls, IA – BDG Enterprises LLC, Bradley Graber, Waterloo, IA 319-830-7756 1)
CherryBerry Dubuque, IA - Taco Johns of Iowa LLC, Jeff Brands, Sioux Falls, SD 605-339-1497
CherryBerry Grimes, IA – Taste & See LLC, Loren and Tamara Ven Huizen, Sioux Falls, SD 563-940-4241 (1)

Kansas

CherryBerry Gardner, KS –Saga Investments LLC, Ralph Gall, Carol and George Sawyer, Tonkawa, OK 580-628-7227 (2)
Yogurtini Overland Park, KS – Trifecta LLC, Westly Atwood, Sinton, TX 361-364-5060

Kentucky

CherryBerry Lexington, KY – James Deener and Gary McCormick, 859-494-2058

Minnesota

CherryBerry Mancato, MN and Rogers, MN – RSM Brands LLC, Michael Hofer, 3223 32nd Avenue So , STE 201, Fargo, ND 58103
CherryBerry – Craig Lehan, 5016 South Arden Avenue, Sioux Falls, SD 571088
CherryBerry – Up River Enterprises LLC, Michael Brekke, 2888 Samuel Drive South, Fargo, ND 58104 (2)

Missouri

Yogurtini Kansas City, MO- Zona Rosa –ASPK LLC, Alan Stribling, Independence, MO 913-915-2339 (2)
Yogurtini Kansas City, MO- Plaza Colonade – ASPK LLC, Alan Stribling, Independence, MO 913-915-2339 (2)
Yogurtini Lee s Summit, MO –BLPC Corp , Brian Peplow, Belton, MO 913-256-8823
Yogurtini Ozark, MO –JDB Group LLC, Jan Buning 417-848-8136 (1)

Montana

CherryBerry Billings, MT – RSM Brands LLC, Michael Hofer, 3223 32nd Avenue So , STE 201, Fargo, ND 58103

Nebraska

CherryBerry Omaha, NE – Fill My Cup LLC, Loren and Tamara Ven Huizen, Sioux Falls, SD 563-940-4241

New Jersey

Let s Yo! East Windsor, NJ – JJE Yogurt LLC, Jim and Maria Emich, Allentown, NJ 609-414-6471
Let s Yo! Montclair, NJ – M&M Services Enterprise LLC, Michael Sobon, Livingston, NJ 609-414-6471 (2)
Let s Yo! Paramus, NJ – Russell and Shelly Rothstein 201-845-7471 and Marcello Petrzzella 201-710-5389 (1)

North Carolina

Fuzzy Peach Boiling Springs, NC – Dawn Alexander, Mooresboro, NC 704-300-5115
Fuzzy Peach Porter s Neck, NC – Swiss Bear Group, Robert Adams, 4218 Mill Villafe Rd, Raleigh, NC 26712 (2)

North Dakota

CherryBerry Bismarck, ND – Jordan CSRK LLC, Steve Jordan, 1315 Stoney Lane Bismarck, ND 58501, Charles Jordon, Langdon, ND cljordon1962@yahoo com, Kellan Jordan, Fruita, CO 910-361-8486, Randy Jordan, 5535 Oakgreen Place N , Stillwater, MN 55082 (1)
CherryBerry Jamestown, ND – KSSG 3 LLC, Kalpesh Patel, Bismarck, ND 701-226-5331
CherryBerry Minot, ND – Simmon and Wu LLC, Geewon Anderson and Hye (Kim) Wu, Minot, ND 701-838-8886

Oklahoma

CherryBerry Enid, OK – RAF Investments, Benjamin Floyd, no known address or telephone number
CherryBerry Moore, OK – Como Yogurt LLC, Tim Vandergrief, no known address or telephone number

Pennsylvania

Yogli Mogli Pittsburgh, PA – Jones Hall Enterprises LLC Paul Jones, Colorado Springs, CO719-244-3995
U-Swirl Warminster, PA – Ageless Care Alternatives LLC, Patsy Long, Warrington, PA 215-491-1366, Terrianne and Michael Taggart, Hatboro, PA 215-443-0127 (1)

South Carolina

Fuzzy Peach Murrell s Inlet, SC – David Small, 4412 Fireside Court, Wilmington, NC 28412

South Dakota

CherryBerry Watertown, SD – Goossen Investments LLC, Trent Goossen, Renner, SD 918-704-6999 (1)
CherryBerry Yankton, SD – Jam 6 LLC, Jay Fitzgerald 605-661-3255

Texas

Josie s San Marcos, TX – Culture Roll LLC, Shane Fraser 2410 Hunter Rd, Suite 101, San Marcos, TX 78666 (1)
U-Swirl Houston, TX – L & R Endeavors -I LLC, Sheryl and Dale Palmer, Henderson, NV 702-265-9393, Randy Palmer, Katy, TX 702-513-4975(2)
U-Swirl Katy, TX – L & R Endeavors -II LLC, Sheryl and Dale Palmer, Henderson, NV 702-265-9393, Randy Palmer, Katy, TX 702-513-4975(2)

Utah

U-Swirl Draper, UT –Regents Management LLC, Russell Foulk, Reno, NV 775-771-0410(1)(2)

Wisconsin

CherryBerry Grand Chute, WI - Yogurt Group LLC, Jason Madsen, Sioux Falls, SD 606-867-9564, Stephen and Lisa Lewis, 2905 East Stonehedge Lane, Sioux Falls, SD 57101 (1)
CherryBerry Hudson, WI - Lamar LLC, Larry and Marsha Norheim 701-425-2420
CherryBerry Kenosha, WI, Monona, WI and Wausau, WI – TACT LLC, Thomas Wilcox, 101 W Lotta Street, Sioux Falls, SD 57105 (1)
CherryBerrry Mequon, WI – AAH Enterprises Mequon LLC, Amber Scriver, 311 Highland Drive, Milbank SD 57252 (1), L and R Mequon Yogurt LLC, Lonnie and Ruth Scriver, 304 West 6th Street, Redfield, SD 57469, Double D Yogurt Mequon LLC, Darrel Rohlfs, 504 East 6th Avenue, Redfield, SD 57469
CherryBerry New Berlin, WI – CB New Berlin LLC, Alexandria Bindas and David Kurth, 813 Riverbend Road, Oxbow, ND 58047

(1) Denotes they currently own one or more additional stores
(2) Denotes a transfer of store ownership

EXHIBIT I

ADDENDUM TO DISCLOSURE DOCUMENT
FOR STATE RIDERS

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT

a Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business This applies to the Franchise Agreement

b The franchisor, any person or franchise broker in <u>Item 2</u> of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C § 78a et seq , suspending or expelling such persons from membership in this association or exchange

c California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control

d The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under Federal Bankruptcy Law (11 U S C A § 101 et seq)

e The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the Franchise This provision may not be enforceable under California law

f The Franchise Agreement contains a liquidated damages clause Under California Civil Code § 1671, certain liquidated damages clauses are unenforceable

g The Franchise Agreement requires binding arbitration The arbitration will occur at the office of the American Arbitration Association closest to our headquarters in Durango, Colorado, with the costs being borne by the losing party Prospective Franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (such as Business and Professions Code 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

h The Franchise Agreement requires application of the laws of the State of Colorado This provision may not be enforceable under California law

i Section 31125 of the Franchise Investment Law requires USI to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise

j You may be required to sign a general release of claims if you renew or transfer your franchise California Corporations Code § 31512 voids a waiver of your rights under the

Franchise Investment Law (California Corporations Code §§ 31000 through 31516) Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 20000 through 20043)

U-Swirl International, Inc

By ______________________________
Title ____________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ______________________________
Title ____________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE

Registered agent in the state authorized to receive service of process

Commissioner of Securities
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

1 The following paragraph is added to Item 17

Section 482E-6(3) of the Hawaii Revised Statutes provides that upon termination or refusal to renew the Franchise, USI is obligated to compensate you for the fair market value, at the time of the termination or expiration of the Franchise, of your inventory, supplies, equipment and furnishings purchased from USI or a supplier designated by USI, provided that personalized materials which have no value to USI need not be compensated for If USI refuses to renew a Franchise for the purpose of converting your business to one owned and operated by USI, USI, in addition to the remedies provided above, shall compensate you for the loss of goodwill USI may deduct from such compensation reasonable costs incurred in removing, transporting, and disposing of your inventory, supplies, equipment, and furnishings pursuant to this requirement, and may offset from such compensation any monies due USI

2 The following list reflects the status of the franchise registration of the Franchisor in the states that require registration

A The states in which this proposed registration is effective California, Hawaii, Illinois, Indiana, Minnesota, New York, Virginia and Washington

B The states in which this proposed registration is or will be shortly on file Maryland, North Dakota, Rhode Island

C The states, if any, which have refused, by order or otherwise, to register these franchises : None

D The states, if any, which have revoked or suspended the right to offer these franchises None

E The states, if any, in which the proposed registration of these franchises has been withdrawn by the Franchisor

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

1 Illinois law governs the agreements between the parties to this franchise

2 Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of the State of Illinois is void However, a franchise agreement may provide for arbitration in a venue outside of Illinois

3 Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void

4 Your rights upon termination and non-renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act

U-Swirl International, Inc

By ______________________________

Title ______________________________

FRANCHISEE

____

Individually

AND (if a corporation or partnership)

____

Company Name

By ______________________________

Title ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF INDIANA

1 Item 17 r is deleted and replaced with the following provision

Provision	Section in Franchise Agreement	Summary
r Non-competition covenants after the franchise is terminated or expires	FA Section 2 9	You are restricted from having an interest in a similar business for 2 years within the Exclusive Territory of your USI Store or U-Swirl-n-Go Store (as applicable)

U-Swirl International, Inc

By ______________________________
Title _____________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ______________________________
Title _____________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for U-Swirl International, Inc 's Franchise Disclosure Document and for its Franchise Agreement The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties

1 Item 17 of the Disclosure Document is amended to state the provision contained in the termination sections of the Franchise Agreement may not be enforceable under federal bankruptcy law (11 U S C Section 101 et seq)

2 Item 17 of the Franchise Disclosure Document shall be amended to state that the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law The appropriate sections of the Franchise Agreement are hereby deemed to be amended accordingly

3 The Prospective Franchisee Questionnaire, Exhibit F to the Franchise Disclosure Document, is amended to state all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

4 Item 17 of the Franchise Disclosure Document and the appropriate sections of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise

5 Item 17 of the Franchise Disclosure Document and the appropriate sections of the Franchise Agreement are amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

6 The Franchise Agreement is hereby amended to state that any representations which require a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

7 Based upon our financial condition, the Maryland Securities Commissioner requires that all initial fees and payment shall be deferred until such time as the franchisor completes its initial obligations under the franchise agreement Item 5 of the Franchise Disclosure Document and the applicable sections of the Franchise Agreement are hereby amended

U-Swirl International, Inc

By ______________________________

Title ______________________________

FRANCHISEE

____

Individually

AND (if a corporation or partnership)

____

Company Name

By ______________________________

Title ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MICHIGAN

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise

(a) A prohibition on the right of a franchisee to join an association of franchisees

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation This subsection applies only if (i) the term of the franchise is less than 5 years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances This section does not require a renewal provision

(f) A provision requiring that arbitration or litigation be conducted outside this state This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise Good cause shall include, but is not limited to

(i) The failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (C)

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000 00, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled At the option of the franchisor, a surety bond may be provided in place of escrow

The fact that there is a notice of this Offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General

Any questions regarding the notice should be directed to

State of Michigan
Consumer Protection Division
Attention Franchise Section
670 Law Building
Lansing, Michigan 48913
Telephone Number (517) 373-3800

The 14 calendar day waiting period in the second paragraph in the Receipt pages is replaced with a 10 business day waiting period

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA

1 The followıng legend ıs added to the Rısk Factors on the Cover Page

MINN STAT §80C 21 AND MINN RULE 2860 4400J PROHIBIT USI FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION

2 The last sentence of the sıxth paragraph of Item 13 ıs replaced wıth the followıng sentences

As ıt deems necessary, USI wıll protect your rıght to use USI's Marks The Mınnesota Department of Commerce requıres Franchısors to ındemnıfy Franchısees agaınst lıabılıty to thırd partıes resultıng from claıms by thırd partıes that the Franchısee's use of the Franchısor's marks ınfrınges upon the trademark rıghts of the thırd party

3 The followıng statement ıs added at the end of Item 17 c and 17 m

(Any release executed ın connectıon herewıth shall not apply to any claıms that may arıse under the Mınnesota Franchıse Act)

4 The followıng statements are added at the end of Item 17

Mınnesota law provıdes a Franchısee wıth certaın termınatıon and nonrenewal rıghts Mınn Stat Sec 80C 14 Subd 3, 4 and 5 requıre, except ın certaın specıfıed cases, that a Franchısee be gıven 90 days notıce of termınatıon (wıth 60 days to cure) and 180 days notıce for nonrenewal of the applıcable agreement

5 The followıng statement ıs added at the begınnıng of Item 5 and at the end of Item 7 Note 1

In the State of Mınnesota, we wıll defer the payment of the ınıtıal franchıse fee and any other ınıtıal payment untıl you open your busıness and ıt ıs operatıng However, you must execute the Franchıse Agreement prıor to lookıng for a sıte or begınnıng traınıng

U-Swırl Internatıonal, Inc

By ______________________________
Tıtle ______________________________

FRANCHISEE

____
Indıvıdually

AND (ıf a corporatıon or partnershıp)

____
Company Name

By ______________________________
Tıtle ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NEW YORK

INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS

1 The following paragraphs are added at the beginning of Item 3

To the best of USI's knowledge, and except as stated in Item 3, neither USI nor any person identified in Item 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against it, him, or her alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations

To the best of USI's knowledge, neither USI nor any person identified in Item 2 above has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the ten-year period immediately preceding the date of this Disclosure Document has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations

To the best of USI's knowledge, neither USI nor any person identified in Item 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency

2 The following paragraph is added at the beginning of Item 4

Except as noted in this Item 4, and to the best of USI's knowledge, neither USI nor any predecessor, or officer, or general partner of USI has, during the 10-year period immediately preceding the date of the offering prospectus, been adjudged bankrupt or reorganized due to insolvency, or was a principal officer of any company or a general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency during or within one year after the period that such officer or general partner of ours held such position in such company or partnership, nor has any such bankruptcy or reorganization proceeding been commenced

3 The following sentence is added after the second paragraph in Item 5

The initial franchise fee is used by USI to help cover its costs of providing training and other start-up services to you, and for general corporate purposes

FACTORS TO BE CONSIDERED

ANY DISPUTES, DIFFERENCES OR CONTROVERSIES THAT ARISE PURSUANT TO THE FRANCHISE AGREEMENT OR BREACH THEREOF WILL BE SETTLED BY ARBITRATION ALL SUCH PROCEEDINGS WILL BE HELD IN THE OFFICE CLOSEST TO DURANGO, COLORADO THIS INFORMATION SHOULD BE TAKEN INTO CONSIDERATION IN DETERMINING WHETHER OR NOT TO PURCHASE THIS FRANCHISE

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity The information contained in this disclosure has not been verified by the State If you have any questions about this investment, see an attorney before you sign a contract or agreement

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled (N C G S §66-95)

U-Swirl International, Inc

By ________________________________
Title _______________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ________________________________
Title _______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document and Franchise Agreement effectively amends and revises said documents as follows

1 Item 17(c) of the Disclosure Document and Articles 1 and 3 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release

2 Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law Item 17(r) of the Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly

3 Item 17(u) of the Disclosure Document and Article 6 of the Franchise Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties

5 Item 17(v) of the Disclosure Document and the provisions of Article 6 of the Franchise Agreement which require jurisdiction of courts in the State of Colorado are deleted

6 Item 17(w) of the Disclosure Document and Article 6 of the Franchise Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota

7 Apart from civil liability as set forth in Section 51-19-12 N D C C , which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law

8 The provisions of Article 6 of the Franchise Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted

9 The provisions of Article 6 of the Franchise Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies

U-Swirl International, Inc

By ______________________________

Title ______________________________

FRANCHISEE

Individually

AND (if a corporation or partnership)

Company Name

By ______________________________

Title _____________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself

Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that

"A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act"

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for U-Swirl International Inc for use in the Commonwealth of Virginia is amended as follows

Additional Disclosure The following statements are added to Item 17 h

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE U-SWIRL INTERNATIONAL, INC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF WASHINGTON

1 This statute that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise WASHINGTON [Rev Code Sections 19 100 180, 19 100 190]

2 In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or as determined by the arbitrator

3 In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW will prevail

4 A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable

5 Transfer fees are collectable to the extent that they reflect the Franchisor s reasonable estimated or actual costs in effecting a transfer

6 The collection of the initial franchise fee shall be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business

U-Swirl International, Inc

By ______________________________
Title ______________________________

FRANCHISEE

____
Individually

AND (if a corporation or partnership)

____
Company Name

By ______________________________
Title ______________________________

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language Read this Disclosure Document and all agreements carefully

If USI offers you a franchise, it must provide this Disclosure Document to you 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, except as follows

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If USI does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and the state administrators listed in Exhibit A

The franchisor is U-Swirl International, Inc , 265 Turner Drive, Durango, Colorado 81303 USA Its telephone number is 702-586-8700

Date of Issuance June 15, 2016

The name, principal business address and telephone number of the franchise seller for this offering is

☐ James C Werling II, 5020 Vista del Ore Pt , Colorado Springs, Colorado 80919, 719-646-9501
☐ Kraig Carlson, 265 Turner Drive, Durango, Colorado 81303 USA, 970-382-7336
☐ Greg Pope, 265 Turner Drive, Durango, Colorado 81303 USA, 970-259-0554

USI's agents for service of process are disclosed in Exhibit A

I received a Disclosure Document dated June 15, 2016, that included the following Exhibits A State Administrators and Agents for Service of Process B Franchise Agreement B-1 CherryBerry Amendment to Franchise Agreement B-2 Yogurtini Amendment Franchise Agreement B-3 U-Swirl-n-Go Amendment Franchise Agreement B-4 USI RMCF Co-Brand Amendment to Franchise Agreement C Financial Statements D Operations Manual Table of Contents E Nondisclosure and Noncompetition Agreement F Prospective Franchisee Questionnaire G Sample General Release Agreement H List of Franchisees H-1 List of Franchisees that Left the System I Addendum to Disclosure Document State Riders

PROSPECTIVE FRANCHISEE

DATED ______________________

____
Signature
Print Name ____________________

RECEIPT

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PROSPECTIVE FRANCHISEE

DATED ______________________

____
Signature
Print Name ____________________

PLEASE IMMEDIATELY DATE, SIGN AND FAX THIS PAGE TO 970-259-5895, THEN PROMPTLY RETURN THIS PAGE BY MAIL OR COURIER TO U-SWIRL INTERNATIONAL, INC AT 265 TURNER DRIVE, DURANGO, COLORADO 81303 USA