UNIFORM FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF CALIFORNIA

BRUSTER'S, a Pennsylvania Limited Partnership
730 Mulberry Street
Bridgewater, PA 15009

www.brusters.com

Bruster's Real Ice Cream franchises are retail ice cream stores that offer premium ice cream, sherbet, frozen yogurt, Italian ices and related products. The products are made fresh on site every day.

The total investment necessary to begin operation of a Bruster's franchised business is between $510,000 and $1,320,000 for a freestanding Unit, between $231,200 and $594,500 for an endcap Unit. This includes a $35,000 New Franchise Services fee that must be paid to the Franchisor or its affiliate(s) for a Unit. Subsequent franchise agreements, regardless of when they are purchased, are offered at 50% of the then-current franchise fee.

In addition to offering a single franchise agreement, we also offer the option to purchase multiple franchise agreements under a Development Agreement; which includes signing a separate franchise agreement for each trade area under the terms of the Development Agreement simultaneously, with certain modifications to address the timeline for opening the Units. Your total investment for a Development Agreement will vary depending on the number of franchise agreements purchased. For example, the total investment for a Development Agreement with three franchise Units will range from $1,530,000 to $3,960,000 for freestanding locations or from $693,600 to $1,768,500 for endcap locations, including a $35,000 New Franchise Services fee for the first Unit and $17,500 for each of the second and third Unit respectively. The total investment for a Development Agreement with five Units will range from $2,550,000 to $6,600,000 for freestanding locations or from $1,156,000 to $2,947,500 for endcap locations, including a $35,000 New Franchise Services fee for the first Unit and $17,500 for each of the second through fifth Units respectively.

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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to Bruster's 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 Kim Ellis at 730 Mulberry Street, Bridgewater, PA 15009 or (724)774-4250.

The terms of your Franchise Agreement will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your Franchise Agreement. Read all of your Franchise Agreement carefully. Show your Franchise Agreement 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 ("FTC"). 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: March 23, 2020

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 MEDIATION, AND/OR ARBITRATION PRIOR TO OR LITIGATION ONLY IN PENNSYLVANIA. OUT-OF-STATE LITIGATION, ARBITRATION AND/OR MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE, ARBITRATE OR MEDIATE WITH US IN PENNSYLVANIA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT PENNSYLVANIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO INVESTIGATE THESE LAWS.
3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: _____

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, 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 exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	
Indiana	July 17, 2019
Maryland	October 31, 2019
Michigan	June 21, 2019
New York	October 2, 2019
Utah	January 24, 2020
Virginia	August 1, 2019

TABLE OF CONTENTS

Page

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES..... 2

ITEM 2 BUSINESS EXPERIENCE 3

ITEM 3 LITIGATION 5

ITEM 4 BANKRUPTCY..... 6

ITEM 5 INITIAL FEES 6

ITEM 6 OTHER FEES…….7

ITEM 7 ESTIMATED INITIAL INVESTMENT 9

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 14

ITEM 9 FRANCHISEE'S OBLIGATIONS..... 16

ITEM 10 FINANCING..... 18

ITEM 11 FRANCHISOR'S ASSISTANCE,ADVERTISING,COMPUTER SYSTEMS,AND TRAINING 18

ITEM 12 TERRITORY..... 25

ITEM 13 TRADEMARKS..... 26

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION..... 27

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS..... 27

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 28

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 29

ITEM 18 PUBLIC FIGURES..... 32

ITEM 19 FINANCIAL PERFORMANCE ……..…….……33

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION……..……..35

ITEM 21 FINANCIAL STATEMENTS..... 42

ITEM 22 CONTRACTS..... 42

ITEM 23 RECEIPT 42

EXHIBITS

EXHIBIT A STATE ADMINISTRATORS

EXHIBIT B AGENTS FOR SERVICE OF PROCESS

EXHIBIT C FRANCHISE AGREEMENT

EXHIBIT D FINANCIAL STATEMENTS

EXHIBIT E ADDENDA TO DISCLOSURE DOCUMENT

EXHIBIT F RIDERS TO THE BRUSTER'S FRANCHISE AGREEMENT

EXHIBIT G LIST OF FRANCHISEES

EXHIBIT H MUTUAL GENERAL RELEASES

EXHIBIT I RECEIPTS

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "Bruster's" is the franchisor. "You" means the person who buys the franchise. Bruster's Limited Partnership is the Franchisor. "Bruster's" means Bruster's Limited Partnership. If "you" are a corporation, "you" includes your owners. Bruster's is a limited partnership organized in Pennsylvania, March 17, 1993. We do business under the name of Bruster's Real Ice Cream. Our principal business address is 730 Mulberry Street, Bridgewater, PA 15009. We do not conduct business in any other line of business and we do not offer franchises in any other line of business.

The Company has no parents or predecessors. Bruster's affiliate is the Bruce Reed Business Trust. Its principal business address is 730 Mulberry Street, Bridgewater, PA 15009. The Bruce Reed Business Trust was incorporated in 1994 and does not provide products or services to the franchisees directly, but oversees the management of stores franchised by Bruster's. The Bruce Reed Business Trust operates units of the type being offered to you, and it does not offer franchises in this line of business or in any other type of business. All of the employees on Bruster's corporate staff, with the exception of Bruce Reed, are employed by the Bruce Reed Business Trust. Bruce Reed is employed by Bruster's.

Bruster's agents for service of process are disclosed in Exhibit B.

Bruster's franchises the right to sell ice cream, yogurt and frozen desserts under Bruster's trade name, and has done so since April 1, 1993. We do not operate other businesses of the type being offered, nor do we offer franchises in any other type of business. A Bruster's store may either be a freestanding store or an endcap store in a strip mall.

Because Bruster's is a limited partnership, we have a general partner and a limited partner. Bruster's Ice Cream, Inc. is the general partner of Bruster's. Bruce Reed is the limited partner. Two ice cream stores bearing the Bruster's trademark are owned by Bruce Reed, who is President of Bruster's Ice Cream, Inc. The stores are operated by the Bruce Reed Business Trust. One other store is operated under a license granted by Bruce Reed to his sister Candy Gerace and operates under the name Bruster's.

Your market includes all types of retail consumers. Your competitors include other ice cream, yogurt and frozen dessert stores, restaurants marketing ice cream, yogurt and desserts, as well as local supermarkets. Sales are made year-round, but generally increase in the summer months.

Bruster's reserves the right to grant franchises to existing food service establishments to operate outside of your Territory, as described later, a menu line extension of Bruster's products.

Bruster's also has an electronic gift card program. This program permits customers to utilize a gift card to purchase products. Bruster's will also provide you with any special discounts and exclusive participation programs that it negotiates with vendors for the benefit of all of its franchisees.

The operation of the Store will be subject to all federal, state and local laws, ordinances and regulations pertaining to business, restaurants and food handling generally. For example, many health department and related codes and regulations require that food service businesses within their

jurisdictions have at least one employee or staff member who has successfully completed a food service manager or employee certification program.

There may be other laws and regulations applicable to your business and we urge you to make inquiries about any laws or regulations that may impact your business.

ITEM 2
BUSINESS EXPERIENCE

Founder: Bruce Reed

Since 1993, Bruce Reed has served as Director of Franchise Operations for Bruster's, A Limited Partnership. Also, since 1993, he has served as the President of Bruster's Ice Cream, Inc., which is located in Bridgewater, Pennsylvania. Bruster's Ice Cream, Inc. is the General Partner of Bruster's, A Limited Partnership. Since 1994, Bruce Reed has been the sole trustee of the Bruce Reed Business Trust, located in Bridgewater, Pennsylvania.

Chief Executive Officer: Jim Sahene

Jim Sahene has been employed as Chief Executive Officer of the Bruce Reed Business Trust since January 2002.

Sr. Vice President of Franchise Support: David Guido

Since 1997, David Guido has been employed by Bruce Reed Business Trust in a variety of roles, including but not limited to store operations guidance, site selection support, procurement & distribution management, product innovation, and system technology. Since 2019 he has served in his current position.

Sr. Vice President of Franchise Development, Greg Danziger

Since September 2019, Greg Danziger has served as Senior Vice President for Bruce Reed Business Trust dba Bruster's Real Ice Cream. Prior to his current role, he served as Chief Development Officer and Vice President of Franchise Development for Master Home Services, LLC in Somerville, New Jersey since January of 2017. From November 2015 to November 2016, he served as Director of Franchise Development for Sbarro, LLC in Columbus, Ohio. From January 2010 to October of 2015, he served as President and managing member for Battery Giant in Madison Heights, Michigan.

Vice President of Franchise Development & Legal: Kim Ellis

Since 2018, Kim Ellis has served as Vice President of Franchise for Bruce Reed Business Trust dba Bruster's Real Ice Cream. In 2020, she added responsibilities for legal. Prior to that, from 2012 until 2018, she was Vice President of Franchise Development for The Snip-Its Franchise Company.

Vice President of Marketing: Jennifer Brinker

Since September 2015, Jenifer Brinker has been employed by Bruce Reed Business Trust as Vice President of Marketing. Prior to that, she served as Vice President of Marketing from 2008 to 2013 and Senior Vice President of Marketing in 2013 at GNC.

Senior Accountant, Bethany Leo

Since May 2016, Bethany Leo has been employed by Bruce Reed Business Trust as Senior Accountant. Prior to that she was employed by Allegheny Health Network as a Senior Accountant. She also worked in Public Accounting for several years. She is a Certified Public Accountant.

Franchise Sales: Lori Molnar

Since 2000, Lori Molnar has been employed by Bruce Reed Business Trust. She currently works part-time in franchise sales and previously held the full-time position of Director of Marketing.

Project Manager: Mark Oldaker

Since 1995, Mark Oldaker has been employed by Bruce Reed Business Trust. Since 1997, he has served as Project Manager for franchise projects.

Receptionist: Judy Galand

Since 1991, Judy Galand has been employed by Bruce Reed Business Trust. She has served as a receptionist and bookkeeper since that time. Since 1993, she has served as the Treasurer of Bruster's Ice Cream, Inc. Bruster's Ice Cream, Inc. is the General Partner of Bruster's, A Limited Partnership.

Finance: Donna Mink

Since October 2006, Ms. Mink has been employed as a Bookkeeper/Analyst for Bruce Reed Business Trust.

TRAINING & OPERATIONS STAFF:

Vice President of Operations, Central Region: Marcie Chong

From March 2004 until 2012, Ms. Chong has been employed as a District Manager and Training Manager for Bruce Reed Business Trust, where she also helped open new stores. Since 2012, she has served as a Regional Vice President of Operations.

Vice President of Operations, Southern Region: Sean Krings

Since 2012, Mr. Krings has served as a Regional Vice President of Operations. From 1995 until the present has been involved in Vocelli Pizza as a Franchisee and an Operating Partner. He remains a Vocelli Pizza Franchisee.

Vice President of Operations, Northern Region: Bob Turner

Since April 2018, Mr. Turner has been employed by Bruce Reed Business Trust as a Regional Vice President of Operations. From 2014 to 2018, Mr. Turner was employed as an Operations Supervisor for a 5-unit Franchisee of McDonalds Restaurants. From 2009 to 2014, he was employed as a Business Consultant by McDonalds Corporation Field Service.
Director of Purchasing

Training Manager: Julie Maccaglia

Since 2016, Ms. Maccaglia has been Training Manager for Bruce Reed Business Trust. For that same time, she has also been the General Manager for the Bruster's store in Bridgewater, PA. From 2008 through 2016, she was employed by Starbucks Coffee, first as a Barista, then as a Shift Supervisor in 2015 and 2016.

ITEM 3
LITIGATION

NOTE: EXHIBIT E OF THIS DOCUMENT CONTAINS AN ADDENDUM TO ITEM 3

Bruster's filed a Complaint, including in Equity against Golden Deer Corp. ("Golden Deer") and JCG Cherries as defendants in the Court of Common Pleas of Beaver County (No. 11420-2014). In the lawsuit, Bruster's alleged that: The defendant Golden Deer, a former franchisee of Bruster's transferred the franchise to JCG Cherries, also a former franchisee of Bruster's. The owner and president of Golden Deer also owns the building upon which both former franchisees operated. JCG Cherries, along with its owner, are operating a new ice cream shoppe at that location, and using certain Bruster's trademarked and protected intellectual property. Leasing and/or operating an ice cream shoppe at that location, along with using Bruster's trademarked and protected intellectual property are breaches of the post termination covenants of the respective franchise agreements of both defendants.

The Court granted both a preliminary injunction and permanent injunction (1) enjoining Golden Deer and its owner from leasing or otherwise transferring possession of the subject property to any entity for operating an ice cream store, (2) terminating the existing lease for an ice cream store, and (3) directing JCG Cherries to shut down the ice cream store.

Golden Deer appealed the Court's decision to the Pennsylvania Superior Court (Bruster's LP v. Golden Deer Corporation and JCG Cherries No. 11420-2014).

The Superior Court, by Order dated January 12, 2016, determined that the owner of the subject property was not a party to the lawsuit. Accordingly, it reversed the injunction (1) enjoining Golden Deer and its owner from leasing or otherwise transferring possession of the subject property to any entity for operating an ice cream store and (2) terminating the existing lease for an ice cream store. The Superior Court affirmed the injunction directing JCG Cherries to shut down the ice cream store.

In 2017, Defendants were permitted to file an Amended Counterclaim against Bruster's, raising claims of breach of contract, fraud, unjust enrichment and civil conspiracy, among others.

Bruster's original non-equity claims and Defendants' counterclaims are currently being litigated in the Court of Common Pleas of Beaver County. The case currently is dormant, as neither party has taken action to advance the litigation during the past year.

Other than this action, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchisees pay a nonrefundable $35,000 New Franchise Services fee, which is payable upon the signing of the Franchise Agreement. Franchisor agrees to provide a package of New Franchise Services including assisting with selection of an engineer and contractor, reviewing approving engineers' drawings, being available to assist with business plan/financing, managing projects, employee training and store opening assistance. This fee applies to freestanding units and endcap units. United States Military Veterans receive a 50% discount on the first New Franchise Services fee. Also, Franchisees who sign a second Franchise Agreement, receive a 50% discount on the then-current New Franchise Services fee for all subsequent units.

Franchisees that enter into a Development Agreement will pay a nonrefundable Development Fee in lieu of the New Franchise Services fee. The Development Fee will amount to $35,000.00 for the first Unit, plus $17,500.00 for each additional Unit purchased under the terms to the Development Agreement. For example, a three-unit Development Agreement will require a nonrefundable Development Fee of $70,000.00, a four-unit Development Agreement will require a nonrefundable Development Fee of $87,500.00 and a five-unit Development Agreement will require a nonrefundable Development Fee of $105,000.00. A Development Agreement requires the Franchisee purchase at least two franchise agreements, but there are no restrictions for the maximum number of agreements a Franchisee may purchase.

Because of our desire to expand into the State of California and a franchisee who was able to commit to multiple stores, we entered into an agreement with the franchisee. The agreement had a one-time development fee of $50,000 along with a reduced Franchise Services Fee of $10,000 for each of the first six stores opened in the territory.

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ITEM 6
OTHER FEES

Type of Fee	**Amount**	**Due Date**	**Remarks**
Royalty	5% of Net Sales	Payable weekly the 3rd day of the next week; at our option, by transfer	Net Sales is all revenue from the franchise location(s) other than sales tax & electronic funds coupons. Royalties are paid to Franchisor for the use of the brand & current operating system.
Advertising Fund	Maximum advertising fund fees of 3% of net sales	Payable monthly the 10th day of the next month	All franchisees pay 3% of net sales
Transfer	$20,000.00	Before the transfer	Paid only if someone purchases your rights in the franchise.
Interest	1.5% monthly or the highest rate allowed by law, whichever is lower	30 days after billing	Interest is charged on any unpaid royalty, advertising, and transfer fees, plus any other payment due but not received by the date due.
Convention Fee	$2000.00	Date of convention	Convention fee is charged if franchisee or representative does NOT attend convention.
Operations Meeting Fee	$200.00	Date of meeting	Operations meeting fee is charge if franchisee or representative does not attend scheduled operations meeting.
Administrative Fee	$100.00 per week for each week until the data is reported	Weekly	Administrative fee is assessed if weekly sales are not reported when due (1st day of the following week); administrative fee is assessed if monthly sales are not reported when due (5th day of following month).

Approval of New Products or Suppliers	Will vary with circumstances	When request is made	You must reimburse us for our reasonable costs in reviewing and evaluating your request.

1. All such fees are payable solely to Bruster's. All fees are nonrefundable.
2. You may be required from time to time to provide a reasonable amount of ice cream and yogurt at 50% of the retail price to corporate representatives of Bruster's for use in promoting the Marks. It may or may not be used to promote the Marks in your specific Territory.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

Freestanding Unit

TYPE OF EXPENDITURE (1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
New Franchise Services Fee	$35,000	Lump sum	At signing of FA	Bruster's
Training Expenses (2) (3)	$3,000 to $6,000	As incurred	As incurred	Employees' Wages, Travel and Living Expense
Real Property -Land (4) -Sitework (4)	$180,000 to $800,000	Note 4	Note 4	Owner of Property
Equipment (5) Including Design & Construction	$245,000 to $396,000	Note 5	Note 5	Suppliers
Sign Package (6)	$20,000 to $25,000	Note 6	Note 6	Suppliers
Insurance and Deposits	$3,000 to $5,000	As incurred (See Note 5)	Upon signing Lease or other Agreements	Landlord & Utility Companies
Opening Inventory (7)(9)	$7,000 to $18,000	As ordered	As incurred	Suppliers (8)
Grand Opening (10)	$7,000 to $10,000	As incurred	As incurred	Suppliers
Additional Funds – 3-6 months (8)	$10,000 to $25,000	As incurred	As incurred	Employees, Suppliers, Utilities
Total (11)	$510,000 to $1,320,000			

1. All payments are non-refundable.

2. Training consists of 9 days at a location to be designated by Bruster's, for at least two representatives for each Unit – who are two persons (including the franchisee, if applicable) that will be employed full time at the Unit. Eight to twenty-five people hired as scoopers will meet for a minimum of two 4-hour sessions at the store in which they will be employed. Bruster's may, at its discretion, require one additional 4-hour session for the scoopers if deemed necessary in Bruster's sole discretion. One Bruster's representative will work on-site at your store with you and your manager for one day prior to opening and three days during the opening week.

3. Although Bruster's bears all of its own costs associated with providing orientation and training to you, you must bear all wages, costs of travel, lodging and other living expenses incurred by you and your personnel in attending training sessions. The actual

cost depends on how many persons are trained, and whether you are one of them, their wages, where they stay and what they spend.

4. The estimated price of purchasing land is $100,000 to $400,000 in an urban area. A possible alternative to buying the land and the building is leasing. In an average urban area, the monthly cost of leasing land on which you may build is $1,000 to $5,000. If you lease land with an attached building, it is our experience that the monthly cost is $1,000 to $5,000. If you lease an already existing building, site work will need to meet our specifications.

5. If you intend to have a building built, we offer prototype drawings for a free-standing unit 34' x 54' in size. Franchisor supplies Design/Build Package for details on finishes of the build. Any costs to modify those plans to the particular size, configuration and site of your Unit are your responsibility. The cost of construction is $200,000 to $250,000. Purchasing equipment is estimated to run from $45,000 to $146,000, depending on whether you purchase new or used equipment. Bruce Reed Business Trust has national account pricing from Carpigiani Corp. for franchisees to purchase batch freezers. The batch freezers will be purchased and warranted by Carpigiani Corp. It does not include the cost of a temporary sign that you are required to erect on your lot as soon as you acquire possession of the property, which states "Bruster's Real Ice Cream Coming Soon." You can choose a vendor to make the sign. A few of the factors in this estimate are the cost of putting down the foundation of the building; underground plumbing; sewer and electric; the slab foundation for the cooler; and paving the parking lot and all other site development prep work required. This includes tap-in fees which range from $1,500 to $20,000. Also included is the cost of landscaping on the lot surrounding your store.

6. The sign package would consist of backlit reverse channel letters on front elevation gable peak and free-standing street/road sign. This could be modified by local governing authorities.

7. Inventory costs are higher if you open your store during the summer months because of expected increased volume of sales during that time.

8. This estimates your initial start-up expenses. These expenses include payroll costs. These figures are estimates and Bruster's cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: your management skill, experience and business acumen; local economic conditions; the local market for our product; the local market for real estate; the prevailing wage rate; competition; the sales level reached during the initial period; and the season.

9. The ice cream mix and yogurt mix, which comprise a portion of the opening inventory, are produced by Titusville Dairy and must be purchased from our distributors.

10. Direct mail print spend requirement is $7,000-$10,000 to fully saturate the market with a minimum of 50k households for each of the first two outbound marketing mailings

(this varies by size of market). The fees for outbound marketing shall be paid direct to a pre-approved vendor partner for execution of the program.

11. None of these payments is to an affiliate of Bruster's.

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ITEM 7 (cont'd)
YOUR ESTIMATED INITIAL INVESTMENT

Endcap Unit

TYPE OF EXPENDITURE (1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
New Franchise Services Fee	$35,000	Lump sum	At signing of FA	Bruster's
Training Expenses (2) (3)	$3,000 to $6,000	As incurred	As incurred	Employees' Wages, Travel and Living Expense
Rent	$18,000 to $72,000 annually	Monthly	Note 4	Owner of Property
Equipment, including Design & Construction (5)	$140,000 to $402,000	Note 5	Note 5	Suppliers
Sign Package (6)	$8,200 to $16,500	Note 6	Note 6	Suppliers
Insurance and Deposits	$3,000 to $5,000	As incurred	Upon signing Lease or other Agreements	Landlord, Utility & Insurance Companies
Opening Inventory (7)(9)	$7,000 to $18,000	As ordered	As incurred	Suppliers (8)
Grand Opening (10)	$7,000 to $10,000	As incurred	As incurred	Suppliers
Additional Funds – 3-6 months (8)	$10,000 to $25,000	As incurred	As incurred	Employees, Suppliers, Utilities
Total (11)	$231,200 to $59,500			

1. All payments are non-refundable.

2. Training consists of 9 days for at least two representatives for each Unit – you (the franchisee) and two persons (including the franchisee, if applicable) who will be employed fulltime at the Unit - at a location to be designated by Bruster's. Eight to twenty-five people hired as scoopers will meet for a minimum of two 4-hour sessions at the store in which they will be employed. Bruster's may, at its discretion, require one additional 4-hour session for the scoopers if deemed necessary in Bruster's sole discretion. One Bruster's representative will work on-site at your store with you and your manager for one day prior to opening and three days during the opening week.

3. Although Bruster's bears all of its own costs associated with providing training to you, you must bear all wages, costs of travel, lodging and other living expenses incurred by you and your personnel in attending training sessions. The actual cost depends on how many persons are trained, and whether you are one of them, their wages, where they stay and what they spend.

4. Once construction is completed, we estimate that rent will be $1,500 to $6,000 per month.

5. We do not offer Prototype Design Plan drawings for endcap stores, due to the variations in shapes and size. Bruster's will provide Franchisee with a conceptual drawing, based on space dimensions. It is your responsibility to hire an architect/engineer at your expense to develop the site design and other documents needed for local and state permitting, at an estimated cost of $5,000 - $12,000. Bruster's also provides a Design/Build Package, Construction Manual and guidance throughout the project. Purchasing equipment is estimated to run from $45,000 to $140,000, depending on whether you purchase new or used equipment. Bruce Reed Business Trust has national account pricing from Carpigiani Corp. for franchisees to purchase batch freezers. The batch freezers will be purchased and warranted by Carpigiani Corp. None of these payments are to Bruster's or an affiliate of Bruster's. Build-out construction costs will range from $90,000 to $250,000.

6. The sign package would consist of "Bruster's Real Ice Cream" channel letters on front elevation and street/road sign, if space is available. This could be modified by local governing authorities and could include an awning.

7. Inventory costs are higher if you open your store during the summer months because of expected increased volume of sales during that time.

8. This estimates your initial start-up expenses. These expenses include payroll costs. These figures are estimates and Bruster's cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: your management skill, experience and business acumen; the local market for real estate; the prevailing wage rate; competition; the sales level reached during the initial period; and the season.

9. The ice cream mix and yogurt mix, which comprise a portion of the opening inventory, are produced by Titusville Dairy and must be purchased from our distributors.

10. Direct mail print spend requirement is $7,000-$10,000 to fully saturate the market with a minimum of 50k households for each of the first two outbound marketing mailings (this varies by size of market). The fees for outbound marketing shall be paid direct to a pre-approved vendor partner for execution of the program.

11. None of these payments is to an affiliate of Bruster's.

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Unless otherwise provided in this Item 8**,** you must purchase your ice cream mix and yogurt mix from the supplier(s) specified in the Operations Manual or from other manufacturers and distributors designated or approved by us from time to time. The current supplier of ice cream and yogurt mixes is Titusville Dairy in Titusville, Pennsylvania. In 2000, Bruce Reed became a 25% owner of Titusville Dairy and, since 2015, Bruce Reed has owned 33% of Titusville Dairy. There is no other relationship between Bruster's and Titusville Dairy. Other than Bruce Reed's 33% interest in Titusville Dairy, neither Bruster's nor any of its affiliates or officers has an ownership interest in any currently approved supplier.

You must also buy all ice cream flavorings and yogurt flavorings directly from Tri-State Equipment. These proprietary flavorings are mandatory, and no profit is derived by Bruster's or any of its affiliates on the sale of these flavorings. Neither Bruster's nor any of its affiliates or officers has an ownership interest in Tri-State Equipment.

Total revenue of Bruster's based on the financial statements for the year ending December 31, 2019 was $6,207,460. Bruster's has an agreement with Titusville Dairy that requires Titusville Dairy to refund to Bruster's twenty percent (20%) of the revenue derived from the sale of ice cream and yogurt mixes by Titusville Dairy to franchisees. This twenty percent amount equaled $1,258,203 in 2019, which was 20% of Bruster's total revenue. These are the only required purchases from which Bruster's receives revenue.

The shipping charges for the products that come from Bruster's and any distributors will be billed to you.

The only required purchases and/or leases in relation to all purchases and leases to be made by you in establishing the business are the purchases of the ice cream and yogurt mix and ice cream and yogurt flavorings. These amount to less than 1% of your initial purchases and leases in establishing your business.

You must buy other food items specified in the Operations Manual, which are available to Franchisees on the Franchisee Extranet, made by certain manufacturers. These manufacturers are approved by us because of the superior quality of their products. Bruster's negotiates the buying arrangements for these items with suppliers, but neither Bruster's nor any affiliate will derive revenue from your purchases from these suppliers and you do not have to purchase them from these suppliers. Other than Titusville Dairy of which Bruce Reed owns 33%, neither Bruster's nor any of its affiliates or officers has an ownership interest in any of the suppliers either recommended or required by Bruster's. Titusville Dairy is the only approved supplier of ice cream and yogurt mix.

We do not reveal our standards and specifications for products to franchisees.

Bruster's does not provide any material benefit for franchisees based on a franchisee's purchase of particular products or services or use of particular suppliers.

If you believe a different supplier can supply a better product than what is required, or an equal product at a lower price, you may apply to Bruster's for approval of the alternate supplier. Within 60 days, Bruster's will notify you whether your alternate supplier has satisfied the standards of offering equal or better goods, in Bruster's sole judgment, at competitive prices. You will pay all the costs and expenses we incur in evaluating alternate suppliers proposed by you. If another supplier is approved, you will supply on a regular basis samples for us to test. If we determine that the samples no longer meet our requirements, our approval will be immediately withdrawn.

You must use a software program, hardware and a cash register system approved by us. We receive no revenue from your use of those programs.

You must use an engineer and architect approved by us. Bruster's approval rests on the architect's adherence to our design criteria. Bruster's receives no revenue from the architect you select. Your blueprints become the proprietary property of Bruster's.

You may select any supplier of printed supplies, like uniform business forms, stationery, signs, menus and other supplies with the Bruster's trade name and logo. Bruster's must approve the supplier. Appearance of the logo, quality of the product or equipment and reliability of the supplier are the main criteria used to approve the supplier. The same is true of all other equipment, such as cash registers, walk-in coolers, tables and chairs.

You may not install or operate vending machines, newspaper racks, jukeboxes, gum or candy machines, games, pinball machines, video games, rides or other mechanical or electronic entertainment or vending devices in your Unit or on the Premises.

You may select a licensed contractor who is acceptable to Bruster's to construct or improve the Premises or Unit, so long as the contractor complies with all construction criteria of the landlord of the Premises and applicable building and zoning codes.

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ITEM 9
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.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 4.10	Item 11
b. Pre-Opening purchases/leases	Sections 5; 6; 8; 11	Items 5; 7; 11
c. Site development and other pre-opening requirements	Sections 4; 5; 6; 7.1; 11.3; 18.2; 20.10	Items 5; 7; 11
d. Initial and ongoing training	Section 7	Items 7; 11
e. Opening	Section 8.10	Item 11
f. Fees	Section 5	Item 5; 6; 7
g. Compliance with standards and policies/Operating Manual/To Do List	Sections 4; 8	Item 16
h. Trademarks and proprietary information	Sections 1; 3; 8.11; 8.17; 13	Items 13; 14
i. Restrictions on products/services offered	Section 8	Item 16
j. Warranty and customer service requirements	Section 9	Item 11
k. Territorial development and sales quotas	Section 2	Item 12
l. Ongoing product/service purchases	Sections 4; 6; 8	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 4; 6; 8	Item 11
n. Insurance	Section 11	Item 7
o. Advertising (1)	Section 8	Items 6; 7; 8; 11
p. Indemnification	Section 12	Item 11
q. Owner's participation/ management/staffing	Section 8	Item 15
r. Records/reports	Sections 4; 10	None
s. Inspection/audits	Sections 8; 10	None
t. Transfer	Section 14	Items 6; 17
u. Renewal	Section 3	Item 17
v. Post-termination Obligations	Section 17	Item 17
w. Non-competition covenants	Section 15	Item 17

x. Dispute Resolution	Section 19	Item 17
y. Other (Security Interest)	Section 18.2	None

(1) You are required to permit representatives of Bruster's to show your store to potential franchisees. Bruster's may or may not give you advance notice of this visit.

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ITEM 10
FINANCING

Bruster's does not offer direct or indirect financing. Bruster's does not guarantee any of your obligations. Bruster's reserves the right to require you to have a certain amount of equity in your Bruster's project so that you will have reasonable equity and financial commitment to the franchised business.

Franchisees of the Bruster's system are eligible for expedited and streamlined SBA loan processing through the SBA's Franchise Registry Program, www.franchiseregistry.com.

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

Except as listed below, Bruster's is not required to provide you with any assistance.

A. Pre-Opening Obligations.

1. Site Selection. You must select a site for the Unit within your Territory within 180 days of the date of execution of your Franchise Agreement. Bruster's may provide you with a real estate broker reasonably knowledgeable about the geographic area in which you desire to locate your Unit. Once you select a location of the proposed site, you must submit a form to us regarding the proposed site and all relevant information. Factors that we consider and you should consider in evaluating a particular location are: population density, the amount of vehicular and foot traffic, square footage, competition within the area, the amount of rent, the availability of free parking, and entrance and exit to a street. We have 30 days from receipt of all of the required information to either approve or disapprove the proposed site. Our approval of the site is not a mandate that you must utilize that site. Accordingly, under no circumstances shall we be held liable for such approval. If Bruster's does not approve the site you select, you must select a different site within 180 days of Bruster's disapproval of the previous site, with Bruster's having 30 days to approve or disapprove of the second site selected. This process may continue indefinitely. If you fail to select a site for a Unit within any of the 180-day periods, Bruster's reserves the right to terminate the Franchise Agreement and retain the New Franchise Services Fee. (Section 4.10 of the Franchise Agreement)

2. Lease Negotiations. Bruster's will review the proposed lease for purposes of determining that its terms and conditions are sufficient to protect the interests of Bruster's. You will be solely responsible for negotiating the terms of the lease and performance under the lease. The term of the lease, including renewal options, must be for at least the initial term of the Franchise Agreement. (Section 4.9 of the Franchise Agreement)

3. Design and Construction. Bruster's will provide you with a prototype design package for a freestanding 34' x 54' unit which may be modified only upon our written approval. We will

recommend approved engineers and architects to work with you. You bear the cost of all services to customize each unit. Franchisor supplies Design/Build Package for details on the finishes of the build, as well as, construction manual and guidance throughout the project. Franchisee must submit for Franchisor's approval the designs of all architects and engineers, which Franchisee hires to design the Unit before commencing construction. (Section 6.1 of the Franchise Agreement) It is your responsibility to ensure that the Unit conforms with local ordinances and building codes and that you obtain the required permits.

4. Initial Training. All orientation and training of you and/or your management personnel before each Unit's opening shall be performed solely and exclusively by Bruster's. At least two people that will be working full time at the Unit (one of which must be the General Manager, and one of which may be the Franchisee) must complete such training. The actual training of your crew will be done by you. Training will be conducted before the opening of your Unit at our headquarters or at a location designated by Bruster's. The initial training session will be nine (9) days and will cover all phases of operations, including the making of ice cream and the overall philosophy of Bruster's. When the training is successfully completed, the general manager and the staff member shall each be qualified by Bruster's as "Ice Cream Maker". At a later date, each Ice Cream Maker will be certified by Bruster's as "Ice Cream Maker Trainer", at which time he/she is permitted to train Ice Cream Makers. Eight (8) to twenty-five (25) workers employed as "Ice Cream Scoopers" must attend and pass an initial training course at the store at which they will be employed. You must pay all expenses for yourself, the general manager and all of your other personnel during the initial training period. Bruster's will pay all expenses of our own personnel while conducting training at your Unit. You and your personnel will be trained by certified Bruster's Ice Cream Trainers, who perform and are familiar with daily tasks involved in operating a Unit. Also, for one day before and three days during the week of opening the Unit, Bruster's will provide supervisory and training personnel on site to assist you. Bruster's may require additional training after opening of any Unit. (Section 4.1 and Section 7 of the Franchise Agreement)

5. Accounting Forms. Bruster's will provide via the Franchisee Extranet, accounting and other administrative forms, which you can duplicate. (Section 4.8 of the Franchise Agreement)

6. Computer. Franchisee must acquire a computer system for the Unit, and used in conjunction with the POS system, at an approximate cost of $1000.00. In addition, you must have Internet and E-mail access at each store. You will be required to purchase a computer software package (QuickBooks or similar type accounting software) at a cost of approximately $300.00. (Section 4.8 of the Franchise Agreement) Additionally, a firewall program is required to protect consumers' information. Cybera is the current provider at a cost of $39.50 - $59.50/month.

7. Computer Systems. We have the right to determine the content and use of the Bruster's website, www.brusters.com, including all of its pages and links. You may not separately register or use any domain name or any portion of a domain name or other website or URL name associated with the Marks, or participate in any website that markets goods and services identical or similar to those offered by you unless it is approved in writing by us. Notwithstanding the foregoing, you are permitted to have individual local store social media accounts (e.g., Facebook, Instagram, Snapchat and/or Twitter) that markets your goods and services, provided however that if we determine, in our sole discretion, that such social media is an any way adversely affecting the Marks or the business reputation of us, or any of

the franchisees, we reserve the right to withdraw our permission. Your general conduct on the Internet or other electronic media, including your use of the Marks or any advertising is subject to the terms and conditions of the Franchise Agreement or any of the rules, requirements or policies that we may identify from time to time.

8. Time to Open. It takes approximately ten to fifteen months between the signing of the Franchise Agreement and the opening of your business, although it could be considerably less for an endcap unit, which has taken 2-3 months in some cases. This time period is affected by your ability to obtain the site, complete the purchase or negotiate a lease, obtain financing or building permits, comply with zoning and local ordinances, complete construction, as well as weather conditions, shortages or delayed installation of equipment, fixtures and signs. Even when you identify a date for your store opening, it may be delayed for days, weeks and in rare instances, months. Our experience shows that in spite of careful planning, many store openings are delayed because of factors beyond your control, and the ability to adjust to changing conditions is required.

B. Obligations During Operation.

1. Management Advice. Bruster's is available by telephone and email to provide advice as it deems appropriate during normal business hours, including consultation in the areas of marketing, menu planning and general business operations. (Section 4.4 of the Franchise Agreement)

2. System Advice. Bruster's will also, at your sole risk, and if requested by you, advise you as to Bruster's own operations, advertising, cost control and other ways of doing business, including but not limited to, profit and loss analysis, suggested gross margins, in-store signage, lighting, bookkeeping, daily cash reporting, sales tracking, personnel administration, employee interviewing and hiring techniques, ice cream and yogurt quality, product training, insurance, and supplies. (Section 4.5 of the Franchise Agreement)

3. Continuing Assistance. During the first four months of your operations, a Bruster's representative will visit your Unit as often as is determined by Bruster's to be reasonably necessary to review your operations. After the first four months, a Bruster's representative will visit your Unit periodically to review your operations to assist you in using the current operating system and marketing the brand. (Section 4.1 of the Franchise Agreement).

4. Special Programs. Bruster's will provide you with any special discounts and exclusive participation programs, which it negotiates with vendors for the benefit of all of its franchisees. (Section 4.7 of the Franchise Agreement)

5. Inspection. Bruster's will complete a detailed Quality Assurance Store Evaluation on your store once a year, if it is deemed necessary, in its sole discretion, to measure cleanliness and compliance with our agreement. Bruster's reserves the right to perform additional Quality Assurance Store Evaluations if, in its sole discretion, it determines that such Evaluations are appropriate. (Sections 8.3 and 8.7 of the Franchise Agreement)

6. Hours of Operation. Mandatory minimum hours of operation for Bruster's stores may change from time to time and will be so noted in the Operations Manual. They are currently 11:00 a.m. - 10:00 p.m. daily throughout the year.

7. Operations and Other Manuals. We will lend you a copy of our Operations Manual and various other training and store manuals, which contain mandatory and suggested specifications, standards and procedures. These manuals are confidential and remain our property. Bruster's may modify these manuals, but the modifications will not alter your status and rights under the Franchise Agreement. If you need new manual(s) at any time, you will be required to absorb the printing costs for the new manuals, which may be as high as $45 per manual.

The following is the Table of Contents of the 352-page Operations Manual:

A.	Mission Statements & Company History	2 pages
B.	Preparation Guide	46 pages
C.	Human Resources	13 pages
D.	Food & Labor Control	24 pages
E.	Drive Thru	18 pages
F.	Operations	27 pages
G.	Ordering System	7 pages
H.	Financial Reports	6 pages
I.	Inspections	16 pages
J.	Registers	24 pages
K.	Training	20 pages
L.	Marketing	19 pages
M.	Risk Management	21 pages
N.	Ice Cream Making	16 pages
O.	Preventive Maintenance	69 pages
P.	Cart Operating Procedures	15 pages
Q.	Electronic Gift Card Program	9 pages

8. Advertising. Bruster's advertising program is performed in-house, national/regional in scope, and could be conducted through a combination of print, broadcast, digital and social media and PR. You may use your own advertising material, with Bruster's prior written approval.

Upon opening a new Unit, you will be required to hold a Grand Opening event within a reasonable amount of time. Franchisee is required to spend between $7,000 and $10,000 on the promotion. Franchisee will receive guidance and support from the Corporate Marketing Team on strategy, media and collateral materials.

You are required to contribute to an advertising fund. All of Bruster's franchisees contribute a percentage of their net sales to this fund as listed in Item 6. Bruster's-owned and Bruce Reed-owned units, as well as units operated by the Bruce Reed Business Trust, also contribute 3% of net sales monthly to this fund. All franchisees are encouraged to spend an additional 3-5% of monthly sales on a local store marketing strategy, beyond the 3% advertising fund contribution. Any monies received by Bruster's from vendor rebate programs (other than Titusville Dairy) will be deposited to the Advertising Fund. Jim Sahene administers the fund. The fund may be audited and the financial

statements of the fund may be obtained by any franchisee for review upon written request to Bruster's. Financial marketing reports are issued to the system on a monthly basis. All checks written on the account are signed by a corporate representative. Bruster's produces a monthly report, which may be obtained on the Franchisee Extranet. Neither Bruster's nor its affiliates receive payment for providing goods or services to the advertising fund.

80% of the salary and payroll taxes for the position of Vice President of Marketing are currently paid by the Advertising Fund. 20% of the salary and payroll taxes and all of the office costs and expenses, including benefits related to this position are currently paid by Bruce Reed Business Trust. All of the payroll and related costs for a Director of Marketing and a Marketing Operations Manager/Production Designer are currently paid by the Advertising Fund. 90% of the payroll and related costs for a Creative Director/Designer are paid by the Advertising Fund; the other 10% of the payroll and related costs are paid by Bruce Reed Business Trust. 90% of payroll and related costs for a Marketing Coordinator are paid by the Advertising Fund; the other 10% of payroll and related costs are paid by Bruce Reed Business Trust.

Bruster's is not obligated to spend any amount from the fund to advertise in your Territory. The advertising fees that are collected but not spent in the same fiscal year will be used in the following year. Franchisees are not required to participate in any local or regional advertising cooperative unless deemed necessary by Bruster's. No advertising funds are used for solicitation of franchise buyers. However, printed material will explain how to get information about opening a Bruster's franchise. You will receive an accounting of how the fees are spent.

There is presently a Franchise Advisory Board composed of between seven and fifteen franchisees that advise Bruster's on, among other things, advertising policies. Bruster's selects the members from the franchisees that volunteer to be on the Board. There is a governing document made available to the Franchise Advisory Board that sets forth, among other things, the purpose, mission statement, representation guidelines, and responsibilities of the Franchise Advisory Board. They have no operational or decision-making power. Bruster's retains the right to dissolve the Board. For the year 2019, $2,223,893 in advertising funds were utilized. Specifically, these funds were used in the following amounts and percentages:

Expense	Amount	Percentage
Administration	$ 464,013.00	21%
Storefront Promotional Signage	$ 291,990.00	13%
Loyalty	$ 278,960.00	13%
Advertising/Social/Digital/PR/Research	$1,188,188.00	50 %

Any funds from the Advertising Fund that were not utilized are retained for the following year. Of the $2,223,893 used for advertising in 2019, $0 were used to solicit new franchise sales.

9. Equipment. You are required to purchase a NCR Silver (or the current model at the time you purchase your system) electronic cash register system. No other systems are approved for your store at this time. This system is required because of its payroll capabilities and its ability to auto-report sales. Neither Bruster's nor any affiliate or third party is obligated to provide maintenance, repairs,

upgrades or updates to the systems. Bruster's has independent access and the unlimited right to inspect your POS system data up to 3 years after close of the fiscal year in which they were generated. There are no contractual limitations on Bruster's right to access the information. (Section 10 of the Franchise Agreement) Bruster's is not obligated to assist you in obtaining the POS system.

The cost to purchase the NCR Silver equipment is between $2,000 and $,000 with a drive through component. Also one scanner and stand must be purchased for each POS terminal which cost $180.00 per terminal. Support and maintenance are included in this price. There is a monthly charge of $119.00 for the software needed for this system.

There is no obligation on you to upgrade or update the system during the term of the Franchise Agreement.

10. Training. Each Unit must be managed directly by a full-time person who shall be designated as the "General Manager" (who may be you) and who shall have management experience satisfactory to Bruster's. There is no time frame as to when the training must be completed after the signing of the Agreement, but it must be completed prior to opening your store. The training must be completed to Bruster's reasonable satisfaction. During the first four months of your operations, a Bruster's representative will visit your Unit as often as is determined by Bruster's to be reasonably necessary to review your operations. After the first four months, a Bruster's representative will visit your Unit periodically to review your operations and to assist you in using the current operating system and marketing the brand. You must pay all expenses for yourself, the General Manager and all of your other personnel during the initial training period. Bruster's will pay all expenses of our own personnel while conducting training at your unit. You and your personnel will be trained by certified Bruster's Ice Cream trainers who perform and are familiar with daily tasks involved in operating a Unit. Our training instructors are capable of performing, explaining, and implementing all aspects of the Operations Manual. In addition, at Bruster's option, your General Manager may be required to attend additional training as Bruster's may require at any time after the opening of the Unit. (Section 7.2 of the Franchise Agreement)

Ms. Maccaglia will be the primary franchisee trainer. Additionally, Marcie Chong, Sean Krings and Bob Turner may be involved with training franchisees. Ms. Maccaglia's experience includes having been involved with Bruster's since 2016; Ms. Chong since 2004; Mr. Krings since 2012; and Mr. Turner since 2018. See Item 2 for more detailed information regarding these trainers.

The training program is described below.

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Class Location	Instructional Materials
Orientation & Overview	3.5	0	Corporate Office	Training is supplemented with Operations Manual & Various handouts

Customer service, scooping, waffle cone production, ice cream cakes and pies, administrative paperwork, computer, and cash register.	0	10	In store	Training is supplemented with Operations Manual & Various handouts
Running store/ opening and closing procedures	0	12	In Store	Training is supplemented with Operations Manual & Various handouts
Ice Cream Making	0	24	In Store	Training is supplemented with Operations Manual & Various handouts
Classroom training – product preparation, report, QuickBooks, ice cream making, ordering	16	0	Corporate office	Training is supplemented with Operations Manual & Various handouts
Customer service	0	16	In Store	Training is supplemented with Operations Manual & Various handouts

Training classes are held 10 to 12 times per year at the corporate office in Bridgewater, Pennsylvania and typically occur each month.

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ITEM 12
TERRITORY

You are initially granted a development area in which to select a site for approval by Bruster's. That area may change in size due to someone having an area adjacent to you might pick a location prior to you picking yours. Once your site has been approved, your store location is your Territory. Subject to the following, Bruster's will not build another store nor allow anyone else to build a Bruster's store or grant a license to any existing food service establishment to sell Bruster's products within a certain area. This area is your exclusive territory. The maximum area for the exclusive territory in which Brusters will not build another store nor allow anyone else to build a Bruster's store, or grant a license to any existing food service establishment to sell Bruster's products would be a three-mile radius of your store location or a residential population density of 175,000 people, whichever is smaller. Bruster's reserves the right to build another store or allow someone else to build a Bruster's store within the exclusive territory in unusual circumstances, including certain urban areas, or when there is significant foot traffic, such as in stadiums, arenas, and airports.

You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Bruster's may offer fundraising coupons for sale through franchisees and such coupons may be sold within this radius.

You will operate from one location and must receive Bruster's written permission before relocating. Conditions under which Bruster's will approve the relocation of the Unit include: (1) you not being in breach of the Franchise Agreement; (2) Bruster's approving of the new location; and (3) assurance by you that the new location will be up to the standards required of new units being franchised by Bruster's under the then current form of Franchise Agreement.

While Bruster's will not build another store nor allow anyone else to build a Bruster's store, or grant a license to any existing food service establishment to sell Bruster's products in your exclusive territory, we reserve the right to sell Bruster's products to wholesale and retail food outlets via catering, as well as catalog, direct mail and internet sales, all of which may result in sales anywhere. If a sale is made within your exclusive territory, Bruster's does not pay any compensation for soliciting or accepting orders inside your exclusive territory. You cannot engage in catalog, direct mail or Internet sales to customers. Any catering done, via ice cream cart or otherwise must be approved in writing by the Franchisor.

Neither Bruster's nor any affiliate has any intention to operate a business under a different trademark that will sell similar goods or services to those of the franchisee.

There is no minimum sales quota.

By opening a Unit, you do not obtain any additional options, rights of first refusal or similar rights to acquire additional franchises. However, subject to Bruster's approval, you may be permitted to open another Unit.

ITEM 13
TRADEMARKS

Bruster's trademark and service mark is "Bruster's." This includes the design in the form shown below, as well as other marks as may be adopted by us occasionally (collectively, the "Trademarks").

The trademark and service mark "Bruster's" is registered with the U.S. Patent and Trademark Office. Bruster's has filed all required affidavits. The registration number and dates of registration are:

MARK: Bruster's
Reg. No. 1,792,820
Registered September 14, 1993
on Principal Register,
U.S. Patent and Trademark Office

The trademark and service mark "A Scoop Above The Rest" is registered with the U.S. Patent and Trademark Office. Bruster's has filed all required affidavits. The registration number and dates of registration are:

MARK: Scoop Above the Rest
Reg. No. 4,796,895
Registered August 18, 2015
On Principal Register,
U.S. Patent and Trademark Office

The Trademarks are also registered in Pennsylvania.

There is no presently effective determination of the U.S. Patent and Trademark Office or any court, any pending interference, opposition or cancellation proceeding or any material litigation involving the Trademarks which is relevant to their use. Additionally, there are no agreements currently in effect that significantly limit the rights of the franchisor to use or license the use of the principal trademarks that are material to the franchise.

There are no infringing uses actually known to Bruster's which could materially affect your use of the Trademarks.

Bruster's license to you to operate a Unit under its principal mark, "Bruster's", and utilize its mark "Scoop Above the Rest" ends upon the termination of the Franchise Agreement.

If someone sues you, challenging your right to use our Trademarks in your Territory, or in the event an unlicensed third party is using the Trademarks or a name confusingly similar to the Trademarks, you must immediately notify us of the claim. Bruster's may then take legal action to protect or enforce our rights in your Territory. Bruster's, with your cooperation, shall take such legal action as we deem appropriate in order to protect or enforce our rights. If deemed necessary by Bruster's, you will be required to either discontinue use of the Marks or use a new mark or marks chosen by Bruster's so as to avoid any claim of infringement. Such legal action shall be controlled and coordinated by trademark attorneys chosen by Bruster's. Bruster's shall pay for any legal action it undertakes. Any proceeds recovered as a result of such legal action shall be the sole property of Bruster's. Any actions taken to protect the Marks or the System shall be at the sole discretion and control of Bruster's, and Bruster's shall have the sole right to control any litigation or proceedings in connection with any such action.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, other than Bruster's Operations Manual and other manuals provided by Bruster's to you, for which copyrights are claimed. The Operations Manual is described in Item 11. Although Bruster's has not filed applications for a copyright registration for the Operations Manual and other manuals, it claims a copyright, and the information is proprietary. You are obligated to keep the information protected and secret. Item 11 describes limitations on the use of these manuals by you and your employees. You must also promptly tell us when you learn about unauthorized use of this proprietary information. Bruster's is not obligated to take any action but will respond to this information as we think appropriate.

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

Bruster's does not require that you personally manage the franchised business; however, you are required to oversee the operations of the store. It is our preference that you act as general manager of the Unit, however, you may designate a general manager who must complete Bruster's training program to our satisfaction. The general manager cannot have an interest or business relationship with any of Bruster's competition. The general manager need not have an ownership interest in the franchise. The general manager shall have responsibility for the day-to-day management and operation of the Unit, and devote his or her full time and attention and best efforts to the performance, management and operation of the business. Also, you and all of the managers must sign written agreements to maintain the confidentiality of trade secrets and not compete with Bruster's or its franchisees as required by Section 15 in the Franchise Agreement. Bruster's does require that the Franchisee or the general manager of Franchisee attend the periodic Bruster's convention unless they obtain written permission otherwise from Bruster's. A fee of $2000.00 will be charged to any franchisee who does not comply with the

requirement to attend or send the general manager to the periodic Bruster's convention. A fee of $200 will be charged to any franchisee who does not comply with the requirement to attend or send the general manager to the operations meeting.

If you are a corporation or partnership, the shareholders or partners owning the controlling ownership interest and their spouses shall sign a Guaranty Agreement, guarantying the full payment and performance of your obligations under the Franchise Agreement.

In addition, all of your personnel performing managerial, executive or supervisory functions, as well as all of your ice cream makers must sign a nondisclosure and noncompetition agreement. This agreement prohibits these individuals from utilizing any proprietary information during the term of employment and from then on and, during the term of employment and for a period of three (3) years after that, not competing with Bruster's or seeking to employ any person employed by Bruster's or any franchisee of Bruster's.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide your customers with all of the ice cream, yogurt, food products, beverages and services that Bruster's may specify from time to time as "required goods and services." You shall not provide goods or services to customers unless Bruster's has designated them in writing as the required goods and services or those that Bruster's may occasionally in writing designate as among "optional goods and services." Also, you may be limited in the products and/or services that may be offered by the terms of the lease of your Unit.

Bruster's has the right to add goods and services that you are required to offer. There are no limits on our rights to do so. Unless prohibited by law, you are required to accept Bruster's gift cards and coupons from corporate or other franchisees. You are also required to sell Bruster's gift cards.

Bruster's may occasionally test alternative methods of preparing ice cream, yogurt, food or beverages, new products, new beverages, or different services at our units or elsewhere, without requiring or permitting such method of preparation in your unit.

You may apply to Bruster's for permission to add your own food for which no standards and specifications exist to the list of optional foods and services being offered by Bruster's. We may, at our option and on such conditions as we deem advisable, grant or deny such request.

You are not limited in the customers to whom you may sell ice cream, yogurt, food products, beverages or services, except that you must confine your operation to the Premises of the Unit and you must not sell to any customer on a wholesale basis without written permission from Bruster's, or by catalog sales, the Internet or direct mail. Bruster's can give or withhold permission at its sole discretion.

You may not install or operate vending machines, newspaper racks, jukeboxes, gum or candy machines, games, pinball machines, video games, rides or other mechanical or electronic entertainment or vending devices in your Unit or on the Premises.

You are also prohibited from selling any item not approved by Bruster's on the property surrounding your Unit.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

NOTE: EXHIBIT E OF THIS DOCUMENT CONTAINS AN ADDENDUM TO ITEM 17

This table lists 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 or other agreement	Summary
a. Length of the franchise term	3.1	10 years
b. Renewal or extension of the term	3.2	Two 10-year options if you are in good standing, or unless either party gives 180-days-notice
c. Requirements for franchisee to renew or extend	3.3	Enter into the then-current form of Franchise Agreement that may differ materially from the original Franchise Agreement; must be willing to refurbish unit and be in good standing; must sign release.
d. Termination by franchisee	16.4	Must give Bruster's written notice of our material breach. If breach is uncorrected after 60 days (or more time, if necessary, to cure), you may terminate.
e. Termination by franchisor without cause	Not applicable	Bruster's is not permitted to terminate the Agreement without cause.
f. Termination by franchisor with cause	16	Immediate termination if you default under the Agreement.
g. "Cause" defined - curable defaults	16.2	Material breaches of the Franchise Agreement; termination or expiration of your Lease; past due in obligations to suppliers; failing to comply with reporting requirements.

Provision	Section in Franchise Agreement or Other Agreement	Summary
h. "Cause" defined - non-curable defaults	16.1	Failing to pay a fee after 10-days-notice; failing to provide customers all of the required goods and services; filing for bankruptcy (this provision may not be enforceable under Federal bankruptcy law 11 U.S.C. §101 et seq.); abandoning the Unit for at least 5days; failing to comply with law; continuing to not comply with Agreement; seizure of your property; convicted of or pleading no contest to a felony by any officer, director or shareholder; violating any noncompetition or confidentiality provision; intentionally underreporting Net Sales; default under terms of your lease; material misrepresentation in the negotiation and execution of the Agreement; engaging in conduct that adversely affects Bruster's; using the Marks or system other than as specified in the Agreement.
i. Franchisee's obligations on termination/non-renewal	17	Cease operations; bring all accounts with Bruster's, landlord and suppliers current; Deidentify the Unit; Discontinue use of all Bruster's systems and materials bearing the Marks; Must sign release.
j. Assignment of contract by franchisor	Not applicable	Not applicable
k. "Transfer" by franchisee - defined	14	Includes transfer of contract or ownership Change
l. Franchisor approval of transfer by franchisee	14.1	We will not unreasonably withhold or delay consent but specific conditions must be met (see "m" below)
m. Conditions for franchisor approval of transfer	14.1	Unit is or was operating; you are not in default; execution of mutual general releases; New franchisee meets requirements; transfer fee paid; Franchise Agreement and any other documents requested by Bruster's are signed; training completed; transferee agrees to refurbish Unit; transferee not a competitor of Bruster's.

Provision	Section in Franchise Agreement or Other Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	14.2	Bruster's can match any offer for your franchise and may substitute cash for any form of payment.
o. Franchisor's option to purchase franchisee's business	17.6	Upon termination or expiration, Bruster's shall have the option to purchase all or any part of your business.
p. Death or disability of franchisee	14.3 and 20.2	Bruster's must approve the transferee, who must comply with all transfer requirements
q. Non-competition covenants during the term of the franchise	13.4 and 15.1	Restricts franchisee and any partner, owner, shareholder or employee from directly or indirectly competing with Bruster's.
r. Non-competition covenants after the franchise is terminated or expires	15.2	For 3 years, neither Bruster's nor any partner, Shareholder, other owner, general manager nor Ice Cream Maker shall operate a similar business and may not divert employees or business, or transfer possession of the Premises to a competitor.
s. Modification of the agreement	20.12	Except for the Operations Manual and To Do List, which are subject to change, modifications are enforceable only if there is written instrument signed by the party against whom enforcement is sought.
t. Integration/merger clause	20.12	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	19.1	Mediation in Beaver County, Pennsylvania
v. Choice of forum	19.1	If dispute not resolved by mediation or arbitration, or, if both parties do not agree, in the United States District Court for the Western District of Pennsylvania or the Court of Common Pleas of Beaver County, Pennsylvania.
w. Choice of law	20.5	Pennsylvania law applies

ITEM 18
PUBLIC FIGURES

Bruster's does not use any public figure to promote its franchise.

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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.

This store performance chart provides historical Average Unit Volume for all of our franchise stores and company-owned stores that were open at least 358 days each year for the 2017, 2018 and 2019 calendar years. These figures are not forecasts of any prospective franchisee's future financial performance, nor should they be construed as such.

Calendar Year 2017, 2018 & 2019 Average Unit Volume of Franchise & Company-Owned Ice Cream Stores Operating A Minimum of 358 Days Each Calendar Year

AVG UNIT VOLUME	Number of Stores out of	% of total stores	**2019**
AUV TOP-RANGE	48/176	27.27%	$685,494
AUV MID-RANGE	49/176	27.84%	$432,766
AUV BOTTOM-RANGE	49/176	27.84%	$290,590
Overall AUV	146/176	82.95%	$468,138

AVG UNIT VOLUME	Number of Stores out of	% of total stores	**2018**
AUV TOP-RANGE	46/183	25.14%	$629,760
AUV MID-RANGE	47/183	25.68%	$409,895
AUV BOTTOM-RANGE	47/183	25.68%	$272,491
Overall AUV	140/183	76.50%	$436,007

AVG UNIT VOLUME	Number of Stores out of	% of total stores	**2017**
AUV TOP-RANGE	49/183	26.78%	$605,768
AUV MID-RANGE	50/183	27.32%	$401,750
AUV BOTTOM-RANGE	50/183	27.32%	$266,247
Overall AUV	149/183	81.42%	$423,373

Other than the chart above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised Units. 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 Unit, however, we may provide you with the actual records of that Unit. 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 James Sahene at 730 Mulberry Street, Bridgewater, PA 15009 or (724)774-4250, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE FRANCHISE SUMMARY
FOR YEARS 2017 through 2019

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2017	176	179	+3
	2018	179	179	+0
	2019	179	175	-5
Company-Owned	2017	2	2	0
	2018	2	2	0
	2019	2	1	-1
Total Outlets	2017	178	181	+3
	2018	181	181	0
	2019	181	176	-5

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (other than the Franchisor) FOR YEARS 2017 through 2019

STATE	YEAR	NUMBER OF TRANSFERS
CALIFORNIA	2017	0
	2018	0
	2019	2
FLORIDA	2017	0
	2018	0
	2019	0
GEORGIA	2017	5
	2018	1
	2019	3
MARYLAND	2017	1
	2018	0
	2019	0
NORTH CAROLINA	2017	0
	2018	1
	2019	0
PENNSYLVANIA	2017	0
	2018	2
	2019	2
SOUTH CAROLINA	2017	1
	2018	4
	2019	0
VIRGINIA	2017	1
	2018	0
	2019	3
TOTALS	2017	8
	2018	8
	2019	10

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2017 through 2019

STATE	YEAR	OUTLETS AT START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REAQUIRED BY FRANCHISOR	CEASED OPERATIONS OR OTHERWISE LEFT THE SYSTEM	OUTLETS AT END OF THE YEAR
ALABAMA	2017	10	0	0	0	0	0	10
	2018	10	0	0	0	0	0	10
	2019	10	0	0	0	0	1	9
ARIZONA	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	1	1
	2019	1	0	0	0	0	0	1
CALIFORNIA	2017	3	3	0	0	0	0	6
	2018	6	1	0	0	0	0	7
	2019	7	0	0	0	0	1	6
DELAWARE	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	1	2
FLORIDA	2017	16	0	0	0	0	0	16
	2018	16	0	0	0	0	0	16
	2019	16	1	0	0	0	0	17
GEORGIA	2017	58	0	0	0	0	0	58
	2018	58	0	0	0	0	3	55
	2019	55	1	0	0	0	4	52
INDIANA	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
KENTUCKY	2017	4	0	0	0	0	1	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
MARYLAND	2017	6	0	0	0	0	0	6
	2018	6	1	0	0	0	0	7
	2019	7	0	0	0	0	0	7

Massachusetts	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
NEW HAMPSHIRE	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
NEW JERSEY	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
NEW YORK	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
NORTH CAROLINA	2017	9	0	0	0	0	0	9
	2018	9	0	0	0	0	0	9
	2019	9	0	0	0	0	0	9
OHIO	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
PENNSYLVANIA	2017	23	2	0	0	0	1	24
	2018	24	0	0	0	0	1	23
	2019	23	0	0	0	0	1	22
SOUTH CAROLINA	2017	15	0	0	0	0	1	14
	2018	14	0	0	0	0	0	14
	2019	14	0	0	0	0	0	14
TENNESSEE	2017	6	0	0	0	0	0	6
	2018	6	1	0	0	0	0	7
	2019	7	0	0	0	0	1	6
TEXAS	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	1	0	0	0	0	4
UTAH	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
VIRGINIA	2017	13	0	0	0	0	0	13
	2018	13	0	0	0	0	0	13

	2019	13	0	0	0	0	0	13
TOTALS	2017	176	6	0	0	0	3	179
	2018	179	5	0	0	0	5	179
	2019	179	5	0	0	0	9	175

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2017 through 2019

STATE	YEAR	OUTLETS AT START OF THE YEAR	OUTLETS OPENED	OUTLETS REAQUIRED FROM FRANCHISOR	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
PENNSYLVANIA	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
	2019	2	0	0	1	0	1
TOTALS	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
	2019	2	0	0	1	0	1

TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2019

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
ALABAMA	2	0	0
ARIZONA	4	1	0

CALIFORNIA	11	3	0
DELAWARE	1	1	0
FLORIDA	6	0	0
GEORGIA	1	0	0
MARYLAND	3	2	0
NEVADA	5	1	0
NORTH CAROLINA	1	0	0
OHIO	4	1	
PENNSYLVANIA	2	1	0
SOUTH CAROLINA	1	1	0
TENNESSEE	4	0	0
TEXAS	1	1	0
UTAH	1	0	0
VIRGINIA	1	1	0
INTERNATIONAL	2	2	0
TOTALS	50	15	0

A list of all of the Franchise Agreements signed and which the Unit has not opened are as follows:

Alabama
Sonia Pruett, Valerie Harris & Charles Rickard - Huntsville, AL
Lance Latham – Opelika, AL

Arizona
Daniel Tarkoff – Phoenix, AZ (4)

California
Wayne Cook - Southern CA
Larry Johnson – Los Angeles, CA
Hardik Shah – Downey, CA
Jan March & Kyle Hicks – Fremont, CA

Julius Lite – Hollywood, CA
Jeffrey & Marcus Yee – San Francisco, CA (5)
Kevin Trinh & Kentaro Matsumura – El Segundo, CA

Delaware
Derrick Kirkland – Wilmington, DE

Florida
Bhupendra Patel – N. Lakeland, FL
Richard Sturgis – Ocala, FL
Jay Negrin – Ft Lauderdale, FL (3)
Jim & Cat Kotson – Tampa, FL

Georgia
Vik Angia – Buckhead, Atlanta, GA

Maryland
Jesse Griffin –Beltsville, MD
Jim & Jenni Hasemann – Colesville, MD
Phil Sardelis – Bowie, MD

North Carolina
John Dolan – Charlotte, NC

Nevada
David Soumas – Las Vegas, NV (5)

Ohio
Robert Eck – Columbus, OH (4)

Pennsylvania
Jerome Myron & Steve Pulaski – Shadyside/Oakland, PA
Chad McWreath – Squirrel Hill, PA

South Carolina
Warren Parker – Columbia, SC

Tennessee
Amanda Gencay – Nashville, TN (4)

Texas
Larry Lakind – Houston, TX

Utah
Damon & Michelle Wood – Sandy & Provo,UT

Virginia
Joel & Leanne Smart – Leesburg, VA

The names, addresses and telephone numbers of our franchisees are listed in Exhibit G. Additionally, one licensee, Candy Gerace, is listed there. She is the sister of Bruster's Founder, Bruce Reed and has operated a Bruster's under a license agreement since 1992 in Calcutta, Ohio.

The names, last known addresses and telephone numbers of every franchisee who has had a franchise terminated, canceled, or not renewed by us in fiscal year ending December 31, 2018, or who otherwise voluntarily or involuntarily ceased to do business under their franchise agreement in such year, or who have not communicated with us within 10 weeks before the date of this Disclosure Document, are listed in Exhibit G.

Franchisees have been signing confidentiality clauses in the Franchise Agreement during the past three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Bruster's. You may wish to speak with current and former franchisees but be aware that not all of those franchisees will be able to communicate with you.

ITEM 21
FINANCIAL STATEMENTS

A copy of Bruster's audited financial statements audited by an independent certified accountant, licensed by the Pennsylvania Board of Accountancy, using United States generally accepted auditing standards and presented in accordance with United State generally accepted accounting principles dated as of December 31, 2019, December 31, 2018, December 31, 2017 and December 31, 2016 are attached as Exhibit D.

ITEM 22
CONTRACTS

A copy of Franchise Agreement is attached as Exhibit C. A copy of the general release for renewal is attached as Exhibit 3 to the Franchise Agreement, a copy of the general release for transfer of the Franchise Agreement is attached as Exhibit 6 to the Franchise Agreement, and a copy of the general release for termination is attached as Exhibit 7 to the Franchise Agreement.

ITEM 23
RECEIPTS

Attached as Exhibit J are two documents acknowledging receipt of this Disclosure Document by the prospective Franchisee. Please sign and date the Receipt and return it to Bruster's.

EXHIBIT A
STATE ADMINISTRATORS/AGENT FOR SERVICE OF PROCESS

Attached is a list of states where franchise registration is required, along with the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws.

California California Dept. of Business Oversight Los Angeles: 320 W. 4th Street, Suite 750 Los Angeles, CA 90013 1-866-275-2677	**Connecticut** Office of the Banking Commissioner Securities and Business Investments Division 44 Capitol Street Hartford, CT 06106 203-566-4560
Sacramento: 1115 Eleventh Street. Sacramento, CA 95814 (916) 445-7205	**Florida** Division of Consumer Services Attn: Business Opportunities Florida Department of Agriculture and Consumer Affairs Mayo Building Tallahassee, FL 32399-0800 904-922-2770
San Diego: 1350 Front Street San Diego, CA 92101 (619) 252-4044	**Georgia** Office of the Governor Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level - East Tower Atlanta, GA 30334 404-656-4731
San Francisco: 1390 Market Street San Francisco, CA 94102 (415) 557-3787	**Hawaii** Securities Examiner 1010 Richards Street Honolulu, Hawaii 96813 (808) 586-2722
Illinois Franchise Division Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**Indiana** Indiana Securities Commissioner Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681

Iowa Securities Division Lucas State Office Building Des Moines, IA 50319 515-281-4441	**Kentucky** Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-1875
Louisiana Department of Justice Consumer Protection Office P.O. Box 94095 Baton Rouge, LA 70804-9095 504-925-4405	**Maine** Securities Division State House - Station 121 Augusta, ME 04333 207-582-8760
Maryland Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	**Michigan** Franchise Administrator Consumer Protection Division Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 373-7177
Minnesota Franchise Examiner Minnesota Department of Commerce 85 7th Place East Suite 500 St. Paul, Minnesota 55101 (651) 296-4026	**Nebraska** Department of Banking and Finance Securities Bureau P.O. Box 95006 Lincoln, NE 68509-5006 402-471-2171
New Hampshire Office of the Attorney General Consumer Protection and Antitrust Bureau 25 Capitol Street State House Annex Concord, NH 03301 603-271-3641	**New York** Bureau of Investor Protection and Securities New York State Department of Law 23rd Floor 120 Broadway New York, New York 10271 (212) 416-8211
Oklahoma Oklahoma Department of Securities The Journal Record Building 621 N. Robinson Street Suite 400 Oklahoma City, OK 73102	**Oregon** Division of Finance and Corporate Securities Section* 21 Labor and Industries Building Salem, OR 97310 (503) 378-4387

405-235-0230	*Only if service of process cannot otherwise be made on franchisor.

Rhode Island Division of Securities Antitrust and Franchise Unit Suite 232 233 Richmond Street Providence, Rhode Island 02903 (401) 277-3048	**South Carolina** Secretary of State Capitol Complex Brown Building, Room 510 1205 Pendleton Street, Columbia, SC 29210 803-734-1089
South Dakota Franchise Administrator Division of Securities 118 West Capital Pierre, South Dakota 57501 (605) 773-4013	**Texas** Statutory Document Section Secretary of State P.O. Box 12587 Austin, Texas 78711 (512) 475-1769
Utah Consumer Protection Division 160 East 300 South P.O. Box 48504 Salt Lake City, UT 84145-0804 801-530-6601	**Virginia** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street 1st Floor Richmond, Virginia 23219 (804) 371-9051
Washington Administrator P.O. Box 9033 Department of Financial Institutions Olympia, Washington 98507-9033 (206) 753-6928	**Wisconsin** Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-8559

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

In non-registering states, Bruster's agent for service of process is:

Bruster's, a Limited Partnership
c/o Bruster's Ice Cream, Inc.
730 Mulberry Street
Bridgewater, PA 15009
Attn: James M. Sahene, CEO

California Commissioner of Business Oversight CA Department of Business Oversight 320 W. 4th Street, Suite 750 Los Angeles, CA 90013	**Connecticut** Office of the Banking Commissioner Securities and Business Investments Division 44 Capitol Street Hartford, CT 06106
Delaware The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19899	**Florida** Division of Consumer Services Attn: Business Opportunities Department of Agriculture and Consumer Affairs Mayo Building Tallahassee, FL 32399-0800
Georgia Office of the Governor Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level - East Tower Atlanta, GA 30334	**Hawaii** Director of Department of Commerce and Consumer Affairs Business Registration Division 1010 Richards Street, Second Floor Honolulu, HI 96813
Illinois Christina M. Sanderson, Ass. Attorney General Franchise Division 500 South Second Street Springfield, IL 62706	**Indiana** Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
Iowa Insurance Commissioner of Iowa Securities Division Lucas State Office Building Des Moines, IA 50319	**Kentucky** Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-1875

Louisiana Attorney General of Louisiana Consumer Protection Office P.O. Box 94095 Baton Rouge, LA 70804-9095	**Maine** Securities Administrator Maine Securities Division State House - Station 121 Augusta, ME 04333
Maryland Maryland Securities Commissioner 200 Saint Paul Place Baltimore, Maryland 21202-2020	**Michigan** Michigan Department of Commerce Corporations and Securities Bureau Attn: Franchise 525 West Ottawa, 670 Law Building Lansing, MI 48913
Minnesota Commissioner of Commerce 85 7th Place East Suite 500 St. Paul, Minnesota 55101	**Nebraska** Department of Banking and Finance Securities Bureau P. O. Box 95006 Lincoln, NE 68509-5006
New Hampshire Office of the Attorney General Consumer Protection and Antitrust Bureau 25 Capitol Street State House Annex Concord, NH 03301	**New York** Secretary of State of the State of New York 41 State Street Albany, New York 11231
North Dakota Franchise Examiner Office of Securities Commissioner Fifth Floor East Boulevard Bismarck, North Dakota 58505	**Oklahoma** Oklahoma Department of Securities The Journal Record Building 621 N. Robinson Street Suite 400 Oklahoma City, OK 73102
Oregon Division of Finance and Corporate Securities Section 21 Labor and Industries Building Salem, OR 97310	**Rhode Island** Director of Business Regulation Securities Division, Franchise Section 233 Richmond St., Suite 232 Providence, Rhode Island 02903-4232
South Carolina Secretary of State Capitol Complex, Brown Building 1205 Pendleton Street, Room 510 Columbia, SC 29210	**South Dakota** South Dakota Division of Securities Department of Commerce & Regulation 118 W. Capitol Avenue Pierre, SD 57501-2017

Texas Secretary of State Business Opportunity Section P.O. Box 12887 Austin, TX 78711	**Utah** Consumer Protection Division 160 East 300 South P.O. Box 48504 Salt Lake City, UT 84145-0804
Virginia Clerk of State Corporation Commission 1300 East Main Street 1st Floor Richmond, Virginia 23219	**Washington** State of Washington Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033
Wisconsin Commissioner of Securities Wisconsin Securities Commission P.O. Box 1765 Madison, Wisconsin 53701	

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EXHIBIT C

FRANCHISE AGREEMENT

BRUSTER'S

FRANCHISE AGREEMENT - CALIFORNIA

March 23, 2020

TABLE OF CONTENTS

1. DEFINITIONS 1

1.1 Design Package 1
1.2 General Manager 2
1.3 Marks 2
1.4 Net Sales 2
1.5 Premises 2
1.6 System 2
1.7 Territory 2
1.8 Unit 2

2. GRANT OF FRANCHISE AND EXCLUSIVE TERRITORY 3

2.1 Grant of Franchise 3
2.2 Exclusive Territory 3

3. TERM AND RENEWAL 3

3.1 Term 3
3.2 Renewal of License 3
3.3 Conditions to Renewal 4

4. FRANCHISOR'S OBLIGATIONS 4

4.1 Initial Training 4
4.2 To Do List 4
4.3 Operations Manual 5
4.4 Management Advice 5
4.5 System Advice 5
4.6 Design Package 5
4.7 Special Programs 6
4.8 Computer, Accounting & Cash Register System and Other Administrative Forms 6
4.9 Lease 6
4.10 Site Selection 7

5. FRANCHISE FEES AND OTHER FEES 7

5.1 New Franchise Services 7
5.2 Royalty Fee 7
5.3 Advertising Fee 7
5.4 Late Payment 9
5.5 Additional Fees 9
5.6 Non-Refundable 9
5.7 Financing 9

6. CONSTRUCTION OF THE UNIT; MAINTENANCE AND REPAIR 9

6.1 Design 10

6.2 Commencement of Construction 10
6.3 Signs 10
6.4 Franchisee's Responsibilities 11
6.5 Prompt Payment 11
6.6 Remodeling; Alteration 12
6.7 Maintenance and Repair 12

7. TRAINING 12

7.1 Initial Training 12
7.2 Training After Opening of Unit 13

8. OPERATION OF THE UNIT 13

8.1 Franchisee's Performance 13
8.2 Hours of Operation 13
8.3 Cleanliness 14
8.4 Ice Cream and Yogurt Preparation 14
8.5 Compliance with Lease 14
8.6 Discharge of Debts and Compliance with the Laws 14
8.7 Inspections; Photographs 14
8.8 Franchisee's Goods and Services 15
8.9 Additional Goods and Services 15
8.10 Opening 16
8.11 Identification of Units 16
8.12 Use of Unit 16
8.13 Vending Machines 16
8.14 Management of Unit 17
8.15 Personal Participation 17
8.16 Standards of Service; Reputation 17
8.17 Use of Marks 18
8.18 Local Advertising 18
8.19 Refurbishing 19
8.20 No Sales Off Premises 19
8.21 Purchase of Flavorings, Butterfat Mix, Supplies and Equipment 19
8.22 Communication to Franchise Stores 19

9. REPRESENTATIONS AND WARRANTIES OF FRANCHISEE 20

9.1 Accurate Information 20
9.2 No Representations Omitted From Agreement 20
9.3 Full Power and Authority 20

10. REPORTS TO THE FRANCHISOR 21

10.1 Maintenance of Books and Records 21
10.2 Retention of Records 21
10.3 Inspection of Books and Records 21

10.4 Reporting....21

11. INSURANCE....22

11.1 Maintenance of Insurance....22
11.2 Manner of Insurance Coverage....22
11.3 Evidence of Compliance....24

12. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION....24

12.1 Independent Contractors....24
12.2 Indemnification....25

13. PROTECTION OF TRADEMARKS AND SYSTEM....25

13.1 Ownership of Trademarks and System....25
13.2 Notice of Infringements and Claims....25
13.3 Confidentiality....26

14. TRANSFER OF THE FRANCHISE AND RIGHT OF FIRST REFUSAL....26

14.1 Transfer of the Franchise....26
14.2 Franchisor's Right of First Refusal....28
14.3 Transfer on the Death of Franchisee....29

15. COVENANTS NOT TO COMPETE....29

15.1 Covenant Not to Compete During Term....29
15.2 Covenant Not to Compete Following Termination....30
15.3 Covenant Not to Divert Business or Employ Employees....30
15.4 Modification of Covenants Not to Compete....31
15.5 Survival of Covenants....31

16. TERMINATION....32

16.1 Immediate Termination by Franchisor....32
16.2 Other Termination by Franchisor....33
16.3 Cross Default....34
16.4 Franchisee's Right to Terminate....34
16.5 Conditions to Termination....34

17. OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION....34

17.1 Cease Operations....34
17.2 Duty to Bring Account Current....35
17.3 Use of Identifying Material....35
17.4 Cancellation of Fictitious Name Statements....35
17.5 Notification of Identity....35
17.6 Option to Purchase Assets....36
17.7 Option to Assume Lease....36
17.8 Transfer of Telephone Numbers.....36

17.9 Right of Entry 37

18. REMEDIES GENERALLY 37

18.1 Equitable Relief 37
18.2 Grant of Security Interest 38
18.3 Rights Cumulative 38
18.4 No Additional Obligations 38
18.5 Survival of Provisions 38

19. DISPUTE RESOLUTION 39

19.1 Venue, Jurisdiction and Attorney's Fees 39

20. MISCELLANEOUS 39

20.1 Notices 39
20.2 Heirs, Successors and Assigns 40
20.3 Waivers 40
20.4 Time Limitation for Actions 40
20.5 Severability 40
20.6 Governing Law 41
20.7 Counterparts 41
20.8 Time of the Essence 41
20.9 Corporate Authority 41
20.10 Joint and Several Liability 41
20.11 Guaranty 41
20.12 Entire Agreement 41
20.13 Incorporation by Reference 42

21. DISCLAIMER 43

Exhibit 1 Marks

Exhibit 2 Territory

Exhibit 3 Mutual General Release (Renewal)

Exhibit 4 Addendum to Lease Agreement

Exhibit 5 List of Principals

Exhibit6 Mutual General Release (Transfer)

Exhibit 7 Mutual General Release (Termination)

Exhibit 8 Development Agreement

Exhibit 9 Unconditional Personal Guaranty of Corporate Obligations and Covenant Not to Compete

Exhibit 10 California Rider

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between BRUSTER'S, a Pennsylvania limited partnership (hereinafter referred to as "Franchisor"), and _____, a _____ (hereinafter referred to as "Franchisee").

WHEREAS, Franchisor has developed the System (as defined below) for the operation of ice cream shoppes specializing in the sale of ice cream and yogurt prepared in accordance with Franchisor's strict specifications; and

WHEREAS, the System includes an extensive orientation and training program, performance and operations standards, a Design Package (as defined below), computerized cash register/order placement and other policies and procedures designed to enable such shoppes to compete in the market; and

WHEREAS, Franchisor has expended considerable time, effort and money to acquire experience and knowledge with respect to the business of buying, selling and merchandising ice cream and yogurt in a distinctive manner and to develop the System; and

WHEREAS, Franchisor has obtained proprietary rights to the Marks (as defined below); and

WHEREAS, Franchisee desires to obtain the right to operate a shoppe, to use of the Marks and to enjoy the benefits of the System in connection therewith, and Franchisor is willing to grant such rights on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Design Package

The term "Design Package" shall mean the set of plans, designs and construction instructions prepared by Franchisor from time to time with respect to a typical free-standing unit.

1.2 General Manager.

The Term ”General Manager” shall mean either the Franchisee or the person designated by Franchisee as being responsible for the direct day-to-day operation of the Unit (as defined below).

1.3 Marks.

The term ”Marks” shall mean the trademark and service mark “Bruster’s” per se and in the forms set forth on Exhibit 1 attached hereto and any other forms or derivations thereof, which may be adopted and used by Franchisor from time to time and any other mark registered by Bruster’s.

1.4 Net Sales.

The term “Net Sales” shall mean the total dollar amount of all moneys received from products prepared and services performed at, from or about the Premises, and from all other businesses whatsoever conducted at, from or about the Premises, or off the Premises, upon being permitted pursuant to Section 8.9 hereof, whether such revenues are evidenced by cash, credit, checks, gift certificates, food stamps, services, property or other means of exchange, and whether such sales are of ice cream, yogurt, food products, beverages, services, or other products of any nature whatsoever. The definition of Net Sales as contained in the preceding sentence is not intended to mean and does not imply that any such products or services are approved for sale at the Premises. Net Sales shall include but not be limited to any transactions and related amounts rung up on Franchisee’s cash register system, sales to employees to the extent they are paid for by such employees, and any sales reported to any government agency for sales tax purposes. Net Sales shall not include sales tax charges required by law, which are actually collected from Franchisee’s customers as separate items. Cash refunded and credit given to customers and receivables uncollectible from customers shall be deducted in computing Net Sales to the extent that such shall be deemed received by Franchisee at the time the products or services from which they derive are delivered or rendered, or at the time the relevant sale takes place, whichever occurs first, without regard to when payment therefore is made.

1.5 Premises.

The term “Premises” shall mean the location approved by Franchisor where the Unit shall be located.

1.6 System.

The term “System” shall mean the unique business format developed, owned and used by Franchisor.

1.7 Territory.

The term “Territory” shall have the meaning set forth in Section 2.2 hereof.

1.8 Unit.

The term "Unit" shall mean an ice cream shoppe, which is owned and operated by Franchisee under the terms of this Agreement, which shall be located within the Area, as designated on Exhibit 2.

2. GRANT OF FRANCHISE AND EXCLUSIVE TERRITORY

2.1 Grant of Franchise.

Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, a license to use the System and Marks in compliance with the terms and conditions set forth in this Agreement. This license is granted solely for the operation of the Unit and shall not extend to the use of the System or Marks outside of the Territory. This license does not permit Franchisee to engage in Internet, catalog or direct mail sales. Any catering done by Franchisee must be approved in advance in writing by Franchisor.

2.2 No Exclusive Territory.

Franchisee hereby acknowledges that there is no Exclusive Territory except for Franchisee's Unit location. Geographically, Bruster's will not build another Unit or allow anyone else to build a Bruster's Unit, or grant a license to any existing food service establishment to sell Bruster's products, within a certain designated area. The area would be a three-mile radius of your store location or a residential population density of 175,000 people, whichever is smaller. However, if Franchisee's Unit is located in an urban environment or in a location that has significant foot traffic, including in stadiums, arenas, and airports, Bruster's retains the right to determine that there is no protected radius surrounding the Unit. Bruster's may offer fundraising coupons for sale through Franchisees and such coupons may be sold through other Franchisees within this radius.

Franchisee will operate from one location and must receive Bruster's written permission before relocating. Conditions under which Bruster's will approve the relocation of the Unit include: (1) Franchisee not being in breach of the Franchise Agreement; (2) Bruster's approving of the new location; and (3) assurance by Franchisee that the new location will be up to the standards required of new units being franchised by Bruster's under the then current form of Franchise Agreement.

3. TERM AND RENEWAL

3.1 Term.

The license granted pursuant to this Agreement shall be for a term of ten (10) years, commencing upon the date of the execution of this Agreement, unless sooner terminated or extended as herein provided.

3.2 Renewal of License.

The license to use the System and the Marks may be renewed for two additional periods of ten (10) years upon compliance with the terms and conditions set forth in Section 3.3 hereof, unless

either Franchisor or Franchisee shall give written notice to the other not less than one hundred eighty (180) days prior to the scheduled expiration of the then current term of such party's desire not to renew this Agreement.

3.3 Conditions to Renewal.

As a condition to renewal, Franchisee shall be required to enter into Franchisor's then current form of Franchise Agreement which may contain provisions which differ materially from this Agreement, including but not limited to a higher royalty fee and/or advertising fee. In addition, Franchisor shall have the right to require as a condition of renewal that Franchisee remodel, redecorate, re-sign, refixture, and/or otherwise refurbish the Unit, including the grounds, to the extent and in the manner specified by Franchisor to bring it up to the standards required of new units being franchised by Franchisor under the then current form of Franchise Agreement. Franchisor agrees to notify Franchisee of such requirements and the time within which they are to be accomplished at the time Franchisor provides Franchisee with a copy of the Franchise Agreement to be used for the renewal term. No initial franchise fee will be charged upon renewal. As a further condition to renewal, Franchisee shall not be in breach of any provision of this Agreement. Additionally, as a condition to renewal, Franchisor and Franchisee shall execute mutual general releases, in a form substantially similar to that attached as Exhibit 3, wherein Franchisee releases Franchisor of any and all claims Franchisee has or may have against Franchisor and its affiliates, officers, directors, employees and agents and Franchisor releases Franchisee of any and all claims Franchisor has or may have against Franchisee, its affiliates, officers, directors, employees and agents. Failure by Franchisee to sign such agreement and releases within thirty (30) days after delivery thereof to Franchisee shall be deemed an election by Franchisee not to renew this Agreement and the franchise rights granted pursuant to a renewal under this Agreement.

4. FRANCHISOR'S OBLIGATIONS

4.1 Initial Training.

Franchisor shall provide at its expense an initial training program to Franchisee in accordance with Section 7 of this Agreement, and shall make available such other training programs and refresher courses as Franchisor deems appropriate in its sole discretion. A representative of Franchisor will come to the Unit one (1) day immediately prior to the opening and three (3) days during the week of the opening to provide supervisory assistance and additional training in connection with the opening of the Unit. During the first four (4) months of operation, a representative of Franchisor will visit the Unit as often as determined by Franchisor to be reasonably necessary to continue the training process and provide support services. After the first four (4) months, Franchisor's representative will periodically review Franchisee's operations, inspect and evaluate Franchisee's performance, and provide support services.

4.2 To Do List.

Franchisor will provide a To Do List to Franchisee upon the purchase or lease of the Premises, which has been approved by Franchisor for the location of a Unit. Franchisee will strictly

comply with procedures outlined in the To Do List. Franchisor may from time to time change, delete from, and/or add to the content of the To Do List and deliver notice of such modifications to Franchisee.

4.3 Operations Manual.

Franchisor shall lend to Franchisee one copy of Franchisor's Operations Manual for the effective term of the license granted hereby. Franchisee shall strictly comply with standards and procedures outlined in the Operations Manual, including the confidentiality provisions contained therein. Franchisor may from time to time change, delete from, and/or add to the content of the Operations Manual and deliver notice of such modifications to Franchisee. Franchisee shall operate the Unit in strict compliance with the Operations Manual. Franchisee shall conduct its business from the Unit in strict compliance with the Operations Manual and with all standards, procedures and policies that Franchisor may from time to time establish, as though all were specifically set forth in this Agreement, including, but not limited to standards of cleanliness, employee uniforms, decor, operations, quality and preparation of ice cream and yogurt, financial information, business management, hours of operation, required equipment and accounting procedures. Franchisee shall keep Franchisee's copy of the Operations Manual current, and the master copy maintained by the Company at its principal office and published on the Extranet shall be controlling in the event of a dispute relative to the contents of the Operations Manual.

Franchisor shall also lend to Franchisee one copy of all training and store manuals, which may be in use at Bruster's stores from time to time. These manuals will relate to ice cream making, ice cream cake and pie making, preventive maintenance of equipment, risk management and various other topics.

Should Franchisee at any time during the course of this Agreement, require new Operations or other manuals, Franchisee will be responsible for the cost of the new manual(s), at a cost of up to $45.00 per manual.

4.4 Management Advice.

Franchisor shall maintain a continuing advisory relationship with Franchisee, including periodic consultation in the areas of marketing, menu planning and general business operations, as Franchisor deems appropriate in its sole discretion.

4.5 System Advice.

Franchisor shall, upon Franchisee's request and at Franchisee's sole risk, provide advice to Franchisee as Franchisor deems appropriate in its sole discretion as to Franchisor's own operations, advertising, cost control and other ways of doing business, including but not limited to profit and loss analysis, suggested gross margins, in-store signage, lighting, bookkeeping, daily cash reporting, sales tracking, ice cream and yogurt quality and product training. Franchisor provides this advice with the assistance of an Advisory Board.

4.6 Design Package.

Franchisor shall provide to Franchisee at no additional charge the Prototype Design Package for free-standing Master Units which shall consist of a rendering of a typical free-standing unit designed to operate under the Marks and using the System, including graphics, interior and exterior layout, equipment and fixtures. The Design Package establishes a uniform appearance on all Units for the mutual benefit of Franchisee and other franchisees. Franchisee shall then be responsible to obtain and pay all costs in connection with a customized package of design specifically applicable to the Unit, local and state codes and permitting. Franchisee shall provide complete drawings, plan and specifications to Franchisor at Franchisee's expense through Franchisee's chosen architect. Franchisee's complete drawings, plan and specifications will become the proprietary property of Bruster's, A Limited Partnership. However, if Franchisee's Unit is an Endcap Unit, Franchisor will provide a conceptual design based on space dimensions. Franchisee will also receive a Design/Build Packet for details and finishes in accordance with our brand standards. Franchisee must hire architects and engineers to design the Unit to conform to the uniform appearance required by Franchisor. Architectural and engineering plans must first be approved by Franchisor to insure that the design meets Franchisor's criteria.

4.7 Special Programs.

Franchisor shall provide to Franchisee any special discount and exclusive participation programs negotiated with vendors by Franchisor for all franchisees. If vendors (other than Titusville Dairy) offer rebate programs, the monies received as rebates may be deposited into the Advertising Fund.

4.8 Computer, Accounting & Cash Register System and Other Administrative Forms.

Franchisor shall, at its expense, develop and provide Franchisee with accounting and other administrative forms via the Franchisee Extranet, which Franchisee can then duplicate. Franchisee is required to have a computer in the Unit, which is connected to the Internet and has an E-mail address, which Franchisee will make available to Franchisor. Franchisee is required to purchase the current version of QuickBooks ® computer accounting software or similar program at an approximate cost of $300.00. Franchisor shall make available to Franchisee cash register software, which is customized and is the standard cash register software for use in Bruster's Ice Cream units, and which must be used by Franchisee. Franchisee shall be responsible to ensure that Franchisee's computer system and cash register system are at all times compatible with Bruster's cash register and computer systems. Franchisor may from time to time require Franchisee to upgrade computer system and/or cash register system.

4.9 Lease.

Franchisor will review the proposed lease for purposes of determining that its terms and conditions are sufficient to protect the interests of the Franchisor. The term of the lease, including renewal options, must be for at least the initial term of this Agreement. The lease shall include a provision substantially in the form attached hereto as Exhibit 4. In the event that Franchisor agrees in its sole discretion to lease the Premises and then sublease the Premises to Franchisee, Franchisee acknowledges that it shall continue to be primarily responsible for fully complying with all

obligations under such lease existing between Franchisor and the landlord, including the payment of rent and all other costs and expenses incident thereto.

4.10 Site Selection.

Franchisee must select a site for the Unit within one hundred eighty (180) days of the date of execution of this Agreement. Franchisor may provide Franchisee with a real estate broker reasonably knowledgeable about the geographic area in which Franchisee desires to locate the Unit. Once Franchisee selects a location of the proposed site, Franchisee must submit a form acceptable to Franchisor and provide all requested information regarding the proposed site. Franchisor shall have thirty (30) days from receipt of all of the required information to either accept the proposed site or reject the proposed site. Franchisor's recommendation to accept the proposed site is not a mandate to Franchisee nor is it a representation or guarantee of the commercial value or success of the proposed site. Accordingly, under no circumstance shall Franchisor be held liable for such recommendation. Franchisor's rejection of the proposed site is a mandate that the Franchisee cannot utilize such site as the site for its Unit.

5. FRANCHISE FEES AND OTHER FEES

5.1 New Franchise Services.

Franchisor agrees to provide Franchisee a package of New Franchise Services that include (1) assisting with site selection, (2) assisting with the selection of an engineer for construction, (3) reviewing/approving engineers' drawings, (4) assisting with contractor selection, (5) assisting with business plan/financing, (6) managing projects, (7) employee training, and (8) assistance with new store opening. In consideration for these services, Franchisee agrees to pay to Franchisor a nonrefundable New Franchise Services fee of Thirty-Five Thousand Dollars ($35,000.00), which is payable upon the signing of this Agreement. United States Military Veterans receive a 50% discount on the New Franchise Services Fee. Also, Franchisees who sign a second Franchise Agreement, receive a 50% discount on the New Franchise Services fee for all subsequent units.

5.2 Royalty Fee.

Franchisee shall pay to Franchisor, without offset and regardless of any dispute or controversy, a weekly royalty fee in an amount equal to five percent (5%) of Franchisee's Net Sales for each week of operation. Royalty fees for each week shall be due and payable on or before the third day of the succeeding week. At Franchisor's option, royalties may be collected through electronic funds transfer. Royalties are paid to Franchisor for use of the brand and the current operating system.

5.3 Advertising Fee.

Recognizing the value of uniform advertising to the goodwill and public image of Bruster's stores, Franchisor has instituted, maintains and administers an advertising fund for such advertising or public relations programs as Franchisor, in its sole discretion, may deem necessary or appropriate to advertise or promote Bruster's stores. Franchisor shall direct all such programs, with sole discretion over the creative concepts, materials, endorsements and media used therein, and the placement and allocation thereof. Franchisor shall have the right to determine, in its sole discretion, the composition of all geographic territories and market areas for the development and implementation of such programs.

Franchisee shall pay to Franchisor, without offset and regardless of any dispute or controversy, an advertising fee in an amount equal to three percent (3%) of Franchisee's Net Sales for each month of operation, which shall be due and payable on or before the tenth day of the succeeding month. At Franchisor's option, advertising fees may be collected through electronic funds transfer.

Franchisee agrees that the Advertising Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national, regional or local advertising materials, programs and public relations activities, including, without limitation, the costs of preparing and conducting print, broadcast, outdoor, digital and social media and other media programs and activities, the costs of employing advertising agencies to assist therewith, the cost of providing promotional brochures and advertising materials to Bruster's stores and to regional and local advertising cooperatives of Bruster's stores, and the cost of organizing and providing facilities for national and regional franchisee marketing conferences.

Franchisee understands and acknowledges that the Advertising Fund is intended to maximize general recognition and patronage of the Marks and Bruster's stores for the benefit of all Bruster's stores and that Franchisor undertakes no obligation in developing, implementing or administering advertising or public relations programs to ensure that expenditures which are proportionate or equivalent to Franchisee's contributions are made for the market area of the store or that any Bruster's store benefits directly pro rata from the placement of advertising.

The Advertising Fund shall be accounted for separately from the other monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable salaries, administrative costs and overhead as Franchisor may incur in activities reasonably related to the administration or direction of the Advertising Fund and its programs (including, without limitation, conducting market research, preparing advertising materials and collecting and accounting for contributions to the Advertising Fund). The Advertising Fund and its earnings shall not otherwise inure to the benefit of Franchisor. Franchisor shall maintain a separate bookkeeping account for the Advertising Fund, and a report of the operations of the Advertising Fund shall be prepared monthly by Franchisor and shall be available on the Franchisee Extranet. All checks drawn from the fund require the signature of a corporate representative.

Except as expressly provided in this Section 5.3, Franchisor assumes no direct or indirect liability or obligation to Franchisee or to the Advertising Fund with respect to the maintenance, direction, or administration of the Advertising Fund, including without limitation, any failure by any franchisees of Franchisor to make any contributions to the Fund.

5.4 Late Payment.

Any royalty fees or other payments due hereunder which are not received by Franchisor on or before the third day of the week in which they are due, time being of the essence, shall bear interest at a rate equal to the lower of (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law in the state in which the Unit is located. Any advertising fees that are not received by Franchisor on or before the tenth day of the month in which they are due, time being of the essence, shall bear interest at a rate equal to the lower of (i) one and one half percent (1.5%) per month; or (ii) the highest rate allowed by law in the state in which the Unit is located. Acceptance by Franchisor of any such late payment (and interest thereon) shall not be deemed a waiver of any rights reserved to Franchisor under any other section of this Agreement.

5.5 Additional Fees.

Franchisee, or the general manager, is required to attend periodic Bruster's conventions. Failure to comply with this requirement will result in a Convention Fee of $2,000.00 due to Franchisor by the date of said convention. Failure by Franchisee or the general manager to attend scheduled operations meetings will result in an Operations Meeting Fee of $200.00, due within seven (7) days after completion of said meeting. At Franchisor's option, the Convention Fee and Operations Meeting Fee may be collected through electronic funds transfer.

Failure to forward required paperwork to Franchisor as required by the Operations Manual will result in administrative fees as follows: If monthly paperwork is not received by fifth (5^{th}) of any month, Franchisee will be assessed a fee of $100.00 per week until the data is received by Franchisor; if weekly sales data is not received by the first (1^{st}) day of the following week, Franchisee will be assessed a fee of $100.00 per week until the data is received by Franchisor. At Franchisor's option, the administrative fees may be collected through electronic funds transfer.

Franchisee may be required, from time to time, to provide a reasonable amount of ice cream, yogurt and frozen desserts at 50% of the retail price to Bruster's corporate representatives for use in promoting the Marks. It may or may not be used to promote the Marks in Franchisee's specific Territory.

5.6 Non-Refundable.

Except as expressly set forth in this Agreement, no fees, charges, payments or other sums paid by Franchisee to Franchisor are refundable.

5.7 Financing

Franchisor reserves the right to require that Franchisee invest up to 25% of the cost of the Unit and the entire Bruster's project in cash or other liquid equity in order to insure that Franchisee will have reasonable equity and financial commitment to the franchised business.

6. CONSTRUCTION OF THE UNIT; MAINTENANCE AND REPAIR

6.1 Design.

The Prototype Design Package to be provided by Franchisor to Franchisee pursuant to Section 4.6 hereof shall include an interior floor layout, a rendering of the exterior appearance, graphics and fixtures for a free-standing Unit. The Design Package will represent an example of a free-standing Unit to operate under the Marks and using the System and will not be drawn specifically for the Premises. The Prototype Design Package may be modified only to the extent necessary to comply with ordinances, building codes, permit requirements, and lease or deed requirements and restrictions. Any architectural and engineering services required to conform the Prototype Design Package to the Premises must be obtained at Franchisee's expense. All such modifications to the Prototype Design Package must be approved in writing by Franchisor prior to commencing the construction of the Unit. Franchisor does not supply Prototype Design Packages for Endcap Units, however; Franchisor will provide a conceptual drawing based on space dimensions that can be used by Franchisee to design and develop plans with an architect of their choice. Franchisee must submit for Franchisor's approval the designs of all architects and engineers that Franchisee hires to design the Unit before commencing construction. Franchisor shall not be liable for any claims of loss or damage or expenses arising from the design or plan of the Unit by reason of the submission of plans to it, approval or changes thereto, or otherwise.

6.2 Commencement of Construction.

Franchisee shall effect leasehold improvements and shall install such fixtures and equipment at the Premises as are required in accordance with Franchisor's requirements. Franchisee must purchase all signs, trade fixtures and equipment, interior decoration items, inventory and all other items specified by Franchisor as necessary for the preparation of the Premises prior to the opening of the Unit.

6.3 Signs.

Franchisor will supply to Franchisee point-of-sale signage on an ongoing basis to advertise standard products, special products, hours of operation, etc. Any additional signs to be used in connection with the Unit, both exterior and interior, shall conform to Franchisor's sign criteria set forth in the Operations Manual (as described in Section 4.3 hereof) as to type, color, size, design and location. All signs displayed in or around the Premises must either be provided by Franchisor or approved in writing by Franchisor prior to installation or display. Franchisor may from time to time require Franchisee to change interior and exterior signs; provided, however, that Franchisee shall not be required by Franchisor to change signs at its own expense more than once during any three (3) year period. Franchisee shall be provided at opening with a standard set of point-of-sale signs. Franchisee shall be required to post in a primary service window of Franchisee's Bruster's shoppe, a sign explaining how to receive Bruster's franchising information. Signs will be provided by Franchisor at no cost to Franchisee.

Franchisee is required to erect a temporary sign on the Bruster's site after possession of the Premises is acquired. This sign shall state "Bruster's Real Ice Cream Coming Soon," and may be purchased from any vendor.

6.4 Franchisee's Responsibilities.

(a) Franchisee shall be solely responsible for the implementation of the (a) construction and installation of all fixtures and equipment of the Unit and all fixtures and equipment outside of the Unit, but on the Premises, including benches, and (b) landscaping and other matters affecting the grounds surrounding the Unit. Franchisee shall be responsible for obtaining all zoning classifications and clearances, which may be required by state or local laws, ordinances or regulations. Franchisee shall obtain all permits and certifications required for the lawful construction, improvement and operation of the Unit and shall certify in writing to Franchisor that all such permits and certifications have been obtained. Franchisee shall employ an architect acceptable to Franchisor, to prepare, for Franchisor's review and approval, final plans and specifications for construction or improvements based upon the Design Package. Once approved by Franchisor, such plans shall not thereafter be changed or modified without the prior written consent of Franchisor. Franchisee shall employ a qualified, licensed general contractor or other qualified professional who is acceptable to Franchisor to construct the Unit and to complete all improvements. Franchisee shall provide to Franchisor such periodic progress reports as Franchisor may require, in the form specified by it, and signed by Franchisee and its general contractor. Franchisee agrees that Franchisor and its agents shall have the right to inspect the Premises at all reasonable times for the purpose of ascertaining that all work complies with the final plans approved by Franchisor.

(b) Franchisee shall complete all construction and improvements (including all exterior and interior carpentry; electrical, painting and finishing work; and installation of all furnishings, fixtures, equipment, and signs) and open the Unit for business within one year of the date of execution of the Franchise Agreement. If Franchisee fails to open any Unit timely as described in this Paragraph 6.4(b), Franchisor may, at its sole option, terminate this Franchise Agreement. In the event of such termination, the respective Franchise Fees shall not be refundable.

(c) Franchisee shall notify Franchisor of the date of completion of construction or improvements, and within a reasonable time thereafter, Franchisor shall conduct a final inspection of the Unit and Premises. Franchisee shall not open the Unit for business without the express written authorization of Franchisor, and Franchisor's authorization to open may be conditioned upon Franchisee's strict compliance with the approved final plans and with the standards of the System. Franchisee shall send opening staff to the Unit within ten (10) days after receipt of Franchisor's written authorization to open. The parties agree that time is of the essence in the construction and opening of the Unit.

(d) Franchisor assumes no responsibility for the work of any independent contractor, including without limitation, any architect, engineer, general contractor or other professional, employed by Franchisee. Franchisee acknowledges that Franchisor is not responsible in any way for delays or losses occurring during the design, construction or other preparation of the Premises, whether caused by the condition of the Premises, the design, engineering, construction, equipping, decorating or stocking of the Unit, or for any other reason.

6.5 Prompt Payment.

Franchisee shall pay promptly all of the architects, engineers, contractors, suppliers and others employed, retained or hired by Franchisee in the design, construction, fixturing, decorating, improving and supplying of the Premises, except to the extent of any amount with respect to which there is a bona fide dispute. In the event of such bona fide dispute, Franchisee agrees to pay undisputed amounts in full and to use its best efforts to resolve the dispute promptly and in an equitable manner.

6.6 Remodeling; Alteration.

In the event that the Premises are at any time to be altered or remodeled, or additional decorations, fixtures or equipment are to be installed or substituted, or signs are to be erected or equipment to be installed or substituted, all such work shall be subject to prior written approval of Franchisor and when completed shall conform to plans and specifications approved by Franchisor. Franchisor may, in its sole discretion, inspect such work at any time to determine that the work is being done or has been completed in accordance with the plans approved by Franchisor.

6.7 Maintenance and Repair.

Franchisee shall maintain decor, furnishings, fixtures and all other tangible property in the Unit in excellent condition and repair. Franchisee shall at all times maintain the Premises, including the interior and exterior of the Unit and surrounding areas used in connection with such business, in the highest degree of cleanliness, orderliness and sanitation. This includes the parking lot at the store, which must be sealed and striped once a year. Maintenance and repair of the Unit shall be the sole responsibility of Franchisee and Franchisee shall promptly make all necessary repairs to the Unit within three (3) days of the occurrence of any event necessitating such repairs if no outside assistance is needed to make repairs. If such outside assistance is required, Franchisee must make arrangements to have all necessary repairs made as soon as possible, but in no event later than fourteen (14) days after the occurrence. Franchisee shall at all times insure that the Unit is operated in strict compliance with all applicable health and sanitation laws.

Landscaping is a valuable part of Bruster's "curb appeal" and Franchisor reserves the right, in its sole discretion, to require Franchisee to spend up to $3000.00 annually to refurbish and maintain the landscaping and grounds surrounding Franchisee's Unit. Franchisee is not permitted to locate carts, kiosks or any other furnishings or fixtures on the Premises without Franchisor's prior written consent, which shall be granted at Franchisor's sole option.

7. TRAINING

7.1 Initial Training.

All training of Franchisee and/or its personnel prior to the opening of the Unit shall be performed by Franchisor or representatives of Franchisor (trainers listed in Disclosure Document). Two people that will be working full time at the Unit (one of which may be a Franchisee) shall attend

and complete to Franchisor's satisfaction an initial nine (9) day training program. Upon completion of such program, the trained staff members shall each be qualified by Franchisor as an "Ice Cream Maker." Eight (8) to twenty-five (25) other members of Franchisee's staff shall also attend and complete to Franchisor's satisfaction training in the store in which they will be employed. This training will be supplied by Franchisee's trained managers, or at Franchisor's option, by Franchisor. These trained managers and/or Franchisee will be present and working during the opening of Franchisee's store. At Franchisor's option, any other General Manager subsequently employed by Franchisee shall attend and complete to Franchisor's satisfaction the initial training program for General Managers. The General Manager and other employees of Franchisee shall also attend such refresher courses, seminars and other training programs as Franchisor may require from time to time. All training programs shall be at such times and places as may be designated by Franchisor. Franchisee shall be responsible for any and all other expenses incurred by its employees in connection with any training program, including, without limitation, the cost of training non-management employees, and retraining (refresher courses), transportation, lodging, meals and wages of all employees, management and non-management.

7.2 Training After Opening of Unit.

At all times after the opening of the Unit, the General Manager shall be responsible for training all other employees of Franchisee; provided, however, that the General Manager shall not train any person in the making of ice cream until the General Manager has been certified by Franchisor as an "Ice Cream Maker Instructor." Franchisee shall maintain a competent, conscientious, trained staff that renders competent, prompt, courteous and knowledgeable service to customers of the Unit, which staff shall include the General Manager and at least two other employees who have been trained to make ice cream. No member of Franchisee's staff shall be allowed to train others to make ice cream unless he or she has first been certified by Franchisor as an "Ice Cream Maker Instructor."

8. OPERATION OF THE UNIT

8.1 Franchisee's Performance.

Franchisee acknowledges that the maintenance of the goodwill associated with the Marks requires that Franchisee consistently and strictly adhere to the standards set forth in the Operations Manual and in this Agreement to provide uniform, high quality ice cream and yogurt products to the public. Franchisee acknowledges and agrees that the standards set forth in the Operations Manual may be changed from time to time by Franchisor, at Franchisor's sole option, and that if and when such standards are changed they may make Franchisee's performance more difficult and may require Franchisee to make additional capital investment.

8.2 Hours of Operation.

Hours of operation and days when Franchisee is required to be open for business may change from time to time and will be specified in the Operations Manual. Current minimum mandatory hours of store operation are 11:00 a.m. to 10:00 p.m. daily throughout the year. Franchisee agrees to comply strictly with such requirements.

8.3 Cleanliness.

The Unit and all of its furniture, fixtures and equipment shall be maintained in a clean, sanitary and operating condition. Franchisee shall maintain each department and area of the Unit in a neat, clean and sanitary condition and, upon Franchisee's failure to do so, Franchisor may cause such department or area of the Unit to be cleaned at the expense of Franchisee and, if necessary, close the Unit while such cleaning is being accomplished. If the Unit is closed, it shall then remain closed until such time as an inspection by Bruster's personnel is completed and Franchisee is deemed by Bruster's to be in compliance. Alternatively, Franchisor may terminate this Agreement for Franchisee's failure to correct immediately any defective condition identified after inspection, written report, and reasonable notice.

8.4 Ice Cream and Yogurt Preparation.

Franchisee shall observe and strictly maintain the standards of quality for ice cream, yogurt and other food products specified in the Operations Manual and shall promptly dispose of any ice cream, yogurt or other food products which fail to meet such standards or which in the judgment of Franchisee or Franchisor fail to meet such standards. Franchisor shall have the right to immediately remove or demand that Franchisee immediately remove any ice cream, yogurt product or food product, which does not meet Franchisor's specifications and destroy that product so that it cannot be used by Franchisee. The cost of such non-conforming product shall be borne by Franchisee. Franchisee will strictly comply with any state regulations requiring ice cream to be tested regularly for bacteria. All ice cream and yogurt products made by Franchisee shall be made only at the Unit and at no other location unless otherwise approved by Franchisor in writing.

8.5 Compliance with Lease.

If Franchisee leases the Premises, Franchisee shall fully comply with all of the provisions of its lease, as well as the provisions of any prime lease between Franchisor and the landlord.

8.6 Discharge of Debts and Compliance with the Laws.

Franchisee shall timely pay and discharge in full when due all its debts, liabilities and obligations of any kind whatsoever. In the event of any dispute with any supplier or other creditor, Franchisee agrees in good faith to attempt to resolve the dispute promptly and to withhold payment only on any amount actually in dispute. Franchisee shall conduct its business in full compliance with all applicable laws, ordinances and other governmental regulations, including but not limited to national, state and local health, sanitation, building code and tax statutes and regulations and shall advise Franchisor in writing within five (5) days of being cited for violation of any law, statute, ordinance, regulation or code. In addition, Franchisee shall obtain and keep in force all required state and/or local licenses and permits.

8.7 Inspections; Photographs.

Franchisor and its agents and representatives shall have the right, with or without prior notice, to enter the Unit, or upon the Premises where the Unit is located, at any reasonable time for the purpose of examining the Unit, conferring with Franchisee and inspecting and checking ice cream, yogurt, food items, furnishings, fixtures and operating methods to ensure that the integrity of the Marks and the System are being maintained. All such inspections, examinations and conferences shall be at the sole cost and expense of Franchisor. Provisions relating to inspections set forth in Operations Manual, which may change from time to time, are hereby incorporated in this Section. In addition, Franchisor shall have the right to photograph the Unit, its operations and exterior and interior, and the goods sold by the Unit and to use any photograph for any lawful purpose without compensation to Franchisee. Franchisor shall also have the right to visit and tour Franchisee's store with potential franchisees with or without advance notice of the visit. Neither Franchisee nor Franchisee's General Manager need to be present in the store for such inspections to take place.

8.8 Franchisee's Goods and Services.

Franchisee shall provide its customers with the ice cream and yogurt products and services that Franchisor may, from time to time, specify as "required goods and services". Franchisee shall not provide its customers, or allow in the Unit or anywhere on the Premises, any ice cream and yogurt product or other product or service except for those that Franchisor may, from time to time, designate in writing as required goods and services or optional goods and services. Unless prohibited by law, Franchisee shall accept all coupons and gift cards presented by customers, whether issued by the corporate office or other franchisees, unless Franchisee has reason to believe that such coupon or gift certificate is not legitimate, at Franchisee's discretion. Should Franchisee desire to be reimbursed for coupons and/or gift certificates issued by other franchisees, Franchisee may return such coupons and/or gift certificates to the issuing store for reimbursement, with the exception of "Free Cone" coupons, which are issued by every store and the corporate office. "Free Cone" coupons must be accepted by all stores, but may not be returned for reimbursement regardless of their store of origin.

Franchisees shall participate in an electronic gift card program, which shall be administered by a vendor who is approved by Franchisor at Franchisor's sole discretion, and which may change from time to time. The vendor shall manage the gift card accounting process. Each Bruster's Franchisee shall be responsible for any unredeemed gift cards that were sold at its location(s) and shall maintain sufficient funds to cover such liability. The Franchisor is in no way responsible for such liability. There are very specific escheat tax laws that pertain to each state and all applicable laws are to be followed by Bruster's Franchisees.

8.9 Additional Goods and Services.

Franchisee may from time to time apply to Franchisor for permission to add to the list of optional goods and services for an ice cream, yogurt or other food product, beverage or service not then being offered by Franchisor and for which Franchisor does not then have standards and specifications. Franchisor may, on such conditions as it deems advisable and in its sole discretion,

grant or deny such request. Franchisor, in its sole discretion, may revoke such permission at any time. In the event such permission is revoked, Franchisor shall bear no liability to Franchisee for any expense or damage incurred by Franchisee pursuant to the initial grant of such permission.

Franchisee may, from time to time, apply to Franchisor for permission to sell Bruster's ice cream, yogurt, or other food products off the Premises. Franchisor may, on such conditions as it deems advisable and in its sole discretion, grant or deny such request. Franchisor, in its sole discretion, may revoke such permission at any time. In the event such permission is revoked, Franchisor shall bear no liability to Franchisee for any expense or damage incurred by Franchisee pursuant to the initial grant of such permission. Should Franchisee choose not to participate in outside events in their area, either a one-time event or ongoing venues, Franchisor may at its sole discretion allow another Franchisee to participate in such outside events.

8.10 Opening.

The Franchisee shall commence operations at the Unit on or before the first anniversary of the date of this Agreement. If Franchisee fails to commence operations on or before such date and has failed to select a site for the Unit within the past one hundred eighty (180) days, Franchisor shall have the right in its sole discretion to terminate this Agreement. Prior to opening the Unit to the public, Franchisee shall have procured all necessary licenses, permits and approvals, hired and trained personnel, and made all leasehold improvements in accordance with this Agreement.

Franchisee shall hold a Grand Opening event within a reasonable amount of time following the opening of a new store. The Bruster's Marketing Team will provide Franchisee guidance and support for development of Grand Opening strategy, media and materials. Franchisee is required to invest between $7,000 and $10,000 on the Grand Opening event, based on the market, the outbound marketing strategy, and the media cost. Franchisee may spend more at their prerogative.

8.11 Identification of Units.

Franchisee shall identify the Unit and the Premises only by the Marks and will operate the Unit in accordance with the System at all times during the full term of this Agreement. Franchisee shall not change, modify or alter the Marks or the System in any way.

8.12 Use of Unit.

Franchisee shall refrain from engaging in conflicts of interest or any other form of activity within or outside of the Premises that would be detrimental to or interfere with the successful operation of the Unit. Franchisee shall refrain from developing and offering for sale to other Franchisees products and/or services relating to the operation of a Bruster's store. Franchisor shall supply Franchisee free of charge with brochures offering franchise opportunities with Bruster's and Franchisee shall keep in stock and distribute such brochures to customers upon request.

8.13 Vending Machines

No vending machines, newspaper racks, jukeboxes, gum or candy machines, games, pinball machines, video games, rides or other mechanical or electronic entertainment or vending devices shall be installed or operated on the Premises.

8.14 Management of Unit.

The Unit shall at all times be under the direct, day-to-day, full-time supervision of Franchisee or General Manager ("Unit Supervisor"). The Unit Supervisor shall (a) have management experience which satisfies the criteria of Franchisor; (b) be approved by Franchisor; (c) have satisfactorily completed Franchisor's training (and, if required, retraining) program; and (d) must have no interest or business relationship with any other ice cream or yogurt business. Bruster's shall conduct an initial assessment of franchisee's proposed Unit Supervisor as part of the franchising process included in the New Franchise Services fee. To the extent additional assessments may be required, each subsequent assessment will be conducted by Franchisor and Franchisor will bill Franchisee for its cost in conducting each such subsequent assessment. Franchisee shall hire and train or cause to be trained, in accordance with this Agreement, a sufficient number of personnel as are necessary to adequately handle the volume of business of the Unit and to provide courteous and capable assistance to Franchisee's customers. Franchisee shall use its best efforts to ensure that Franchisee's personnel maintain standards of appearance, cleanliness and demeanor, which will enhance the reputation and image of the Unit. All of the employees at the Unit shall be trained and supervised such that they maintain a uniform, clean, neat and orderly appearance and adhere to Franchisor's standards, including those relating to courtesy in dealing with customers and at all times upholding a high public image of Bruster's. If during a visit to a Franchisee's store, Franchisor observes employees who are not in proper uniform, Franchisor will give the employee(s) a uniform and will subsequently bill Franchisee for the cost of such uniform(s).

Additionally, Franchisees are required to purchase a commercial music program to provide suitable music that plays inside and outside of the Unit during all hours the Unit is open, which provider shall be listed in the Operations Manual, and which may change from time to time.

8.15 Personal Participation.

Franchisee is not obligated to participate personally in the direct operation of the Franchise; however, Franchisee shall remain active in overseeing the operations of the store conducted under the supervision of a general manager. Franchisee or the general manager of Franchisee is required to attend the periodic Bruster's convention and the operations meetings unless he or she has received written permission otherwise from Franchisor.

8.16 Standards of Service; Reputation

Franchisee shall at all times give prompt, courteous and efficient service to its customers. The Unit shall, in all dealings with its customers, suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee acknowledges the importance to the System and to the Marks of Franchisee's maintaining a reputation of good moral character and, for that reason, Franchisee agrees not to engage in conduct which is offensive to decency, morality, or social proprieties and which, in the reasonable determination of Franchisor, is

likely to have an adverse effect upon the System. Franchisee further agrees not to become involved in any situation which degrades Franchisee in society or subjects either Franchisee, Franchisor, or the System to public disrepute, contempt or scandal in a manner which, in the sole determination of Franchisor, is likely to have an adverse effect upon the System.

8.17 Use of Marks.

Franchisee must submit to Franchisor all advertising, publicity, signs, decorations, furnishings, equipment, labels or other matter employing in any way whatsoever the word "Bruster's" or any of the Marks to Franchisor for its approval prior to publication. Franchisee shall not manufacture, create or sell or cause to be manufactured, created or sold any item or goods on which the Marks appear except as approved by Franchisor. Franchisee shall not use the word "Bruster's" or any derivation or similar name in the name of any corporation or partnership, privately or publicly held, owned or formed by Franchisee, whether to own and operate the franchised business, or otherwise, or in connection with any other business, entity or other activity in which Franchisee may now or in the future have any interest, direct or indirect. Franchisee shall not use the name of Franchisor on any vehicles, letterheads or other business forms of Franchisee unless in a form approved by Franchisor and accompanied by a statement of the franchise relationship.

Franchisor's license to you to operate a Unit under its principal mark, "Bruster's", and utilize its other marks ends upon the termination of the Franchise Agreement.

Franchisor has the right to determine the content and use of the Bruster's website, www.brusters.com, including all of its pages and links. Franchisee may not separately register or use any domain name or any portion of a domain name or other website or URL name associated with the Marks, or participate in any website that markets goods and services identical or similar to those offered by Franchisee unless it is approved in writing by us. Notwithstanding the foregoing, Franchisee is permitted to have a Facebook page and/or a Twitter or other social media account that markets the goods and services of Franchisee, provided however that if Franchisor determines in its sole discretion that such social media is in any way adversely affecting the Marks or the business reputation of Franchisor or any franchisee, Franchisor reserves the right to withdraw its permission. Franchisee's general conduct on the Internet or other electronic media, including Franchisee's use of the Marks or any advertising is subject to the terms and conditions of the Franchise Agreement or any of the rules, requirements or policies that Franchisor may identify from time to time.

Additionally, Franchisees are required to purchase a firewall program to protect consumers' information, which provider shall be listed in the Operations Manual, and which may change from time to time.

8.18 Local Advertising.

All local advertising and promotional materials shall be submitted to Franchisor for Franchisor's review and approval prior to use.

8.19 Refurbishing.

At the request of Franchisor, but not more often that once every five (5) years, Franchisee shall refurbish the Unit at the expense of Franchisee, to conform to the design, trade dress, color schemes and presentation of Marks consistent with the then-current public image of the System, redecoration and modification to existing improvements. Franchisee shall be required to seal and restripe the parking lot at least annually and to update the landscaping and grounds to the specifications provided by Franchisor, as often as annually.

8.20 No Sales Off Premises.

Without the prior written consent of Franchisor, Franchisee may not operate in any location other than the Unit, nor may Franchisee sell any products to customers on a wholesale basis, by catalog sales, by Internet, direct mail or catering. Notwithstanding the foregoing, Franchisor may sell Bruster's products to wholesale and retail food outlets and pursuant to catalog direct and Internet sales anywhere.

8.21 Purchase of Flavorings, Butterfat Mix, Supplies and Equipment.

(a) Franchisee agrees to purchase Franchisor's special proprietary flavorings for ice cream and yogurt solely from Franchisor or designated distributors. Use of these proprietary flavorings is mandatory. Franchisor does not derive any profit on the sale of these flavorings. Franchisee agrees to pay any shipping charges incurred in the shipping of the flavoring to Franchisee's store.

(b) Franchisee agrees to purchase Franchisor's special proprietary mix solely from such distributor or distributors approved by Franchisor. The current supplier of Bruster's proprietary mix is Titusville Dairy in Titusville, Pennsylvania. In 2000, Bruce Reed became a 25% owner of Titusville Dairy and since 2015, Bruce Reed has owned 33% of Titusville Dairy. Franchisee acknowledges that Franchisor will be paid a royalty of up to 20% on the sale of such mix by such supplier. Franchisee acknowledges and agrees that the ice cream, yogurt, sherbet, ice and other dessert items produced by Bruster's are distinctive as a result of being specially produced pursuant to secret formulae and processes; that such ice cream, yogurt, sherbet, ice and other dessert items in the mind of the public, are inextricably interrelated with the Marks; and that the reputation and goodwill of Bruster's stores is based upon, and can be maintained only by, the sale of Bruster's-brand ice cream, yogurt, sherbet, ice and other dessert items. Franchisee therefore agrees that the store will only prepare and offer for sale ice cream, yogurt, sherbet, ice and other dessert products which use, Bruster's-brand ice cream, yogurt, sherbet or ice as made by Bruster's.

(c) Franchisee agrees to purchase certain specific items to be used in the manufacture and serving of ice cream and related products. These items are listed in order guides located in the Bruster's Operations Manual and may change from time to time at Franchisor's sole discretion. Franchisee may purchase these items from a supplier of his/her choice or from those listed in the Operations Manual.

(d) Franchisee agrees to purchase certain equipment used in the manufacture and serving of ice cream and related products. These items are listed in the Bruster's Equipment Manual and may change from time to time at Franchisor's sole discretion. Franchisee may purchase these items from a supplier of his/her choice or from those listed in the Equipment Manual.

Notwithstanding the above, if Franchisee believes a different supplier can supply a better product than what is required, or an equal product at a lower price, Franchisee may apply to Bruster's for approval of the alternate supplier. Within 60 days, Bruster's will notify Franchisee whether or not the alternate supplier has satisfied the standards of offering equal or better goods at competitive prices. If another supplier is approved, Franchisee will supply, on a regular basis, samples for Franchisor to test. If Franchisor determines that the samples no longer meet Franchisor's requirements, Franchisor's consent will be immediately withdrawn. Franchisee will pay all the costs and expenses incurred by Franchisor in evaluating alternate suppliers proposed by Franchisee.

8.22 Communication to Franchise Stores

Franchisee shall maintain at least one telephone number and one email address at all times during the term of this Agreement, both of which provide easy access by customers, suppliers and the public to Franchisee's store.

9. REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

9.1 Accurate Information.

Franchisee represents and warrants to Franchisor that all information requested by Franchisor on Franchisee's application forms, financial disclosure forms, and in any and all other written and oral communications with Franchisor has been completely, truthfully and accurately provided. Franchisee further represents and warrants that the identities of all persons or entities that will have a financial interest in Franchisee have been disclosed to Franchisor, have provided all requested information, as indicated above, and have signed this Agreement, and where appropriate, any related documents.

9.2 No Representations Omitted From Agreement.

Franchisee acknowledges that neither Franchisor nor anyone purporting to act for Franchisor has made any promises or representations concerning the Unit, the sales volume which might be produced by the Unit, the profits to be made in the Unit, the likelihood of success of the franchised business, or any other matter in connection with the proposed license or the franchised business other than those which are specifically set forth in this Agreement including any Exhibits hereto.

9.3 Full Power and Authority.

Franchisee warrants to Franchisor that Franchisee has full power and authority to enter into this Agreement and, if Franchisee is a partnership or a corporation, that it has been duly organized, is validly existing and in good standing in the jurisdiction in which it was formed. If Franchisee is

a partnership or a corporation, it warrants that it has complied with all requirements necessary to do business and is currently authorized to do business in the jurisdiction in which the Unit is located.

10. REPORTS TO THE FRANCHISOR

10.1 Maintenance of Books and Records.

Franchisee agrees to keep and maintain accurate books, records, accounts, tax returns and all related back-up material in connection with the operation of the franchised business. Franchisee shall only use cash registers approved by Franchisor, currently the NCR Silver, on which all sales shall be entered when received, and which cash registers shall automatically accumulate sales and have a "locked-in" grand total feature on which all sales shall be registered.

10.2 Retention of Records.

Franchisee shall retain for a period of at least three (3) years after the end of each of Franchisee's fiscal years all cash register data, sales tax returns and reports to taxing authorities of federal, state and local government, reports to agencies regulating, taxing or affecting employment relationships, reports made to Franchisee's landlord, all original invoices, credits, proofs of payment and ledgers with respect to suppliers of Franchisee, all records of banking activities, and any and all other documents, data, records, compilations and information which may tend to show the Net Sales or a portion of the Net Sales or the purchases of goods or services used by Franchisee.

10.3 Inspection of Books and Records.

Franchisor shall have the right to inspect or cause to be inspected the books and records of Franchisee for a fiscal year at any time up to three (3) years after the close of such fiscal year. Upon notice from Franchisor, Franchisee shall make its books and records available to Franchisor or to duly authorized agents of Franchisor at the Unit for inspection within two (2) business days after such notice. If any inspection reveals that the actual Net Sales for any period exceeded the reported Net Sales for such period, Franchisee shall pay all additional fees owed to Franchisor for such period within ten (10) days after receipt of the inspection report, together with interest at one and one half percent (1.5%) per month or the highest rate permitted by law, whichever is less, beginning on the date such fees should have been paid. If an inspection reveals that the actual Net Sales for any three (3) month period is in excess of one hundred three percent (103%) of the reported Net Sales for such period, Franchisee shall also reimburse Franchisor for all of its costs and expenses incurred in conducting such inspection, including but not limited to reasonable accounting and legal fees, travel expenses and room and board of Franchisor's personnel or agents performing the inspection. If an inspection reveals that (a) Franchisee has intentionally under-reported the actual amount of Net Sales for any period, or (b) the actual Net Sales for any three (3) months period is in excess of one hundred ten percent (110%) of the reported Net Sales for such period, this Agreement may be terminated at Franchisor's option as provided in Section 16.1 (i) hereof.

10.4 Reporting.

In addition to the reports required above, Franchisee agrees to furnish the following reports to Franchisor:

(a) A true and correct weekly sales report, in accordance with the format for such report set forth in the Operations Manual, showing the sales figures for such week.

(b) A monthly sales report in accordance with the format for such report set forth in the Operations Manual, showing the sales figures for such month that includes, as a separate item, any outside sales that may have occurred during the month.

(c) The monthly reports shall be mailed or delivered to Franchisor so as to be received no later than the 5th day of the succeeding month. Monthly reports not received by this date are subject to late fees as set forth in Section 5.5 of this Agreement.

(d) The annual financial statements for Franchisee shall be mailed or delivered to Franchisor at Franchisor's request.

11. **INSURANCE**

11.1 Maintenance of Insurance.

Franchisee shall procure, upon execution of this Agreement and shall maintain in full force and effect at all times during the term of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor and its affiliates, successors and assigns, their respective partners and the officers, directors, shareholders, partners, agents, representatives, independent contractors, and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Unit.

11.2 Manner of Insurance Coverage.

Such policy or policies shall be written by a responsible carrier or carriers reasonably acceptable to Franchisor and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by Franchisor from time to time), in accordance with standards and specifications set forth in writing, the following:

(a) Comprehensive General Liability Insurance, including broad form contractual liability, broad form property damage, personal injury, advertising injury, cyber liability, dram shop liability, completed operations, products liability and fire damage coverage, in the amount of One Million Dollars ($1,000,000.00) Each Occurrence and Two Million Dollars ($2,000,000.00) General Aggregate.

(b) "All Risks" coverage for the full cost of replacement of the Unit premises and all other property in which Franchisor may have an interest with no coinsurance clause for the premises.

(c) Crime insurance for employee dishonesty in the amount of Ten Thousand Dollars ($10,000.00) limit. Employment Practices Liability insurance in the amount of One Hundred Thousand Dollars ($100,000) and Cyber Risk network & media liability insurance in the amount of One Hundred Thousand Dollars ($100,000.00).

(d) Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than One Million Dollars ($1,000,000.00) combined single limit.

(e) Worker's compensation insurance in amounts provided by applicable law or, if permissible under applicable law, a legally appropriate alternative providing substantially similar compensation for injured workers satisfactory to Franchisor.

(f) An Excess Indemnity or Umbrella Policy, which policy or policies shall contain such coverage with limits of insurance in the amount of Two Million Dollars ($2,000,000.00) each occurrence and Two Million Dollars ($2,000,000) Aggregate Limit.

(g) Such other insurance as may be required by the state or locality in which the Unit is located and operated.

(h) Franchisee may, with the prior written consent of Franchisor, elect to have reasonable deductibles in connection with the coverages required. All such policies shall also include a waiver of subrogation in favor of Franchisor, its affiliates and partners and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them.

(i) In connection with any construction, renovation, refurbishment or remodeling of the Unit, Franchisee shall maintain Builder's Risk/installation insurance in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to Franchisor.

(j) Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, not shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in this Agreement.

(k) Franchisee shall conduct and maintain a risk management and safety program for its employees as the Franchisee and Franchisor shall mutually agree is appropriate.

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11.3 Evidence of Compliance.

Upon execution of a lease for the Unit or purchase of real estate for the Unit, in accordance with this Agreement, and thereafter and thirty (30) days prior to the expiration of any such policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the existence and continuation of proper coverage with limits of not less than those required hereunder. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder. All insurance policies required hereunder, with the exception of worker's compensation, shall name Franchisor and its affiliates, their respective partners, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as Additional Insureds, as their interests may appear, and shall expressly provide that any interest of same therein shall not be affected by any breach by Franchisee of any policy provisions. Further, all insurance policies required hereunder shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Franchisor in the event of a material alteration to or cancellation of the policies.

All general liability and property damage policies shall contain a provision that Franchisor and its affiliates, their respective partners, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, although named as Additional Insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its servants, agents or employees by reason of the negligence of Franchisee or its servants, agents or employees.

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in writing, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to Franchisee and shall be payable to Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have at law or in equity.

12. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

12.1 Independent Contractors.

In all matters related to the business to be operated pursuant to this Agreement, Franchisor and Franchisee are independent contractors. Franchisee shall so conspicuously identify itself at the Unit and in all dealings with others as the owner of the Unit. Nothing in this Agreement or in the franchise relationship created hereby constitutes Franchisee and Franchisor as partners, agents or joint ventures with each other. Neither party shall be liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, negligence, errors or omissions of the other. The parties agree not to hold themselves out by action or inaction contrary to the foregoing. Franchisee agrees to indemnify Franchisor for any liability, cost or expense, including attorneys' fees, incurred by Franchisor for any act, omission, finding or result to the contrary. No employee of Franchisee shall be deemed to be an employee of Franchisor. As used herein "Franchisor" shall include Franchisor's predecessors, parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents and other representatives.

12.2 Indemnification.

Franchisee agrees to protect, defend at its own cost and indemnify and hold harmless Franchisor, and Franchisor's predecessors, parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents and representatives from and against any and all loss, claims, costs, expenses (including attorneys' fees), damages and liabilities, however caused, resulting directly or indirectly from or arising out of any act or omission to act of the Franchisee, including without limitation, the use, condition, design, construction, equipping, decorating, maintenance, repair or operation of the Unit or the Premises, including the sale of any product sold by Franchisee. Such loss, claims, costs, expenses (including attorneys' fees), damages and liabilities shall include, without limitation: (a) those arising from latent or other defects in the products, the Unit, or the Premises, whether or not discoverable by Franchisor; and (b) those arising from the death or injury to any person or any third person, firm or corporation, whether or not such losses, claims, costs, expenses (including attorneys' fees), damages or liabilities were actually or allegedly caused wholly or in part through the active or passive negligence of Franchisor or any of its agents or employees or other representatives, or resulted from any strict liability imposed on Franchisor or any of its agents or employees or other representatives. In the event that any such claim or claims are not covered by insurance, Franchisor shall have the right, but not the obligation, to appoint counsel to defend such claim or claims.

13. PROTECTION OF TRADEMARKS AND SYSTEM

13.1 Ownership of Trademarks and System.

Franchisee acknowledges that Franchisor is the owner of or otherwise possesses the rights to use and license the use of the Marks and the System. It is expressly agreed that Franchisee has no ownership rights in either the Marks or the System and has no right to grant licenses for use thereof. Franchisee disclaims any right or interest in the Marks or the System or the goodwill derived from them. All present and future distinguishing characteristics, improvements and additions to or associated with the Marks and the System by Franchisor or others, as well as all present and future service marks, trademarks, logos, trade names, copyrights and registrations of the foregoing now or hereafter applied for or granted in connection with Franchisor or the foregoing Franchisor's assets, shall also be Franchisor's assets and inure to its benefit, and Franchisee shall not use or permit others to use any of the same without Franchisor's consent. Franchisor has the sole right to handle disputes with third parties (including infringers or imitators) concerning the use of the Marks and the System, including the initiation of suit or settlement, by grant of license or otherwise. Any proceeds recovered as a result of such suit, grant or settlement shall be the sole property of Franchisor.

13.2 Notice of Infringements and Claims.

In the event of any claim of infringement or challenge to Franchisee's use of the Marks or the System by anyone other than Franchisor, Franchisee shall immediately notify Franchisor in writing of the facts of such claim or challenge. Franchisor agrees to defend Franchisee against any claim or challenge (other than claims or challenges by Franchisor) arising out of Franchisee's use of the Marks or the System hereunder. If deemed necessary by Franchisor, Franchisee will be required

to use a new mark or marks chosen by Franchisor so as to avoid any claim of infringement. However, the foregoing obligations of Franchisor to defend Franchisee shall exist only if Franchisee has used the name or mark which is the subject of the controversy in strict accordance with the provisions of this Agreement and the rules, regulations, procedures, requirements and instructions of Franchisor and has notified Franchisor of the claim or challenge as previously set forth. Any actions taken, whether by Franchisee, Franchisor or otherwise, to protect the Marks or the System shall be at the sole discretion and control of Franchisor, and Franchisor shall have the sole right to control any legal actions or proceedings in connection therewith. Franchisee shall cooperate fully with Franchisor in the prosecution or defense of any such claim or challenge.

13.3 Confidentiality.

Franchisee shall not at any time, directly or indirectly, furnish any information as to the methods of operation, advertising, promotions and operations or ideas, or any other information relative to the System, to any person or persons other than Franchisee's employees, to whom such information may be furnished for use only in connection with the operation of the Unit and only on a need to know basis. Franchisee agrees to exercise the highest degree of diligence in safeguarding Franchisor's trade secrets and to take such measures as may be reasonably necessary to protect such trade secrets from theft and/or use by Franchisee's employees or any other person or persons. Franchisee agrees that irreparable damage will result if Franchisee breaches its obligations to Franchisor contained in this Section 13.3, and that it would be extremely impractical to measure the resulting damages. Accordingly, Franchisor, in addition to any other available rights or remedies, may sue in equity for specific performance of this provision, and for appropriate injunctive relief in connection therewith, and Franchisee expressly waives the defense that a remedy of money damages will be adequate. In any such suit, Franchisor shall not be required to post a bond or other form of collateral in order to secure such injunctive relief. Should Franchisor prevail in such suit, Franchisee shall be responsible for payment of Franchisor's costs and expenses, including reasonable attorney's fees.

14. TRANSFER OF THE FRANCHISE AND RIGHT OF FIRST REFUSAL

14.1 Transfer of the Franchise.

This Agreement is personal and unique to Franchisee and Franchisee shall not sell, transfer, assign (whether voluntarily, involuntarily or by operation of law), sublicense, mortgage, grant a lien or security interest in or pledge this Agreement or any rights or privileges hereunder and no shareholder, partner or other owner of Franchisee shall transfer any interest or interests in Franchisee which, over the term of this Agreement, would result in an aggregate of more than a forty-nine percent (49%) interest in Franchisee being transferred from and after the date hereof, without the prior written consent of Franchisor, which will not be unreasonably withheld. If there is a change of ownership of 25% or more, but less than 50%, it will not be considered a transfer, but Franchisor shall be notified of such change.

Franchisor's consent shall be withheld unless with respect to any transfer each of the following conditions is met:

(a) The store being transferred is or was at one time, open and operating;

(b) Franchisee is not then in default under any provision of this Agreement;

(c) Except to the extent limited or prohibited by applicable law, Franchisor and Franchisee shall execute mutual general releases, in a form substantially similar to that attached as Exhibit 6, wherein Franchisee releases Franchisor of any and all claims Franchisee has or may have against Franchisor and its affiliates, officers, directors, employees and agents and Franchisor releases Franchisee of any and all claims Franchisor has or may have against Franchisee, its affiliates, officers, directors, employees and agents.

(d) The proposed transferee (including all shareholders or partners thereof), in Franchisor's sole discretion, which shall not be unreasonably withheld, meets all then applicable requirements for new franchisees including, but not limited to, good moral character and reputation, good credit rating, sufficient net worth, appropriate operational qualifications and other reasonable business and financial considerations, and the proposed transferee has submitted proforma operations projections satisfactory to Franchisor;

(e) The proposed transferee (including all shareholders or partners thereof) jointly and severally execute the form of Franchise Agreement then being used by Franchisor and any other documents reasonably requested by Franchisor at Franchisor's sole option, for the term set forth in the form of Franchise Agreement as signed by proposed transferee;

(f) The proposed transferee agrees to remodel, redecorate, re-sign, refixture, and/or otherwise refurbish the Unit, including the grounds prior to the transfer closing, to the extent and in the manner specified by Franchisor to bring the Unit up to the standards required of new Units being franchised by Franchisor under the then current form of Franchise Agreement.

(g) The transferee pays to Franchisor a transfer fee of Twenty Thousand Dollars ($20,000) for the supervisory, administrative, legal, accounting, training or other expenses incurred by Franchisor in connection with the transfer. The transfer fee is waived if the transferee is an immediate family member of the Franchisee or a current minority member of their business entity, has been approved by the Franchisor, and the franchise agreement is up for renewal. Any transfers to immediate family members outside of the renewal process or any transfers to non-family members will incur the transfer fee as stated above;

(h) Neither the proposed transferee nor any person affiliated with the proposed transferee is a competitor of Franchisor or an employee or former employee of Franchisor;

(i) Prior to the transfer, the proposed transferee and such other individual as is proposed to be the general manager of the Unit under such transferee's ownership shall complete the training program then in effect for new franchisees, regardless if the transferee is a current employee or has been involved in the business, in any way previously. A minimum of two people will be required to complete new franchise training prior to finalizing the transfer. ;

(j) In the event a proposed transferee is a corporation or partnership or similar entity;

(i) The charter documents of such entity, in form acceptable to Franchisee, shall reflect that the issuance and transfer of any ownership interest therein are restricted by the terms of this Agreement;

(ii) All stockholders or partners of such entity shall execute and furnish to Franchisor an agreement in form acceptable to Franchisor prohibiting any holder of an ownership interest therein from selling, assigning or transferring, voluntarily, involuntarily or by operation of law, any ownership interest therein to any person or entity (other than existing stockholders or partners, to the extent permitted hereunder), without the prior written consent of Franchisor. Any certificates evidencing any security issued by Franchisee shall have printed legibly and conspicuously thereon a statement that such security is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed by this Agreement; and

(iii) All stockholders with a 25% or more stock interest in such entity and their spouses, or all general partners and their spouses, as the case may be, shall execute a guaranty in a form acceptable to Franchisor guarantying the full payment and performance of all outstanding obligations of Franchisee hereunder.

(k) In the event Franchisee is an individual or a partnership, Franchisee may transfer its interest in this Agreement to a corporation which shall act as Franchisee under this Agreement so long as Franchisee (or if Franchisee is a partnership, one of the partners) is the principal executive officer and owner of all of the stock in the corporation and fully guaranties the obligations of Franchisee pursuant to this Agreement.

(l) The proposed transferee agrees that it is responsible for any outstanding amounts owed to Franchisor, including but not limited to amounts that are owed in connection with the Gift Card Program. Franchisor has the right to disclose the balance of Gift Card liability to both Buyer & Seller.

14.2 Franchisor's Right of First Refusal.

Franchisee shall not sell, transfer or assign the Unit, the Premises, or this Agreement or any interest therein unless Franchisee has arranged a bona fide sale, subject to Franchisor's right of first refusal hereunder, to a proposed purchaser (the "Purchaser") and has given written notice (the "Sale Notice") to Franchisor of Franchisee's intention to sell, specifying the name of the Purchaser, the purchase price, and the terms and conditions of sale as evidenced by a written offer from the Purchaser, a copy of which shall be delivered to Franchisor. Franchisor shall have the first right to purchase the Unit, the Premises, or this Agreement or any interest therein on the terms and conditions specified in the Sale Notice, except that Franchisor may (a) pay in cash the value of any non-monetary consideration and (b) substitute cash for any form of payment proposed in the Sale Notice. Such right shall be exercisable by Franchisor at any time within forty-five (45) days after receipt by

Franchisor of the Sale Notice by delivery of a written notice of exercise to Franchisee. If such right is exercised within such forty-five (45) day period, the purchase shall thereafter be closed and the purchase price paid at the offices of Franchisor within ninety (90) days after the giving of notice of exercise on a date specified in such notice. If such right is not exercised within such forty-five (45) day period, subject to Section 14.1 hereof, Franchisee may, at any time within sixty (60) days after expiration of such right, sell the Unit, the Premises, or this Agreement or any interest therein to the Purchaser at not less than the price and on terms and conditions of sale not more favorable to the Purchaser than those specified in the Sale Notice. If such sale is not consummated to that Purchaser within such sixty (60) day period, Franchisee shall not be entitled to effect any subsequent sale of the Unit, the Premises, or this Agreement or any interest therein without once again complying with the provisions of this Section 14.2.

14.3 Transfer on the Death of Franchisee.

In the event of the death of Franchisee or if Franchisee is a corporation or partnership, the holder of fifty percent (50%) or more of the stock or partnership interests of Franchisee, as the case may be, Franchisee's right, title and interest in and under this Agreement may be passed by will or intestate succession, as the case may be, provided the Unit is operated in accordance with this Agreement at all times during any period of probate or administration and further provided that no transfer by will or intestate succession or the sale of Franchisee's interest in and under this Agreement by executor or administrator of Franchisee's estate shall be made without full compliance with the provisions of this Agreement, and particularly Section 14 hereof, including the requirements concerning Franchisor's written approval of the transferee, the transferee's qualifications and training, and the payment of the transfer fee as set forth in this Agreement. Such transferee shall also sign Franchisor's then-current Franchise Agreement in the transferee's own name. In the event Franchisor does not approve the qualifications of any heir or beneficiary of Franchisee, the executor or administrator of Franchisee's estate shall have a period of one hundred twenty (120) days from the date of Franchisor's disapproval of the qualifications of such heir or beneficiary within which to sell the Unit to a transferee acceptable to Franchisor, subject to the provisions of Section 14 hereof. If such a sale is not concluded within such one hundred twenty (120) day period, Franchisor may at its option terminate this Agreement.

15. COVENANTS NOT TO COMPETE

15.1 Covenant Not to Compete During Term.

During the term of this Agreement, including any renewals thereof (or, in the case of employees, during the term of their employment by Franchisee), neither Franchisee, nor any partner, shareholder or other owner of Franchisee, nor any employee of Franchisee employed as the General Manager or as an Ice Cream Maker, shall directly or indirectly, for himself, or on behalf of, or in conjunction with any person, partnership, association or corporation, (a) own, maintain, engage in, participate in or have any interest in the operation of any enterprise which is substantially similar to or competitive with the business covered by this Agreement; (b) which provides, produces, manufactures or in any manner markets ice cream or yogurt products or services which are the same as or substantially similar to or competitive with products and services sold at the Unit; or (c)

produces, manufactures or in any manner markets ice cream or yogurt products or services other than Bruster's products anywhere, including at the Unit or on the Premises.

In the event that the Franchisee desires to sell or otherwise transfer the Franchise, the Franchisee must obtain the written consent from Franchisor of all proposed solicitations or advertisements, which consent may be withheld in Franchisor's sole discretion. It is agreed that in no event shall Franchisee post a sign or any indication of its desire to sell or otherwise transfer the Franchise at, on, or near the Unit or on the Premises.

15.2 Covenant Not to Compete Following Termination.

Franchisee acknowledges that as a Bruster's franchise, it will receive confidential information and materials, trademarks and goodwill, trade secrets, and the unique methods, procedures and techniques developed by Franchisor, among other things. Therefore, to protect Franchisor and all franchisees of the Franchisor and in consideration of Franchisor granting Franchisee a license to use the System and Marks, Franchisee covenants that:

For a period of three (3) years immediately following the termination or expiration of this Agreement, either with or without cause, neither Franchisee nor any partner, shareholder or other owner of Franchisee, nor any employee of Franchisee employed as a General Manager or Ice Cream Maker, shall directly or indirectly, for himself, or on behalf of, or in conjunction with any person, partnership, association or corporation, own, maintain, engage in, participate in, be employed by, or have any interest in the operation of any enterprise which is located with the United States, which provides, produces, manufactures or in any manner markets ice cream, frozen yogurt and/or ice cream or yogurt products as a significant portion of its business. If it is determined by an arbitration panel or any court of law that this provision is unenforceable or invalid, then the following shall apply:

(a) For a period of two (2) years following the termination or expiration of this Agreement, either with or without cause, neither Franchisee nor any partner, shareholder or other owner of Franchisee, nor any employee of Franchisee employed as a General Manager or Ice Cream Maker, shall directly or indirectly, for himself, or on behalf of, or in conjunction with any person, partnership, association or corporation, own, maintain, engage in, participate in, be employed by or have any interest in the operation of any enterprise which is located within a twenty five (25) mile radius of any other franchisee of Franchisor or other ice cream shoppe operating under the Marks and using the System, which provides, produces, manufactures or in any manner markets ice cream, frozen yogurt and/or ice cream or yogurt products as a significant portion of its business.

(b) For a period of three (3) years following the termination or expiration of this Agreement, either with or without cause, the Franchisee agrees not to sell, lease, sublet, assign or otherwise transfer possession of the Premises to any enterprise which is substantially similar to or competitive with the business covered by this Agreement or which provides, produces, manufactures or in any manner markets ice cream, yogurt or frozen desserts as a significant portion of its business.

15.3 Covenant Not to Divert Business or Employ Employees.

Franchisee acknowledges that as a Bruster's franchise, it will receive confidential information and materials, trademarks and goodwill, trade secrets, and the unique methods, procedures and techniques developed by Franchisor, among other things. Therefore, to protect Franchisor and all franchisees of the Franchisor and in consideration of Franchisor granting Franchisee a license to use the System and Marks, Franchisee covenants that

During the term of this Agreement, including any renewals, and for a period of three (3) years following the termination or expiration of this Agreement, neither Franchisee, nor any partner, shareholder or other owner of Franchisee, nor any employee of Franchisee employed as a General Manager or Ice Cream Maker, shall: (a) divert or attempt to divert any business or any customers of the Unit to any other competitive establishment, by direct or indirect inducement or otherwise; or (b) directly or indirectly contract or do business with any supplier of Franchisor, for the purpose of buying ice cream, yogurt and related products from such supplier; or (c) employ or seek to employ any person employed by Franchisor, any other franchisee of Franchisor, or any other person who was at any time during the term of this Franchise Agreement employed by any other franchisee of Franchisor, or otherwise directly or indirectly induce such person or persons to leave their employment.

15.4 Modification of Covenants Not to Compete.

In the event that any of the provisions of this Section 15 are held to be unenforceable or overbroad by reason of any rule of law or public policy as applied to any party or to any circumstances, that provision shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstance or the validity or enforceability of this Agreement.

If any provision or part thereof is held to be unenforceable or invalid because of the duration thereof or the area covered thereby, all parties agree that the provision may be amended by an arbitration panel or a court of competent jurisdiction to reflect a reasonable geographic area and/or a reasonable period of duration and/or to delete specific words or phrases and in its amended form such provision shall be enforceable and valid.

The employees' nondisclosure and noncompetition agreement attached hereto as Exhibit 5, which the Franchisee must require all of its personnel performing managerial, executive or supervisory functions, as well as all of its Ice Cream Makers to execute and direct to Franchisee and Franchisor, is in addition to and not a substitute for the covenants contained in this Section 15.

15.5 Survival of Covenants.

To the extent the foregoing covenants apply following the termination or expiration of this Agreement, such covenants shall survive such termination or expiration and apply regardless of whether this Agreement was terminated or expired by lapse of time, by default of either party, or for any other reason.

16. **TERMINATION**

16.1 Immediate Termination by Franchisor.

Franchisor may at its option and in its sole and absolute discretion terminate this Agreement without notice and without an opportunity for Franchisee to correct a condition of default under any of the following conditions:

(a) If Franchisee fails to pay any fees or other amounts due to Franchisor, including, but not limited to, franchise fees, royalty fees or advertising fees, within ten (10) days after receiving notice that such fees or other amounts are overdue, time being of the essence;

(b) If Franchisee fails to provide its customers all of the required goods and services or otherwise allows in the Unit or anywhere on the Premises any ice cream and/or yogurt product or other product or service that is not a product required or approved by Franchisor.

(c) If Franchisee files or has filed against it, a petition in bankruptcy or is judicially determined to be insolvent, or all or a substantial part of the property of Franchisee or the Unit is assigned to or for the benefit of any creditor or creditors, or if Franchisee admits its inability to pay its debts as they become due;

(d) If Franchisee abandons the Unit by failing to operate it for at least five (5) consecutive days during which Franchisee is required to operate the Unit, or for any period less than five (5) days after which it is not unreasonable under the facts and circumstances for Franchisor to conclude Franchisee does not intend to continue to operate the Unit, unless such failure is due to fire, flood, earthquake or other force majeure cause beyond Franchisee's control, but not including any financial inability of Franchisee to operate the Unit; provided, however, that Franchisor, in its sole discretion, may allow Franchisee to suspend operations at the Unit once each year for a period of up to ninety (90) consecutive days;

(e) If Franchisee fails for a period of ten (10) days to comply in any material respect with any federal, state or local law or regulation applicable to the operation of the Unit. In the event such law or regulation impacts on health, sanitation or safety, Franchisee shall be required to cure same immediately and no ten (10) day period will apply;

(f) If Franchisee, after curing any default hereunder engages in the same noncompliance, whether or not such noncompliance is corrected after notice, or if Franchisee repeatedly fails to comply with one or more requirements of this Agreement, whether or not corrected after notice;

(g) If the Unit, the Premises or any material portion of the property of Franchisee is seized, taken over or foreclosed upon by a government agency in the exercise of its authority, or seized, taken over or foreclosed upon by a creditor, lien holder or lessor of Franchisee, and is not released or bonded within thirty (30) days, or if a levy of execution has been made upon the franchise granted by this Agreement or upon a material portion of the property used in the Unit and the levy is not discharged within fifteen (15) days of the levy;

(h) If Franchisee, or any of its officers, directors or shareholders, if it is a corporation, or partners, if it is a partnership, is convicted of, or pleads no contest to a felony of any type or to any criminal misconduct which is relevant to the Unit;

(i) If Franchisee violates any of the noncompetition or confidentiality provisions of this Agreement;

(j) If Franchisee intentionally under-reports its Net Sales for any period or under-reports its Net Sales in excess of ten percent (10%) for any one (1) month period;

(k) If Franchiseeis in default under the terms of the lease for the Premises or is more than thirty (30) days past due in its payments due under such lease;

(l) If Franchisee has made any material misrepresentation in the negotiation and execution of this Agreement or if Franchisee engages in conduct which adversely reflects upon the operation and/or reputation of the Marks, the Unit, the System or Franchisor; or

(m) If Franchisee uses the Marks or the System in any manner except as specified in this Agreement.

16.2 Other Termination by Franchisor.

In addition to the grounds for immediate termination set forth above, Franchisor may terminate this Agreement at its option for the reasons, and upon the giving of notice or the passage of time, as set forth below:

(a) If Franchisee breaches any material term of this Agreement other than those specified in Section 16.1 above, any other agreement between the parties or any agreement between Franchisee and any affiliate of Franchisor and such breach is not cured within the time period allowed by the relevant agreement for the cure of defaults thereunder, if any, or if a breach concerns this Agreement and no other notice or cure period is provided, within thirty (30) days after Franchisor gives written notice to Franchisee describing the condition which constitutes the breach. For purposes of this Section 16.2(a) a failure by the Franchisee to successfully correct a failing QASE score within the time specified in the Operations Manual, shall be considered a material breach of this Agreement;

(b) If the lease for the Premises expires or is terminated, or Franchisee otherwise loses its right to possession and use of the Premises, unless Franchisee relocates and reopens the Unit at a location and pursuant to lease terms acceptable to Franchisor within ninety (90) days from the date of the expiration or termination of Franchisee's prior lease or other document of possession. Any such relocation shall be subject to Section 6 of this Agreement;

(c) If Franchisee is more than (60) days past due in its obligations to suppliers and/or trade creditors in an amount exceeding Ten Thousand Dollars ($10,000); provided, however, that in the event Franchisee's failure to pay its suppliers and/or trade creditors is the result

of a bona fide dispute with such supplier or trade creditor, notice of which has been given to Franchisor, and Franchisee, diligently and in good faith, is attempting to resolve such dispute, the amount of the disputed claim shall not be included in making the determination of the dollar limitation set forth above; or

(d) If Franchisee fails to comply with any of the reporting requirements as set forth under Section 10 of this Agreement within thirty (30) days after notice of such failure is given by Franchisor.

(e) If a default under this Agreement is not cured within the time period allowed therefore, if any, and following the provision by Franchisor of any required notice, this Agreement may be terminated at Franchisor's sole option, without further notice of the expiration of the time allowed, if any, to cure such default.

16.3 Cross Default

Any default or breach by Franchisee (or its principals or guarantors) of any other agreement between Franchisor and Franchisee (and/or its principals and affiliates) shall be deemed a default under this Agreement, and any default or breach of this Agreement by Franchisee (and/or its principals and affiliates) shall be deemed a default or breach under any and all other agreements between Franchisor and Franchisee. If the nature of such default under any other agreement would have permitted Franchisor to terminate this Agreement had said default occurred hereunder, Franchisor shall have the right to terminate all of the agreements between Franchisor and Franchisee, in the same manner provided for herein for termination of this Agreement.

16.4 Franchisee's Right to Terminate.

Franchisee may terminate this Agreement in the event of a material breach by Franchisor of its covenants herein if such breach remains uncorrected for a period of sixty (60) days after Franchisor receives written notice thereof from Franchisee; provided, however, that if such breach is incapable of cure within the aforesaid sixty (60) day period and Franchisor, diligently and in good faith, is attempting to cure such breach, Franchisee shall not have the right to terminate this Agreement as long as Franchisor is continuing to attempt to cure such breach.

16.5 Conditions to Termination.

Except to the extent limited or prohibited by applicable law, Franchisor and Franchisee shall execute a release, in a form substantially similar to that attached as Exhibit 7, wherein Franchisee releases Franchisor of any and all claims Franchisee has or may have against Franchisor and its affiliates, officers, directors, employees and agents.

17. OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

17.1 Cease Operations.

Upon termination or expiration of this Agreement, Franchisee shall immediately cease to operate the Unit and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

17.2 Duty to Bring Account Current.

Franchisee shall bring all accounts with Franchisor (including any amounts owed by Franchisee in connection with the Gift Card Program), its landlord and its suppliers current within ten (10) days after the effective date of any termination or expiration of this Agreement.

17.3 Use of Identifying Material.

Upon any termination or expiration of this Agreement, Franchisee shall immediately discontinue all use of Franchisor's System, software, Operations Manual and any other training and store manuals, trade name, trademarks, service marks, logotypes and other commercial property and symbols and remove from the Premises furniture, fixtures, decor, interior or exterior decoration, signs, awnings, canopies, menu boards, displays, advertising and/ or promotional material, and the like, which may contain the Marks or otherwise identify or relate to the Unit and/or the Premises. Franchisee shall immediately return to Franchisor all supplies and any other materials bearing the Marks and any service marks or trade names of Franchisor, including all Bruster's manuals.

If Franchisee fails to initiate immediately or complete such alterations within such period of time as Franchisor deems appropriate, Franchisee agrees that Franchisor or its designated agents may enter the Premises of the former store and adjacent areas at any time to make such alterations, at Franchisee's sole risk and expense, without responsibility for any actual or consequential damages to the property of Franchisee or others, and without liability for trespass or other tort or criminal act. Franchisee expressly acknowledges that its failure to make such alterations will cause irreparable injury to Franchisor and consents to entry, at Franchisee's expense, of an ex parte order by any court of competent jurisdiction authorizing Franchisor or its agents to take such action, if Franchisor seeks such an order.

Franchisee shall immediately return to Franchisor all supplies and any other materials bearing the Marks and any service marks or trade names of Franchisor, including all Bruster's manuals.

Franchisee shall immediately provide admin rights and passwords to all Bruster's branded social media channels including Facebook, Instagram, Twitter, Snapchat, Pinterest and any others where Franchisee may have a presence.

17.4 Cancellation of Fictitious Name Statements.

Upon any termination or expiration of this Agreement, Franchisee shall immediately cancel any fictitious business name or equivalent registrations or listings indicating that Franchisee is in any way affiliated or associated with Franchisor.

17.5 Notification of Identity.

Within ten (10) days after any termination or expiration of this Agreement, Franchisee shall immediately notify all of its suppliers, utilities, landlords, creditors, customers and concerned others that Franchisee is no longer affiliated or associated with Franchisor and shall send copies of such notices to Franchisor. Upon the failure of Franchisee to send such notices in a timely manner, Franchisee hereby expressly authorizes Franchisor to send such notices and releases Franchisor from all liability which may be incurred by reason of the sending of such notices. Franchisee shall not use any of Franchisor trade secrets or Marks or the System following any termination or expiration of this Agreement, and shall not identify any present or future business or franchise as having been in any way affiliated or associated with Franchisor.

17.6 Option to Purchase Assets.

Franchisor shall have the option, but not the obligation unless required by the law of the state in which the Unit is located, to purchase for the fair market value, as the same is determined at the time of termination or expiration of this Agreement, all or any part of Franchisee's inventory, supplies, equipment, signs, graphics or furnishings (excluding any personalized materials which have no value to Franchisor) (the "Assets"). The purchase price for the Assets shall be paid in three equal installments payable thirty (30), sixty (60), and ninety (90) days after the date of purchase by Franchisor, without interest. Franchisor shall have the right to set off from such purchase price the amount of any monies due and owing from Franchisee.

17.7 Option to Assume Lease

In the event Franchisor so elects, at its sole and exclusive option, Franchisee shall, without further consideration, transfer and assign to Franchisor any and all rights Franchisee has in and to any lease or sublease with respect to the Premises, including, but not limited to, the unexpired term and any renewal rights thereof. In the event Franchisor so elects, Franchisor shall so notify Franchisee in writing of such election within thirty (30) days after the termination or after receipt of such notice. No assignment pursuant to this Section 17.7 shall release Franchisee from any obligation which has accrued as of the day of the termination and/or expiration of this Agreement or under such lease or sublease prior to the date of such assignment. In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the Premises pursuant to this Section 17.7, Franchisee shall make such modifications or alterations to the Premises (including, without limitation, changing the telephone number and changing the color scheme and/or other distinctive design features) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the Premises from that of ice cream shoppes operating under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section 17, Franchisor shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

17.8 Transfer of Telephone Numbers.

Within five (5) days after any termination or expiration of this Agreement, Franchisee shall, at Franchisee's sole expense, as Franchisor's option, transfer to Franchisor or its designee or cancel

each telephone number and all classified and other directory listings for the Unit used by Franchisee in the operation of the Unit. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole rights to and interest in all telephone numbers and directory listings, website address and email address associated with the Marks and the System and authorizes Franchisor to direct the telephone company and all listing agencies to transfer same to Franchisor or its designee, or to cancel such numbers and listings, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of Franchisor in such telephone numbers and directory listings and website address and email address and its authority to direct their transfer or cancellation. Franchisee acknowledges that Franchisor will suffer irreparable harm if, upon termination or expiration of this Agreement, the telephone numbers and directory listings and website address and email address used by Franchisee are not transferred or canceled, as Franchisor's option, as set forth above. Franchisee hereby stipulates that Franchisor shall be entitled to specific performance of the foregoing obligations of Franchisee.

17.9 Right of Entry.

On termination of this Agreement for any reason, Franchisor may, before completing the exercise of its rights pursuant to Sections 17.6 or 17.7 of this Agreement, enter and use all or any part of the Premises, and property located in, on, or about the Premises and used in connection with the Unit. Franchisor shall not be liable for trespass or neglect in so doing or in respect to any depreciation or damage to the property. Franchisor shall pay Franchisee, or Franchisee's Landlord, a reasonable rental for the Premises throughout the period. Franchisor shall be entitled to keep all of the profits, revenues and benefits, provided Franchisor pays all debts and liabilities it incurs during Franchisor's operation of the business. Also, Franchisor may pay all claims Franchisee owes to business creditors, and Franchisee must reimburse all such amounts to Franchisor on demand. Franchisor has no obligation to retain or honor any contractual commitment Franchisee made, including to any employee of the Franchisee, and all liability with respect to those obligations will be borne by Franchisee. If Franchisor decides to keep any employee, it will be under a new employment agreement between Franchisor and the employee. Any employee claim from unpaid salary, vacation pay or other benefits from his or her employment with Franchisee is Franchisee's exclusive responsibility. Franchisor's right to occupy the Premises and conduct the business continues until the completion of the exercise period of Sections 17.6 or 17.7 expires, provided that if Franchisor exercises such option, its right of Premises occupation will continue throughout the period preceding and including the transaction closing.

18. **REMEDIES GENERALLY**

18.1 Equitable Relief.

The restrictions applicable to Franchisee in this Agreement are necessary for the protection of Franchisor, the Marks and the System and other existing and future franchisees of Franchisor. Franchisee agrees that a violation of the provisions to be performed by Franchisee under this Agreement will cause irreparable harm to Franchisor. Because of the impossibility of ascertaining

the damage, Franchisee agrees that Franchisor shall be entitled to injunctive relief from any court of competent jurisdiction restraining further violation of the provisions of this Agreement.

18.2 Grant of Security Interest.

(a) For valuable consideration, receipt of which is hereby acknowledged, Franchisee hereby grants to Franchisor a security interest in all of Franchisee's personal property, whether now owned or hereafter acquired, used in connection with the Unit and the Premises, including, without limitation, all goods, equipment, inventory, accounts, chattel paper, general intangibles, credits, claims, demands and any other property, and any and all additions and accessions thereto, all substitutions and replacements therefore and all products and proceeds thereof or proceeds of insurance thereon, as security for the payment of the royalty fee, advertising fee, invoices and any and all other fees and amounts owed by Franchisee to Franchisor hereunder. Franchisee acknowledges that this Agreement shall constitute a security agreement for enforcement of such security interest against Franchisee.

(b) Upon Franchisor's request at any time during the term of this Franchise Agreement, Franchisee agrees to join with Franchisor in executing one or more Financing Statements pursuant to the Uniform Commercial Code (the "UCC") of the state in which the Unit is located.

(c) Upon the occurrence of any of the events described in subsections 16.1 or 16.2 of this Agreement, Franchisor may exercise the rights and remedies of a secured party under the UCC.

(d) Franchisor acknowledges that the security interest created hereunder may be subordinate to the security interest of one or more third parties.

18.3 Rights Cumulative.

Franchisor's rights and remedies conferred pursuant to Section 15, Section 16, Section 17 and this Section 18 are not exclusive of any other right or remedy herein or by law or equity provided or permitted but shall be cumulative.

18.4 No Additional Obligations.

Upon any termination or expiration of this Agreement, no payment shall be due to Franchisee from any source on account of any goodwill or other equity claimed by Franchisee arising from Franchisee's operation or ownership of the Unit, or otherwise.

18.5 Survival of Provisions.

All of the provisions of this Agreement which by their terms or by implication apply following the termination or expiration of this Agreement shall survive and shall apply following the termination or expiration of this Agreement.

19. **DISPUTE RESOLUTION**

19.1 Venue, Jurisdiction and Attorney's Fees.

The parties agree to submit any dispute under this Agreement or any transaction concerning it, its inducement or its execution that arises between the parties (collectively, the "Dispute") to mediation in Beaver County, Pennsylvania, in an effort to produce a prompt resolution of the Dispute. If the Dispute is not resolved in mediation, then the parties may agree to submit the Dispute to arbitration in accordance with the then current rules for commercial disputes of the American Arbitration Association before an arbitrator selected in accordance with such rules. The arbitration shall take place in Beaver County, Pennsylvania. If both parties do not agree to submit the Dispute to arbitration, then the parties agree that the venue of any legal action involving any Dispute shall be solely and exclusively in the federal or state courts situate in Beaver County, Pennsylvania, and Franchisee consents to jurisdiction in Pennsylvania and waives any objections thereto. The parties hereby irrevocably waive trial by jury. In such circumstances, each of the parties hereto (including those persons executing the Guarantee), hereby irrevocably consents and submits to the personal jurisdiction of the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Beaver County, Pennsylvania and hereby agrees venue is proper in such courts. If the Franchisor prevails in any suit or arbitration proceeding to enforce its rights under this Agreement, Franchisee agrees to indemnify Franchisor for all expenses of every nature and character incurred by Franchisor including, without limitation, all reasonable attorney's fees. Should Franchisee hereafter dispute the enforceability of this Section, Franchisor shall be free at its option to litigate against Franchisee in any court of competent jurisdiction.

The parties acknowledge and agree that the rights of Franchisor under this Agreement with respect to the use of the Mark and the System and the enforcement of the in-term and post-term noncompetition agreements of Franchisee are of a specialized and unique character and that immediate and irreparable damage will result to Franchisor if Franchisee fails or refuses to perform its obligations under this Agreement and, notwithstanding any election by Franchisor to claim damages from Franchisee as a result of any such failure or refusal, Franchisor may, in addition to any other remedies and damages available, seek an injunction in a court of competent jurisdiction to restrain any such failure or refusal.

20. MISCELLANEOUS

20.1 Notices.

All notices required by this Agreement or related to it must be in writing and shall be deemed to have been given at the earlier of (a) when personally delivered to the addressee; (b) when an acknowledgment of receipt is signed by addressee or a duly authorized agent of addressee, (c) one (1) day after sent via next day delivery by a nationally recognized carrier that guarantees next day deliver; or (d) two (2) calendar days after the deposit of such notice in the United States mail, when sent by registered or certified mail, postage prepaid, and properly addressed as set forth below:

If to Franchisor: Bruster's
c/o Bruster's Ice Cream, Inc.
730 Mulberry Street
Bridgewater, PA 15009

Attn.: Legal Department

If to Franchisee: _____
_____
_____
_____

Either party may change the address to which notices are to be sent to it by giving notice thereof to the other party in the manner set forth above.

20.2 Heirs, Successors and Assigns.

This Agreement is binding upon and shall inure to the benefit of the parties and their heirs, executors, administrators, successors and assigns, subject to compliance with the terms and conditions more specifically set forth elsewhere herein.

20.3 Waivers.

Except as specifically provided in this Agreement, neither Franchisor nor Franchisee is entitled to any compensation or reimbursement for loss of prospective profits, anticipated sales, or other losses occasioned by cancellation, termination or other actions taken pursuant to this Agreement.

The failure by either party to this Agreement to enforce any right or seek to implement any remedy hereunder shall not be deemed to be a waiver or abandonment of such right or default unless it is waived in a writing signed by the party who is waiving the right or default. The waiver of any right or default in one instance shall not be deemed to be a continuing waiver or a waiver in any other instance. The acceptance of money or other performance by a party shall not constitute a waiver of any right or default other than the one to which such payment or performance pertains, and then only to the extent of the payment or performance accepted by the other party.

20.4 Time Limitation for Actions.

Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, the Franchisor's management of the System, or Franchisee's operation of the Unit, brought by any party hereto against the other, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action or within one (1) year of when the facts giving rise to such claim or action became known or by reasonable means, should have become known, or such claim or action shall be barred.

20.5 Severability.

Any invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement and, unless the substantial performance of this Agreement taken as a whole is frustrated thereby, this Agreement shall remain in full force and effect; provided, however, that in the event that Franchisor, in its sole discretion, shall deem the affected portion to be material to this Agreement, Franchisor shall have the right to

terminate this Agreement. Any invalidity or unenforceability of any portion of this Agreement in any jurisdiction shall not invalidate or render unenforceable such portion in any other jurisdiction.

20.6 Governing Law.

This Agreement and its interpretation shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

20.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall constitute a single agreement.

20.8 Time of the Essence.

Time is of the essence with respect to this Agreement.

20.9 Corporate Authority.

If Franchisee is a corporation or partnership, the person or persons signing this Agreement on behalf of the corporation or partnership, as the case may be, warrant to Franchisor that he, she or they have the requisite authority to sign this Agreement and agree promptly to provide Franchisor, at Franchisor's request, with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers of the corporation or partners of the partnership, as the case may be, who are authorized to sign this Agreement on behalf of the corporation or partnership, or such other documentation evidencing such authority as Franchisor may request.

20.10 Joint and Several Liability.

If two or more persons, corporations, partnerships or other entities, or any combination thereof, sign this Agreement, the liability of each shall be joint and several. All members of a general partnership, or the general partners of a limited partnership, and all members of any corporation, association, or other unincorporated entity, as the case may be, are jointly and severally liable for the performance of Franchisee hereunder to the extent allowed by applicable law.

20.11 Guaranty.

If Franchisee is a corporation or partnership, shareholders or partners owning the controlling ownership interest and their spouses, or the partners and their spouses, as the case may be, shall sign the form of Guaranty attached hereto as Exhibit 9, thereby guarantying the full payment and performance of Franchisee's obligations hereunder to Franchisor. Franchisor reserves the right to require such persons and their successors in interest to execute such additional guarantees as Franchisor, in its sole discretion, shall require.

20.12 Entire Agreement.

Nothing in this or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

The parties intend this Agreement, including the Exhibits hereto, to be the entire integration of all of their understandings of every nature concerning the matters contained in this Agreement or in any way related hereto, whether occurring before or contemporaneously with the execution of this Agreement. No other agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions or covenants of any nature exist between the parties except as specifically set forth in this Agreement whether pertaining to this Agreement or to any future, further or additional rights of the parties. This Agreement may not be modified except by written instrument signed by the party against whom enforcement is sought.

20.13 Incorporation by Reference.

Any and all Exhibits, Schedules, statements, reports, certificates, or other documents or instruments referred to herein or attached hereto are incorporated herein by reference thereto as though fully set forth at the point referred to in this Agreement.

(**The next page is the signing page.**)

21. **DISCLAIMER**

NO REPRESENTATION, PROMISES, GUARANTEE OR WARRANTY HAS BEEN MADE BY FRANCHISOR IN CONNECTION HEREWITH WHICH IS NOT EXPRESSLY CONTAINED HEREIN. FRANCHISEE RECOGNIZES THAT NEITHER FRANCHISOR NOR ANY OTHER PERSON CAN GUARANTEE FRANCHISEE'S SUCCESS IN THE FRANCHISED BUSINESS. BY THE EXECUTION AND ACCEPTANCE OF THIS AGREEMENT, THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ THE SAME, HAVE HAD AN OPPORTUNITY TO CONSULT THEIR ATTORNEYS OR OTHER PROFESSIONAL ADVISORS REGARDING THE SAME, AND UNDERSTAND EACH PROVISION HEREOF.

FRANCHISEE REPRESENTS THAT IT RECEIVED FRANCHISOR'S DISCLOSURE DOCUMENT ON THE EARLIER OF THE DATE OF ITS FIRST PERSONAL MEETING WITH FRANCHISOR OR FOURTEEN DAYS PRIOR TO THE DATE OF THIS AGREEMENT, THAT IT HAS READ THIS FRANCHISE AGREEMENT AND FRANCHISOR'S DISCLOSURE DOCUMENT IN THEIR ENTIRETY AND THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO CLARIFY ANY PROVISIONS AND INFORMATION THAT IT DID NOT UNDERSTAND AND TO CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL ADVISOR. NEITHER FRANCHISOR NOR ITS OFFICERS, EMPLOYEES OR AGENTS HAS MADE REPRESENTATIONS AS TO THE ACTUAL, AVERAGE, PROJECTED, OR FORECASTED SALES, PROFITS OR EARNINGS OF FRANCHISEES.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

FRANCHISOR:	FRANCHISEE:
BRUSTER'S ICE CREAM, INC., General Partner	_____
By:_____ James M. Sahene, CEO	By:_____ Name, Title

EXHIBIT 1

MARKS

TRADEMARKS

BRUSTER'S® real ice cream™

A Scoop ABOVE THE REST.™
BRUSTERS.COM

EXHIBIT 2

TERRITORY

TERRITORY

DEVELOPMENT AND TRADE AREA

Franchisor permits Franchisee to locate a site for its Unit within the following area:

Bruster's Real Ice Cream grants _____a development area that is a _____radius from the intersection of _____. The map is:

_____
Initials

The actual trade area will be amended to the address of the physical location of the store and will be based on a radius, up to six miles, that includes a population count of 75,000 people, whichever is reached first.

Franchisee understands that the Bruster's franchise is a fast-growing franchise. Franchisee acknowledges that if Franchisor or another Franchisee decides to establish an ice cream shoppe, in or near the Area prior to Franchisee locating a site for its Unit, then Franchisor reserves the right to modify the Area.

The physical location of the Unit will be: _____
_____
_____
_____

Trade will be (map):

EXHIBIT 3

MUTUAL GENERAL RELEASE
(Renewal)

MUTUAL RELEASE AGREEMENT

This Release Agreement ("Agreement") is made as of this _____ day of _____, 20____, by and between Bruster's, a Pennsylvania limited partnership, with its principal offices at 730 Mulberry Street, Bridgewater, Beaver County, Pennsylvania 15009 ("Bruster's"), and _____ (the "Franchisee").

BACKGROUND

1. Franchisee entered into a Franchise Agreement dated _____ (the "Franchise Agreement") with Bruster's pursuant to which Franchisee was granted the right and undertook the obligation to operate a Bruster's Ice Cream Shoppe (the "Franchise").

2. Franchisee now desires to renew the Franchise Agreement and Bruster's is willing to accept such renewal pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Franchisee is renewing the Franchise Agreement and its interest in the Franchise (the "Renewal") and Bruster's hereby consents to the Renewal.

2. Bruster's and Franchisee hereby acknowledge and agree that, except for the obligations set forth in this Agreement, from and after the Termination, neither Bruster's nor Franchisee shall have any rights against or obligations to the other in respect of the Franchise Agreement.

3. Notwithstanding the foregoing, the parties agree that Franchisee shall be bound by all of the post-termination covenants contained in the Franchise Agreement including, without limitation, the confidentiality provisions and the post-term covenants restricting competition.

4. The parties hereto, for themselves and all persons and entities claiming by, through or under them, release, acquit and forever discharge the other and their former or current agents, partners, officers, employees, representatives, shareholders, directors, servants, representatives, affiliates, successors and assigns (the "Releasees") from all obligations, claims, debts, demands, covenants,

contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which the parties, by themselves, on behalf of, or in conjunction with any other person, persons, entity, partnership or corporation had, has or claims to have against the Releasees including specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, and causes of action arising out of, pursuant to, or related to the Franchise Agreement, and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement, connected with or related to the Franchise Agreement.

5. Bruster's hereby waives any right of first refusal that it may have as to the assets or interest in the Franchise.

6. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement, and may not be subject to any modification without the written consent of the parties.

7. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and such laws, except Pennsylvania conflict of laws principals, which shall be disregarded, shall control in the event of any conflict of law.

8. This Agreement shall be for the benefit of and be binding upon the parties and their respective representatives, successors and assigns.

9. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

10. In the event that either party retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

11. Franchisee agrees it has had a relationship with Bruster's at its offices in Beaver County, Pennsylvania and that, with the exception of Bruster's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisee arising out of or relating to this Agreement shall be commenced, litigated and concluded in the Commonwealth of Pennsylvania, County of Beaver.

[Signature page to follow]

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

Attest:

BRUSTER'S, a Pennsylvania Limited Partnership, by
BRUSTER'S ICE CREAM, INC., General Partner

_____
Kim Ellis, VP of Franchise Development

BY: _____
James M. Sahene, CEO

[When Franchisee is legal entity use this signature line]

Attest:

Entity: _____

_____
, Secretary

BY: _____
, President

[When Franchisee is an individual, or individuals, use this signature line]

By:

_____
, Franchisee

_____
, Franchisee

EXHIBIT 4

ADDENDUM TO LEASE AGREEMENT

LEASE ADDENDUM

This Lease Addendum is entered into as of the date of the Lease Agreement by and between _____, Landlord and _____, Tenant.

Landlord and Tenant are parties to that certain Lease of even date (the Lease) covering the premises located at _____, which Tenant will use to operate a Bruster's Real Ice Cream® store under a Franchise Agreement between Tenant and Bruster's (Franchisor). Landlord and Tenant desire to amend the Lease to protect the various interests of Franchisor.

In consideration of the foregoing and the promises contained in the Lease, the parties agree as follows:

1. Permitted Use. Landlord and Tenant agree that so long as the Franchise Agreement remains in effect, Tenant may use the Lease premises only for a Bruster's Real Ice Cream ® store and Tenant may offer for the sale of ice cream, frozen desserts, other ice cream-based items, hot & cold drinks, related items, branded apparel, accessories, and related products and services which Franchisor approves. Tenant shall have the right to provide outside seating at front of premises to its customers.

2. Notice of Default. Landlord will provide Franchisor, by certified US mail or a recognized overnight delivery service at the address provided in Section 8 below, a minimum 30 day notice of any default under the Lease before Landlord initiates any action to terminate the Lease or exercise any remedy for such default.

3. Cure. Either Tenant or Franchisor may cure defaults under the Lease and Landlord will accept performance of obligations due under the Lease, as specified in the Lease, by either Franchisor or Tenant. Franchisor will not, however, be under any obligation to cure any default and nothing herein will require Franchisor at any time to comply with or take any action under the provisions of the Lease.

4. Rights of Franchisor After Cure. If Franchisor commences cure of any default under the Lease within the 30 day notice period described in Section 2 above, and if Franchisor thereafter diligently completes cure, Franchisor may, but will not be obligated to, give notice to Landlord and become Tenant under the Lease, in which event Landlord will not be entitled to terminate the Lease.

5. Assignment and Renewal. Landlord consents to an assignment or transfer of Tenant's rights under the Lease to Franchisor at any time during the term of the Lease. Landlord will give Franchisor notice of expiration of the term of the Lease at least three months in advance thereof and grant Franchisor the right, but not the obligation, to exercise any then-existing renewal rights under the Lease.

6. Right of Entry and Subordination. Landlord will give Franchisor access to the Store at reasonable times on not less than 24 hours notice (or such shorter notice as may be reasonable when circumstances dictate) either to inspect the Store for compliance with Franchisor's requirements, to remove from the Store any items bearing Franchisor's marks or logos or to take other action permissible under the Agreements between Tenant and Franchisor. Landlord specifically subordinates any lien it may have in such items to Franchisor's rights as licensor of the marks or logos displayed on items.

7. Vacating Premises. Upon vacating the Lease premises, or termination of the Franchise Agreement or Lease (whichever occurs first), Tenant must remove all signs and materials bearing any of the marks or logos.

8. Notices. Any notices to Franchisor hereunder will be sent to:

Bruster's Real Ice Cream
Corporate Offices/Real Estate Dept.
730 Mulberry Street
Bridgewater, PA 15009

9. Benefit. Landlord and Tenant acknowledge that they enter into this Agreement for the express benefit of Franchisor and that Franchisor is an intended beneficiary hereof.

10. Supremacy. This Addendum shall control and supersede any inconsistent provision of the Lease.

The parties have signed this Agreement the day and year first above written.

LANDLORD:	TENANT:
_____	_____
By: _____	By: _____
Title: _____	Title: _____

EXHIBIT 5

LIST OF PRINCIPALS

LIST OF PRINCIPALS

Name of Principal	Address	Interest %	Initials

EXHIBIT 6

MUTUAL GENERAL RELEASE
(Transfer)

TRANSFER OF FRANCHISE AGREEMENT AND MUTUAL RELEASE

This Transfer of Franchise Agreement and Mutual Release ("The Agreement") is made this _____ day of _____, 201___, by and between Bruster's, a Pennsylvania limited partnership, with its principal offices at 730 Mulberry Street, Bridgewater, PA 15009 ("Bruster's"), and_____ _____ (the "Franchisee").

BACKGROUND

1. Franchisee entered into a Franchise Agreement (the "Franchise Agreement") with Bruster's pursuant to which Franchisee was granted the right and undertook the obligation to operate a Bruster's Ice Cream Shoppe (the "Franchise").

2. Franchisee now desires to transfer its interest in the Franchise pursuant to Section 14.1 of the Franchise Agreement and terminate the Franchise Agreement and all rights and obligations between the parties relating to the Franchise Agreement and Bruster's desires to accept such transfer and termination pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Bruster's consents to the transfer of the Franchise.
2. Franchisee shall cause the transferee of the Franchise to pay Bruster's a transfer fee of $20,000.00 simultaneously with the execution of this Agreement for the supervisory, administrative, legal, accounting, training or other expenses incurred by Bruster's in connection with the transfer of the Franchise.
3. Subject to the terms and conditions contained in this Agreement, the Franchise Agreement and all rights and obligations between Bruster's and Franchisee arising from or related to the Franchise Agreement are terminated, effective as of the date of this Agreement.

4. The parties agree that Franchisee shall be bound by all of the post-termination covenants contained in the Franchise Agreement including, without limitation, the confidentiality provisions and the post term covenants restricting competition.

5. Franchisee, for itself and all persons and entities claiming by, through or under them, release, acquit and forever discharge Bruster's and its former or current agents, partners, officers, employees, representatives, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the "Bruster's Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which Franchisee, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation had, has or claims to have against the Bruster's Releasees including specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, and causes of action arising out of, pursuant to, or related to the Franchise Agreement, and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement, connected with or related to the Franchise Agreement.

6. Except for the obligations set forth in this Agreement and the exception set forth in this paragraph below, Bruster's, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges the Franchisee and its former or current agents, partners, officers, employees, representatives, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the "Franchisee Releases"), from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever known by Bruster's by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, had, has or claims to have against the Franchisee Releasees including specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, and causes of action arising out of, pursuant to, or related to the Franchise Agreement, and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement connected with or related to the Franchise Agreement. Specifically excepted from this release are any claims asserted against Bruster's Releasees by any third party which claims arise out of or relate to the Franchise Agreement or the Franchisee's ownership of a Bruster's Ice Cream Shoppe franchise. The Franchisee agrees to indemnify and hold the Bruster's Releasees harmless from any and all losses, damages, liabilities, claims, costs, expenses, or judgments including reasonable attorneys' fees incurred in connection with such claims.

7. Upon execution of this Agreement, Franchisee shall return to Bruster's or its designee any merchandising, sales or other materials utilized in Bruster's business which display any of the Bruster's trademarks or trade names or which were purchased from Bruster's or which are generally utilized by Bruster's and/or its franchisees in the Bruster's business, unless such materials have been determined by Bruster's to be properly transferable to the new franchisee of the Franchise. Franchisee

shall also turn over to Bruster's or its designee all copies of Bruster's Operating Manual, "To Do List" and other Bruster's business system information in its possession or under its control.

8. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement, and may not be subject to any modification without the written consent of the parties.

9. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, which laws shall control in the event of any conflict of law.

10. This Agreement shall be for the benefit of and be binding upon the parties and their respective representatives, successors and assigns.

11. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

12. In the event that Bruster's retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

13. Franchisee agrees it has had a relationship with Bruster's at its offices in Pennsylvania and that, with the exception of Bruster's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisee arising out of or relating to this Agreement shall be commenced, litigated and concluded in the Commonwealth of Pennsylvania pursuant to the forum selection provisions of the Franchise Agreement.

[Signature Page to Follow]

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

Attest:

BRUSTER'S, a Pennsylvania Limited Partnership
BRUSTER'S ICE CREAM, INC.

_____

Kim Ellis, VP of Franchise Development

BY: _____

James M. Sahene, CEO

[when franchisee is legal entity use this signature line]

Attest:

_____

, Secretary

Entity: _____

BY: _____

, President

[when franchisee is an individual use this signature line]

Witness:

_____

_____

[individual name]

EXHIBIT 7

MUTUAL GENERAL RELEASE
(Termination)

RELEASE AGREEMENT

This Release Agreement ("Agreement") is made as of this _____ day of _____, 20____, by and between Bruster's, a Pennsylvania limited partnership, with its principal offices at 730 Mulberry Street, Bridgewater, Beaver County, Pennsylvania 15009 ("Bruster's"), and _____ (the "Franchisee").

BACKGROUND

1. Franchisee entered into a Franchise Agreement dated _____ (the "Franchise Agreement") with Bruster's pursuant to which Franchisee was granted the right and undertook the obligation to operate a Bruster's Ice Cream Shoppe (the "Franchise").

2. Franchisee now desires to terminate the Franchise Agreement and its interest in the Franchise without cause and Bruster's is willing to accept such termination pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Franchisee is terminating the Franchise Agreement and its interest in the Franchise (the "Termination") and Bruster's hereby consents to the Termination.

2. Bruster's and Franchisee hereby acknowledge and agree that, except for the obligations set forth in this Agreement, from and after the Termination, neither Bruster's nor Franchisee shall have any rights against or obligations to the other in respect of the Franchise Agreement.

3. Notwithstanding the foregoing, the parties agree that Franchisee shall be bound by all of the post-termination covenants contained in the Franchise Agreement including, without limitation, the confidentiality provisions and the post-term covenants restricting competition.

4. The parties hereto, for themselves and all persons and entities claiming by, through or under them, release, acquit and forever discharge the other and their former or current agents, partners,

officers, employees, representatives, shareholders, directors, servants, representatives, affiliates, successors and assigns (the "Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which the parties, by themselves, on behalf of, or in conjunction with any other person, persons, entity, partnership or corporation had, has or claims to have against the Releasees including specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, and causes of action arising out of, pursuant to, or related to the Franchise Agreement, and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement, connected with or related to the Franchise Agreement.

5. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement, and may not be subject to any modification without the written consent of the parties.

6. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and such laws, except Pennsylvania conflict of laws principals, which shall be disregarded, shall control in the event of any conflict of law.

7. This Agreement shall be for the benefit of and be binding upon the parties and their respective representatives, successors and assigns.

8. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

9. In the event that either party retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

10. Franchisee agrees it has had a relationship with Bruster's at its offices in Beaver County, Pennsylvania and that, with the exception of Bruster's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisee arising out of or relating to this Agreement shall be commenced, litigated and concluded in the Commonwealth of Pennsylvania, County of Beaver.

[Signature Page to Follow]

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

Attest:

BRUSTER'S, a Pennsylvania Limited Partnership,
by BRUSTER'S ICE CREAM, INC.,
General Partner:

_____
Kim Ellis, VP of Franchise Development

BY: _____
James M. Sahene, CEO

[When Franchisee is legal entity use this signature line]

Attest:

Entity: _____

_____
, Secretary

BY: _____
, President

[When Franchisee is an individual, or individuals, use this signature line]

By:

_____
, Franchisee

_____
, Franchisee

EXHIBIT 8

DEVELOPMENT AGREEMENT

Development Agreement

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, _____, by and between BRUSTER'S, a Pennsylvania limited partnership (hereinafter referred to as "Franchisor", "we" and "Bruster's"), and _____, a _____ (hereinafter referred to as "Franchisee" or "you").

1. We entered into _____ Bruster's Franchise Agreements (the "**Franchise Agreements**") under which you agreed to establish and operate _____ Bruster's ice cream shoppes ("**shoppes**") at the locations specified in each of the separate Franchise Agreements, as amended by Section 5 of this Agreement. This Agreement also specifies the terms that apply to you as a multi-unit developer. You are paying to us the non-refundable sum of _____ in connection with entering into this Agreement, and as the Initial Franchise Fee for all of the Franchise Agreements, as further described in Section 5.4 below.

2. You agree to establish each of the shoppes according to the development schedule that is specified in section 6 of this Agreement. That schedule is referred to as the "**Development Schedule**" in this Agreement.

3. The term of this Development Agreement starts on the date when both parties have signed below, and ends on the last date specified in the Development Schedule, unless this Development Agreement is sooner terminated (the "**Term**").

4. This Development Agreement does not confer upon you any license to use, in any manner whatsoever, Bruster's trademarks, trade names, or system. To the extent that we are licensing those rights to you, that license is set out under the Franchise Agreement

5. In order to implement the terms of this Development Agreement, the following provisions of the Franchise Agreements shall be amended as follows:

   5.1 Section 6.4b of the **second** Franchise Agreement, addressing the term of said Franchise Agreement, shall be amended to read as follows:

   Except as otherwise provided herein, Franchisee shall complete all construction and improvements (including all exterior and interior carpentry; electrical, painting and finishing work; and installation of all furnishings, fixtures, equipment, and signs) and open the Unit for business within two years of the date of execution of the Franchise Agreement, unless this Agreement is sooner terminated in accordance with the provisions hereof.

   5.2 Section 6.4b of the **third** Franchise Agreement, addressing the term of said Franchise Agreement, shall be amended to read as follows:

Except as otherwise provided herein, Franchisee shall complete all construction and improvements (including all exterior and interior carpentry; electrical, painting and finishing work; and installation of all furnishings, fixtures, equipment, and signs) and open the Unit for business within three years of the date of execution of the Franchise Agreement, unless this Agreement is sooner terminated in accordance with the provisions hereof.

5.3 Section 6.4b of the **fourth** Franchise Agreement, addressing the term of said Franchise Agreement, shall be amended to read as follows:

Except as otherwise provided herein, Franchisee shall complete all construction and improvements (including all exterior and interior carpentry; electrical, painting and finishing work; and installation of all furnishings, fixtures, equipment, and signs) and open the Unit for business within four years of the date of execution of the Franchise Agreement, unless this Agreement is sooner terminated in accordance with the provisions hereof.

5.4 Notwithstanding the terms of Section 5.1 of each of the Franchise Agreements, in consideration for the payment to us of _____as noted in Section 1 of this Agreement, you are not required to pay to us an additional Initial Franchise Fee under any of the Franchise Agreements. This _____ payment is non-refundable.

5.5 Section 4.10 of the second, third and fourth Franchise Agreements are amended to reflect that the date by which you must acquire or lease/sublease, at your expense, commercial real estate that is properly zoned for the use of an ice cream shoppe, at a site we have approved, is as follows:

	Lease acquisition date (after execution)	Shoppe opening date (after execution)
UNIT 1		
UNIT 2		
UNIT 3		
UNIT 4		

6. The parties agree that the provisions of the following sections of the Franchise Agreement are incorporated by reference into this Development Agreement (except that references to "Franchisee" in those provisions refer to you under this Development Agreement, and references to "Franchisor" in those provisions refer to us or Bruster's under this Development Agreement):

6.1 Section 11 - Insurance
6.2 Section 12 - Transfer of Interest (but also see Section 7 below)
6.3 Section 13 - Default and Termination (but also see Section 8 below)
6.4 Section 14 - Obligations Upon Termination or Expiration
6.5 Section 15 - Covenants
6.6 Section 16 - Taxes, Permits, and Indebtedness
6.7 Section 17 - Independent Contractor and Indemnification
6.8 Section 18 - Force Majeure
6.9 Section 19 - Approvals and Waivers
6.10 Section 20 – Miscellaneous

20.1 Notices
20.5 Severability and Construction
20.6 Applicable Law and Dispute Resolution
20.13 Acknowledgments

7. In addition to the provisions of Section 6.2 above, you understand and agree that we have entered into this Development Agreement in reliance on your promise and commitment to establish and operate four Shoppes, and that as a result, you agree that it would not be unreasonable for Bruster's to withhold its consent to a transfer of some, but not all, of the Franchise Agreements separate from one another, and in any case, separate from the rights set forth under this Agreement (if this Development Agreement has not at the time of a proposed transfer either expired or terminated).

8. In addition to the provisions of Section 6.3 above, you will be in default under this Development Agreement if you do not meet your obligations under the Development Schedule or if any other agreement between you (and/or your affiliates) and Bruster's is terminated. If you are in default under this Development Agreement, we will have the right to terminate this Development Agreement by giving you written notice of termination, which will take effect immediately (unless otherwise required under applicable law).

9. This Development Agreement, together with the provisions that are incorporated by reference pursuant to Sections 5 and 6 above, together constitute the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced you to execute this Development Agreement. The parties acknowledge and agree that they relied only on the words printed in this Development Agreement in deciding whether to enter into this Development Agreement. Except for those permitted to be made unilaterally by us hereunder, no amendment, change, or variance from this Development Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Development Agreement in duplicate on the day and year first above written.

Bruster's, A Pennsylvania Limited Partnership	**COMPANY NAME**
By:	By:
Printed Name: James M. Sahene	Printed Name:
Title: CEO	Title: Owner
Date:	Date:
Address For Notices:	**Address For Notices:**
730 Mulberry Street Bridgewater, PA 15009 Attn: Kim Ellis Telephone: 724-774-4250 Email: kellis@Brusters.net Fax: 724-774-0666	Name Address Telephone: Fax: Email:

EXHIBIT 9

UNCONDITIONAL PERSONAL GUARANTY OF CORPORATE OBLIGATIONS AND COVENANT NOT TO COMPETE

UNCONDITIONAL PERSONAL GUARANTY OF CORPORATE OBLIGATIONS AND COVENANT NOT TO COMPETE

_____("Guarantor"), as a material inducement to and in consideration of Bruster's ("Franchisor") entering into a written Franchise Agreement (the "Agreement") dated the date hereof, pursuant to which Franchisor licenses _____ _____("Franchisee") to operate a Unit (as that term is defined in the Agreement), unconditionally guarantees the full performance of each and every term, condition and covenant of the Agreement to be performed by Franchisee, including the payment of all franchise, royalty and advertising fees and other expenses to accrue thereunder, as well as the full performance of each and every term, condition and covenant to be performed by Franchisee under any other agreement executed or to be executed between Franchisor and Franchisee, including but not limited to, promissory notes, leases, subleases and supply agreements. The Agreement and all other agreements between Franchisor and Franchisee are hereinafter referred collectively to as the "Agreements".

Guarantor further agrees as follows:

1. This Guaranty shall continue in favor of Franchisor notwithstanding any forbearance under, or extension, modification or alteration of any of the Agreements entered into by and between the parties thereto, or their successors or assigns, or the impairment or suspension of Franchisor's rights or remedies against Franchisee or the assignment of any of the Agreements by Franchisee with or without the consent of Franchisor.

2. Franchisor may, without notice, assign this Guaranty in whole or in part.

3. The liability of Guarantor hereunder is primary and independent of that of Franchisee with respect to any right of action which accrues to Franchisor under any of the Agreements, and Franchisor may, at its sole option, proceed against Guarantor, or any of them, without having exercised any or all of its rights or remedies against Franchisee or Guarantor, commenced any action or obtained any judgment against Franchisee, or exercised any other remedy in Franchisor's power.

4. Until all of Franchisee's obligations to Franchisor under each of the Agreements has been discharged in full, Guarantor shall have no right of subrogation against Franchisee and waives any right to enforce any remedies that Guarantor now has, or later may have, against Franchisee.

5. Guarantor shall pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Franchisor in the enforcement of this Guaranty.

6. No failure on the part of Franchisor to pursue any remedy hereunder or under the Agreements shall constitute a waiver on Franchisor's part of the right to pursue said remedy on the basis of the same or a subsequent breach.

7. Guarantor agrees to and acknowledges that he is bound by every provision of the Agreements, including provisions that may apply after the termination of the Agreements, including but not limited to the confidentiality requirements contained in Section 13 of the Agreement; the covenants not to compete contained in Section 15 of the Agreement; the obligations following termination or expiration of the Agreement contained in Section 17 of the Agreement; and the dispute resolution provisions contained in Section 19 of the Agreement.

8. The terms and provisions of the Guaranty shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties herein named.

9. Guarantor agrees that it shall not sell, assign or transfer any ownership interests in the Franchisee without the prior written consent of Franchisor.

Intending to be legally bound, Guarantor has executed this Guaranty on the _____day of _____, _____.

[GUARANTOR]

_____

[SPOUSE]

_____

EXHIBIT D

FINANCIAL STATEMENTS

william d. leicht
& associates
certified public accountants

State of California

Consent of Independent Accountants

We hereby consent to the use, in the Franchise Disclosure document, for the State of California, our audit report to the audited financial statements of Bruster's Limited Partnership and Subsidiary as of December 31, 2019 and December 31, 2018 which appear in such a Franchise Disclosure document.

Boardman, Ohio
March 23, 2020

725 Boardman-Canfield Rd. M-2 Youngstown, Ohio 44512 Ph. (330) 758-8395 Fax (330) 758-7927

BRUSTER'S LIMITED PARTNERSHIP AND SUBSIDIARY

(A PENNSYLVANIA LIMITED PARTNERSHIP)

YEARS ENDED DECEMBER 31, 2019 and 2018

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Partner
Bruster's L.P. and Subsidiary
Bridgewater, PA

We have audited the accompanying financial statements of Bruster's L.P. a Pennsylvania Limited Partnership and Subsidiary which comprise the balance sheets as of December 31, 2019 and 2018 and the related statements of income, partner's capital and cash flows for the years then ended, and related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bruster's L.P. and Subsidiary as of December 31, 2019 and 2018 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

William D. Leicht, CPA
Boardman, Ohio
March 23, 2020

BRUSTER'S LIMITED PARTNERSHIP AND SUBSIDIARY

Notes to Consolidated Financial Statements
Years Ended December 31, 2019 and 2018

NOTE 1 – ORGANIZATION

Bruster's (the Partnership) is a Pennsylvania limited partnership formed on March 17, 1993. The Partnership is in the business of granting rights for the operation of ice cream shoppes under the trade name of BRUSTER'S, offering ice cream and yogurt to the general public. Franchises are located primarily in the eastern United States.

NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting. The following summarizes the significant accounting policies followed.

Principles of Consolidation

The consolidated financial statements include the accounts of Bruster's Limited partnership and its wholly owned subsidiary. All significant intercompany balances and transactions have been eliminated.

Franchising Operations

The partnership grants a franchise agreement to open and operate an ice cream shoppe in an exclusive area. An initial franchise fee of $30,500 is normally required, payable at the signing of the franchise agreement.

The Partnership is obligated, in accordance with the terms of the franchise agreement, to provide the following supervision assistance and services: site approval, shoppe design criteria, training and pre-opening assistance, operational manual and certain continuing assistance. A weekly royalty of 5% is payable to the Partnership based upon the franchised ice cream shoppe's net sales. The franchisor also retains the right to request up to 3% of monthly net sales as a marketing fee.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Throughout 2019 and 2018, the Partnership charged the franchisees 3% of monthly net sales as a marketing fee. In return, the Partnership acted as an agent by placing advertisements and conducting other marketing activities on behalf of the shoppes. Cash received by the Partnership was segregated for the sole purpose of paying for marketing expenses and is classified as restricted cash in the accompanying balance sheet. The offsetting liability is classified as a marketing escrow.

The Partnership has coordinated the production and distribution of gift cards to the stores for retail sale. The funds collected from the stores are held as restricted cash on the accompanying balance sheet. The offsetting liability is classified as a gift card escrow. A portion of these funds is expensed to pay for the production and distribution of the gift cards to the stores.

Franchise Revenue Recognition

The Partnership recognizes franchise fees as revenue when the franchised ice cream shoppe commences operations. The franchise fees are classified as deferred revenue until that time. At December 31, 2019 and 2018 , there were approximately 45 and 43 shoppes that had not commenced operations.

Revenue Recognition Policy for Royalties

Royalty revenue is recognized by the Partnership upon fulfillment of its contractual obligations and upon determination of a fixed royalty amount and, in the case of ongoing royalties, upon sale by the franchisees of royalty-bearing products, as estimated by the Partnership. The Partnership collects a weekly royalty of 5% from all of the franchised shoppes. The Partnership also collects a royalty form a supplier, who supplies ice cream mix to the franchisees. This royalty is based on the gallons of ice cream mix sold to the franchisees.

Restricted Cash

The Partnership cash balance as reported in the accompanying balance sheet as of December 31, 2019 and 2018 includes segregated cash of $74,878 and $25,432 respectively which has been received from the franchisees for the specific purposes of advertising and gift cards. The aforementioned cash is segregated into separate checking and savings accounts.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Restricted Receivables and Payables

The Partnership has a receivable and an offsetting payable for receivables restricted for the marketing and gift card funds. The marketing fund receives a 3% royalty from the franchisees for advertising. This amount is shown as a receivable and a payable on the books of the Partnership because the receivables collected are due back to the marketing fund for advertising to be done on behalf of the franchisees. Gift cards are also purchased by the franchisees and a receivable is set up for the amounts purchased. This amount is also shown as a receivable and a payable on the books of the Partnership because the receivables collected are due to the gift card fund. At December 31, 2019 and 2018 restricted receivables were $25,620 and $23,446, respectively.

Income Taxes

The Partnership is not subject to federal and state income taxes. Partners are required to report their distributive shares of the Partnership's income, gains, losses, deductions, and credits for the taxable year on their respective income tax returns.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimated.

BRUSTER'S LIMITED PARTNERSHIP AND SUBSIDIARY

Consolidated Balance Sheet

	December 31, 2019	2018
ASSETS		
Current Assets		
Cash	$ -	$ 1,630
Restricted Cash - Marketing Fund	74,878	4,271
Restricted Cash - Gift Card Fund	25,432	8,559
Royalties Receivable	54,557	81,039
Restricted Receivables	25,620	23,446
Titusville Receivables	66,455	54,312
Investment	2,000	2,000
Current Portion of Affiliate Note	425,168	478,080
Total Current Assets	674,110	653,337
Note Receivable from affiliate	5,454,887	5,880,055
Less current portion	425,168	478,080
Note Receivable from affiliate	5,029,719	5,401,975
Total Assets	$ 5,703,829	$ 6,055,312
LIABILITIES		
Current Liabilities		
Bank Overdraft	16,719	-
Deferred Revenue	787,000	1,083,000
Marketing Fund Escrow	74,878	4,271
Investment	2,000	-
Gift Card Fund Escrow	25,432	8,559
Restricted Payables	25,620	23,446
Total Current Liabilities	931,649	1,119,276
Partners' Capital	4,772,180	4,936,036
Total Liabilities and Partners' Equity	$ 5,703,829	$ 6,055,312

The accompanying notes are an integral part of the consolidated financial statements.

BRUSTER'S LIMITED PARTNERSHIP AND SUBSIDIARY

Consolidated Statements of Income

December 31,

	2019	2018
REVENUES		
Royalty	$ 5,132,697	$ 4,872,348
Franchise	748,500	330,000
Interest Income	326,263	329,615
Total Revenue	6,207,460	5,531,963
COST AND EXPENSES		
Management Fees	4,920,000	4,920,000
Bank Service Charge	3,605	3,786
Bad Debts	2,075	3,636
Professional Fees	10,368	18,130
Total Costs and Expenses	4,936,048	4,945,552
NET INCOME	$ 1,271,412	$ 586,411

The accompanying notes are an integral part of the consolidated financial statements.

BRUSTER'S LIMITED PARTNERSHIP AND SUBSIDIARY
Consolidated Statements of Partners' Capital

	December 31, 2019	2018
Beginning Partners' Capital	4,934,036	4,573,033
Less Distributions	(1,433,268)	(225,408)
Partnership Income	1,271,412	586,411
Ending Partners' Capital	$ 4,772,180	$ 4,934,036

The accompanying notes are an integral part of the consolidated financial statements.

BRUSTER'S LIMITED PARTNERSHIP AND SUBSIDIARY

Combined Statements of Cash Flows

December 31,

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$ 1,271,412	$ 586,411
Adjustments to reconcile net income to net cash (used in) provided by operating activities		
(Increase) decrease in operating assets:		
Royalties	26,482	9,238
Restricted Receivable	(2,175)	4,523
Unrestricted Receivable	304,085	(75,560)
Increase (decrease) in operating liabilities:		
Deferred Revenue	(296,000)	(100,000)
Marketing Fund Escrow	70,607	2,839
Gift Card Fund Escrow	16,873	445
Restricted payable	2,175	(4,523)
Net cash provided by (used in) operating activities	122,047	(163,038)
CASH FLOWS FROM INVESTING ACTIVITIES		
Advance to affiliate	(29,321)	(229,730)
Investment	--	--
Net Distributions	(1,433,268)	(225,408)
Net change in restricted cash	87,480	3,284
Net cash provided by (used in) investing activities	(1,375,109)	(451,854)
Increase (Decrease) in cash	(18,350)	(28,481)
CASH BEGINNING OF YEAR	1,630	30,111
CASH, END OF YEAR	$ (16,720)	$ 1,630

The accompanying notes are an integral part of the consolidated financial statements.

BRUSTER'S LIMITED PARTNERSHIP AND SUBSIDIARY

Notes to Consolidated Financial Statements
Years Ended December 31, 2019 and 2018

NOTE 1 – ORGANIZATION

Bruster's (the Partnership) is a Pennsylvania limited partnership formed on March 17, 1993. The Partnership is in the business of granting rights for the operation of ice cream shoppes under the trade name of BRUSTER'S, offering ice cream and yogurt to the general public. Franchises are located primarily in the eastern United States.

NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting. The following summarizes the significant accounting policies followed.

Principles of Consolidation

The consolidated financial statements include the accounts of Bruster's Limited partnership and its wholly owned subsidiary. All significant intercompany balances and transactions have been eliminated.

Franchising Operations

The partnership grants a franchise agreement to open and operate an ice cream shoppe in an exclusive area. An initial franchise fee of $30,500 is normally required, payable at the signing of the franchise agreement.

The Partnership is obligated, in accordance with the terms of the franchise agreement, to provide the following supervision assistance and services: site approval, shoppe design criteria, training and pre-opening assistance, operational manual and certain continuing assistance. A weekly royalty of 5% is payable to the Partnership based upon the franchised ice cream shoppe's net sales. The franchisor also retains the right to request up to 3% of monthly net sales as a marketing fee.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Throughout 2019 and 2018, the Partnership charged the franchisees 3% of monthly net sales as a marketing fee. In return, the Partnership acted as an agent by placing advertisements and conducting other marketing activities on behalf of the shoppes. Cash received by the Partnership was segregated for the sole purpose of paying for marketing expenses and is classified as restricted cash in the accompanying balance sheet. The offsetting liability is classified as a marketing escrow.

The Partnership has coordinated the production and distribution of gift cards to the stores for retail sale. The funds collected from the stores are held as restricted cash on the accompanying balance sheet. The offsetting liability is classified as a gift card escrow. A portion of these funds is expensed to pay for the production and distribution of the gift cards to the stores.

Franchise Revenue Recognition

The Partnership recognizes franchise fees as revenue when the franchised ice cream shoppe commences operations. The franchise fees are classified as deferred revenue until that time. At December 31, 2019 and 2018 , there were approximately 45 and 43 shoppes that had not commenced operations.

Revenue Recognition Policy for Royalties

Royalty revenue is recognized by the Partnership upon fulfillment of its contractual obligations and upon determination of a fixed royalty amount and, in the case of ongoing royalties, upon sale by the franchisees of royalty-bearing products, as estimated by the Partnership. The Partnership collects a weekly royalty of 5% from all of the franchised shoppes. The Partnership also collects a royalty form a supplier, who supplies ice cream mix to the franchisees. This royalty is based on the gallons of ice cream mix sold to the franchisees.

Restricted Cash

The Partnership cash balance as reported in the accompanying balance sheet as of December 31, 2019 and 2018 includes segregated cash of $74,878 and $25,432 respectively which has been received from the franchisees for the specific purposes of advertising and gift cards. The aforementioned cash is segregated into separate checking and savings accounts.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Restricted Receivables and Payables

The Partnership has a receivable and an offsetting payable for receivables restricted for the marketing and gift card funds. The marketing fund receives a 3% royalty from the franchisees for advertising. This amount is shown as a receivable and a payable on the books of the Partnership because the receivables collected are due back to the marketing fund for advertising to be done on behalf of the franchisees. Gift cards are also purchased by the franchisees and a receivable is set up for the amounts purchased. This amount is also shown as a receivable and a payable on the books of the Partnership because the receivables collected are due to the gift card fund. At December 31, 2019 and 2018 restricted receivables were $25,620 and $23,446, respectively.

Income Taxes

The Partnership is not subject to federal and state income taxes. Partners are required to report their distributive shares of the Partnership's income, gains, losses, deductions, and credits for the taxable year on their respective income tax returns.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimated.

NOTE 3 – PARTNERSHIP DISTRIBUTION

No partnership distributions were made during 2019 and 2018.

NOTE 4 – MANAGEMENT ACTIVITY

Effective January 1, 1994, the Partnership entered into an agreement with an affiliated company, a Pennsylvania Business Trust, for management services to be provided on behalf of the Partnership. Management services to be performed include the aforementioned supervision assistance and services, partnership accounting and related payroll activities. For the year ended December 31, 2019 and 2018, management fees of $4,920,000 respectively were paid to this affiliate.

NOTE 5 – NOTE RECEIVABLE FROM AFFLIATE

In 2005, the Partnership entered into an agreement with an affiliated company, a Pennsylvania Business Trust, for a note receivable. The note is receivable over a term of 20 years and charges interest to the affiliate at 6%. As of December 31, 2019 the note receivable from affiliate was $5,880,055
The maturity for this note receivable for the next five years is as follows:

Year Ended December 31:

2020	501,594
2021	516,993
2022	529,918
2023	593,046
2024	652,351

NOTE 6 – RELATED PARTIES

During 2014, Bruster's L.P. transacted business with Bruce Reed Business Trust and BAA Partners L.P. Both related entities are controlled by Bruce Reed, founder of Bruster's L. P. for further explanation of the related party transactions. see Notes 2, 4 and 5 to the financial statements.

NOTE 8 – FRANCHISING ACTIVITY

The following is a table showing the status of the Partnership's franchising activity at year end:

	2019	2018
Number of shoppes with signed Franchise/Development Agreement – not opened	42	46
Number of ice cream shoppes open:		
Franchised	175	179
Non-franchised	1	2
Total	176	181
Number of shoppes closed	10	5
Total open	176	181

Deferred revenue associated with shops that have not opened at December 31, 2019 and 2018 amounted to $787,000 and $1,183,000, respectively.

The Non-franchised and Franchised shoppes owned and operated by related parties (Bruce Reed, founder and Bruce Reed Business Trust (BRBT) are as follows:

	Owned	Operated
Non-franchised		
Bridgewater	Bruce Reed	BRBT
Franchised		
Hermitage	Bruce Reed	BRBT

Note 9 – Report release

The financial statements were completed and approved for distribution by management on March 23, 2020.

EXHIBIT E

ADDENDA TO DISCLOSURE DOCUMENT

ADDENDUM TO THE BRUSTER'S 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 DISCLOSURE DOCUMENT.

Section 31125 of the California Corporations Code requires us 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.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

The franchise agreement does not require binding arbitration. If both parties do agree to submit to arbitration, it would take place in Beaver County, Pennsylvania with the costs being borne by both parties. If Franchisor prevails, Franchisee agrees to indemnify Franchisor for all expenses including all reasonable attorney's fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 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.

Item 3 is supplemented as follows:

Neither the franchisor nor any person listed in Item 2 of the UFDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

Item 17 is supplemented as follows:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchise concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A.Sec.101 et seq.).

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.

The franchise agreement requires application of the laws of the Commonwealth of Pennsylvania. This provision may not be enforceable under California law.

ADDENDUM TO THE BRUSTER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF FLORIDA

The issuance date of this Disclosure Document for the State of Florida is June 17, 2020.

ADDENDUM TO THE BRUSTER'S DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

1. The General Release required as a condition of the sale, renewal and/or assignment/transfer, which is disclosed in Item 17, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The nonrefundable New Franchise Services Fee, which is disclosed in Item 5, that is paid to Bruster's for a Unit of $35,000.00 and any other initial fees and payments shall, within forty eight (48) hours of receipt, be deposited into an escrow account with Wells Fargo Bank, NA until the obligations of Bruster's for the opening of your Unit are completed.

3. Item 17(v) is amended to add the following: "A Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Claims must be brought within 3 years after the grant of the franchise."

ADDENDUM TO THE BRUSTER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NEW YORK

Item 3 is supplemented as follows:

Neither the franchisor, any person nor franchise sales agent identified in Item 2:

(i) Has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) 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;

(ii) Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, 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;

(iii) Is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practices law as a result of a concluded or pending action or proceeding brought by a public agency.

Item 4 is supplemented as follows:

Neither the franchisor nor any officer or general partner of the franchisor has during the 15 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 1 year after the period that such officer or general partner of the franchisor held such position in such company or partnership, or whether any such company or partnership, or whether any such bankruptcy or reorganization proceeding has been commenced.

Item 17 is supplemented as follows:

The choice of law provision in Item 17 should not be considered a waiver of any right conferred upon the Franchisee by the GBL of the State of New York, Article 33.

ADDITIONAL RISK FACTORS:

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 STATED IN THIS PROSPECTUS.

Franchisor's registered agent in this state authorized to receive service of process:

Secretary of State of the State of New York
41 State Street
Albany, New York 11231

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this addendum concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISOR:	FRANCHISEE:
BRUSTER'S ICE CREAM, INC. General Partner	_____
By: _____ James M. Sahene, CEO	By: _____ Name, Title

The issuance date of this Disclosure Document for the State of New York is October 2, 2019..

ADDENDUM TO THE BRUSTER'S DISCLOSURE DOCUMENT FOR THE STATE OF OHIO

READ THIS CAREFULLY – The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any other business opportunity plan. If you have any questions about this plan, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.

Disclosures Required by Ohio Law

(a) Seller – Bruster's Limited Partnership, with principal business address of 730 Mulberry Street, Bridgewater, PA 15009.

(b) The seller does business under the name "Bruster's Real Ice Cream."

(c) The trademark under which a prospective purchaser will be operating is as follows:

(d) The initial franchise fee is $35,000 for each unit. The estimated initial investment required, including the initial franchise fee and other payments, ranges from $270,000 to $1,315,000. This range covers both endcap and freestanding units.

(e) The initial payment is not refundable under any circumstances.

(f) Bruster's franchises the right to sell ice cream and yogurt under Bruster's trade name, and has done so since 1993. Bruster's will assist with selection of an engineer and contractor, review/approve engineers' drawings, assist with business plan/financing, manage projects, conduct employee training and offer store opening assistance. Bruster's will also assist with site selection, lease negotiations, design and initial training prior to opening. On an ongoing basis, Bruster's will offer management advice, system advice, operations assistance, special discount programs, inspections, manuals and advertising.

(g) Neither Bruster's nor any affiliate of Bruster's offers direct or indirect financing. Neither Bruster's nor any affiliate of Bruster's guarantees any of its franchisees' obligations. Bruster's does not arrange financing. Accordingly, Bruster's does not receive any fee in that regard.

(h) There is no buy-back arrangement, nor is the franchisee's initial payment secured in any manner.

(i) Bruster's has offered the Bruster's business opportunity plan since 1993, and has never offered any other business opportunity plan.

(j) There were two (2) business opportunity plans sold by Bruster's operating in Ohio at the end of 2019. There were one hundred seventy three (174) business opportunity plans sold by Bruster's operating in all other states at the end of 2019.

(k) You must provide your customers with the ice cream, yogurt, food products, beverages and services that Bruster's may specify from time to time as "required goods and services." You may not provide goods or services to customers unless Bruster's has designated them in writing as the required goods and services or those that Bruster's may occasionally in writing designate as among "optional goods and services." Also, you may be limited in the products and/or services that may be offered by the terms of the lease of your unit.

Bruster's has the right to add goods and services that you are required to offer. There are no limits on our rights to do so. You are required to accept Bruster's gift cards and coupons from corporate or other franchises. You are also required to sell Bruster's gift cards.

Bruster's may occasionally test alternative methods of preparing ice cream, yogurt, food or beverages, new products, new beverages, or different services at our units or elsewhere, without requiring or permitting such method of preparation in your unit.

You may apply to Bruster's for permission to add your own food for which no standards and specifications exist to the list of optional foods and services being offered by Bruster's. We may, at our option and on such conditions as we deem advisable, grant or deny such request.

You are not limited in the customers to whom you may sell ice cream, yogurt, food products, beverages or services, except that you must confine your operation to the premises of the unit and you must not sell to any customers on a wholesale basis without written permission from Bruster's, or by catalog sales, the Internet or direct mail. Bruster's can give or withhold permission at its sole discretion.

You are initially granted an area in which to select a site for approval by Bruster's. That area may change in size due to the fact that someone having an area adjacent to you might pick a location prior to you picking yours. Once your site has been approved, your store location is your Territory. Subject to the following, Bruster's will not build another store nor allow anyone else to build a Bruster's store, or grant a license to any existing food service establishment to sell Bruster's products within a certain area. This area is your exclusive territory. The minimum area for the exclusive territory in which Bruster's will not build another store nor allow anyone else to build a Bruster's store, or grant a license to any existing food service establishment to sell Bruster's products would be a radius that includes 75,000 people up to six-miles. Bruster's reserves the right to build another store or allow someone else to build a Bruster's store within the exclusive territory in unusual circumstances, including certain urban areas, or when there is significant foot traffic, such as in stadiums, arenas, and airports.

(l) Bruster's charges the transferee a transfer fee of $20,000 to transfer the entire business opportunity plan or more than a 49% interest in the business opportunity plan.

The Franchisee may transfer the business opportunity plan if the Bruster's store being transferred is or was at one time open and operating; if the Franchisee is not in default under any provision of the Franchise Agreement; if Franchisee and Franchisor have executed mutual general releases; if the transferee meets all requirements for a new franchise; if the transferee executes the current form of Franchise Agreement and any other documents reasonably requested by Franchisor; if transferee is not a competitor, employee or former employee of Franchisor; if transferee completes Franchisor's training program for new franchisees.

(m) Franchisor may at its option and in its sole and absolute discretion terminate the business opportunity plan without notice and without an opportunity for Franchisee to correct a condition of default under any of the following conditions:

(1) If Franchisee fails to pay any fees or other amounts due to Franchisor, including, but not limited to, franchise fees, royalty fees or advertising fees, within ten (10) days after receiving notice that such fees or other amounts are overdue, time being of the essence;

(2) If Franchisee files or has filed against it, a petition in bankruptcy or is judicially determined to be insolvent, or all or a substantial part of the property of Franchisee or the Unit is assigned to or for the benefit of any creditor or creditors, or if Franchisee admits its inability to pay its debts as they become due;

(3) If Franchisee abandons the Unit by failing to operate it for at least five (5) consecutive days during which Franchisee is required to operate the Unit, or for any period less than five (5) days after which it is not unreasonable under the facts and circumstances for Franchisor to conclude Franchisee does not intend to continue to operate the Unit, unless such failure is due to fire, flood, earthquake or other force majeure cause beyond Franchisee's control, but not including any financial inability of Franchisee to operate the Unit; provided, however, that Franchisor, in its sole discretion, may allow Franchisee to suspend operations at the Unit once each year for a period of up to sixty (60) consecutive days;

(4) If Franchisee fails for a period of ten (10) days to comply in any material respect with any federal, state or local law or regulation applicable to the operation of the Unit. In the event such law or regulation impacts on health, sanitation or safety, Franchisee shall be required to cure same immediately and no ten (10) day period will apply;

(5) If Franchisee, after curing any default engages in the same noncompliance, whether or not such noncompliance is corrected after notice, or if Franchisee repeatedly fails to comply with one or more of its requirements, whether or not corrected after notice;

(6) If any material portion of the property of Franchisee is seized, taken over or foreclosed upon by a government agency in the exercise of its authority, or seized, taken over or foreclosed upon by a creditor, lien holder or lessor of Franchisee, and is not released or bonded within thirty (30) days, or if a levy of execution has been made upon the franchise or upon a material portion of the property used by Franchisee and the levy is not discharged within fifteen (15) days of the levy;

(7) If Franchisee, or any of its officers, directors or shareholders, if it is a corporation, or partners, if it is a partnership, is convicted of, or pleads no contest to a felony of any type or to any criminal misconduct which is relevant to the Unit;

(8) If Franchisee violates any of the noncompetition or confidentiality provisions of the Franchise Agreement;

(9) If Franchisee intentionally under-reports its Net Sales for any period or under-reports its Net Sales in excess of ten percent (10%) for any three (3) month period; or

(10) If Franchisee is in default under the terms of the lease for the Premises or is more than thirty (30) days past due in its payments due under such lease.

(11) If Franchisee has made any material misrepresentation in the negotiation and execution of its Franchise Agreement or if Franchisee engages in conduct which adversely reflects upon the operation and/or reputation of the Franchisor;

(12) If Franchisee uses the Marks or the System in any manner except as specified in the Franchise Agreement.

In addition to the grounds for immediate termination set forth above, Franchisor may terminate this Agreement at its option for the reasons, and upon the giving of notice or the passage of time, as set forth below:

(1) If Franchisee breaches any material term of the Franchise Agreement other than those specified above, any other agreement between the parties or any agreement between Franchisee and any affiliate of Franchisor and such breach is not cured within the time period allowed by the relevant agreement for the cure of defaults thereunder, if any, or if a breach concerns the Franchise Agreement and no other notice or cure period is provided, within thirty (30) days after Franchisor gives written notice to Franchisee describing the condition which constitutes the breach;

(2) If the lease for the Premises expires or is terminated, or Franchisee otherwise loses its right to possession and use of the Premises, unless Franchisee relocates and reopens the Unit at a location and pursuant to lease terms acceptable to Franchisor within ninety (90) days from the date of the expiration or termination of Franchisee's prior lease or other document of possession;

(3) If Franchisee is more than (60) days past due in its obligations to suppliers and/or trade creditors in an amount exceeding Ten Thousand Dollars ($10,000);

provided, however, that in the event Franchisee's failure to pay its suppliers and/or trade creditors is the result of a bona fide dispute with such supplier or trade creditor, notice of which has been given to Franchisor, and Franchisee, diligently and in good faith, is attempting to resolve such dispute, the amount of the disputed claim shall not be included in making the determination of the dollar limitation set forth above; or

(4) If Franchisee fails to comply with any of the reporting requirements within thirty (30) days after notice of such failure is given by Franchisor.

If a default under this Agreement is not cured within the time period allowed, if any, and following the provision by Franchisor of any required notice, the business opportunity plan may be terminated at Franchisor's sole option, without further notice of the expiration of the time allowed, if any, to cure such default.

The business opportunity plan may be repurchased at Bruster's option.

(n) There were zero (0) business opportunity plans terminated by Bruster's in 2019.

(o) Franchisee may terminate the Franchise Agreement in the event of a material breach by Franchisor of its covenants if such breach remains uncorrected for a period of sixty (60) days after Franchisor receives written notice from Franchisee; provided, however, that if such breach is incapable of cure within the aforesaid sixty (60) day period and Franchisor, diligently and in good faith, is attempting to cure such breach, Franchisee shall not have the right to terminate the Franchise Agreement as long as Franchisor is continuing to attempt to cure such breach. There were five (5) business opportunity plans terminated voluntarily by Franchisees in 2018.

(p) Bruster's is not required to secure a bond or establish a trust account pursuant to division (H) of Section 1334.03 of the Ohio Revised Code.

2. (a) Affiliated persons with whom you are required or advised to do business.
Titusville Dairy Products Co.
217 S. Washington Street
Titusville, PA 16354

(b) Bruster's Limited Partnership is the seller. The General Partner of the Limited Partnership is Bruster's Ice Cream, Inc. The officers of Bruster's Ice Cream, Inc. are:

Bruce Reed, President & Vice President
Judy Galand, Treasurer

The Limited Partner of the Limited Partnership is Bruce Reed.

Individuals with management responsibilities are:
Bruce Reed, Founder
Jim Sahene, CEO

David Guido, Senior VP of Operations
Jennifer Brinker, VP of Marketing
Kimberly Ellis, VP of Franchise Development & Legal
Greg Danziger, VP of Franchise Development

(c) Neither the seller nor any other person required to be listed by divisions (b)(2)(a) and (b) of this section of this Disclosure:

(i) Has been convicted or pleaded nolo contendere in a criminal action involving allegations of fraud, embezzlement, fraudulent conversion, misappropriation of property, violation of franchise law or law prohibiting unfair or deceptive practices, during the previous seven years;

(ii) Has been held liable in a civil action, resulting in a final judgment, involving allegations of fraud, embezzlement, fraudulent conversion, misappropriation of property, violation of a franchise law or law prohibiting unfair or deceptive practices, during the previous seven years;

(iii) Is currently subject to an injunction or restrictive order, of any court or state or federal agency, relating to or affecting the sale or elase of business opportunity plans or the terms of any agreement between the seller and a purchaser;

(iv) Has filed a petition in bankruptcy, been adjudged a bankrupt, or has been an officer or director of a business entity that has filed a petition in bankruptcy or been adjudged a bankrupt in the last seven years;

(d) No court or agency is required to be disclosed here.

(e) The business opportunity plans sold by seller, which are located in Ohio are:

Candy Young
49094 Calcutta Smith Ferry Road
East Liverpool, OH 43920
(330)386-6635

Kurt Latell
1300 N. State Street
Girard, OH 44420
(330)545-1000

Date: _____

Received by: _____

ADDENDUM TO THE BRUSTER'S DISCLOSURE DOCUMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

The issuance date of this Disclosure Document for the Commonwealth of Virginia is August 1, 2020.

EXHIBIT F

RIDERS TO THE BRUSTER'S FRANCHISE AGREEMENT

RIDER TO THE BRUSTER'S FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

It is hereby agreed that the Franchise Agreement is amended as follows:

1. The franchise agreement provided for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A.Sec.101 et seq.).

2. 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.

3. The franchise agreement requires application of the laws of the Commonwealth of Pennsylvania. This provision may not be enforceable under California law.

4. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Acts (Business and Professions Code Sections 20000 through 20043).

5. The franchise agreement does not require binding arbitration. If both parties do agree to submit to arbitration, it would take place in Beaver County, Pennsylvania with the costs being borne by both parties. If Franchisor prevails, Franchisee agrees to indemnify Franchisor for all expenses including all reasonable attorney's fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this addendum concurrently with the execution of the Franchise Agreement.

BRUSTER'S ICE CREAM,
a Pennsylvania limited partnership

By: _____
(Signature)

_____
(Print Name)
Title:_____

FRANCHISEE:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

RIDER TO THE BRUSTER'S FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

It is hereby agreed that the Franchise Agreement is amended as follows:

1. The General Release required as a condition of the sale, renewal and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 5.1 is amended by adding the following third paragraph: "The New Franchise Services Fees that are paid to Franchisor and any other initial fees and payments shall, within forty eight (48) hours of receipt, be deposited into an escrow account with Wells Fargo Bank, NA until the obligations of Franchisor for the opening of the Unit are completed."

3. Section 16.1(c) of the Franchise Agreement, which provides for termination of the franchise by Franchisor upon the owner filing or having filed against it a petition in bankruptcy, may not be enforceable under Federal Bankruptcy Law (U.S.C. Section 101 et. seq.).

4. Any limitation of claims provision shall not act to reduce the three-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise and Disclosure law must be instituted within three (3) years after the grant of the franchise and may be instituted in Maryland.

5. Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this addendum concurrently with the execution of the Franchise Agreement.

BRUSTER'S
a Pennsylvania limited partnership

By: _____
(Signature)

_____
(Print Name)
Title: _____

FRANCHISEE:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EXHIBIT G

LIST OF FRANCHISEES

See attached Franchise List

Bruster's Franchises List

As of December 31, 2019

ALABAMA

Company	Franchisee	Address	City	Zip	Phone
C&M Enterprises, LLC	Linda Parker	1008 Vestavia Parkway	Vestavia Hills	35216	2059782347
Eaglecreamery Inc	Linda Latham	2172 E. University Drive	Auburn	36830	3348219988
Hokey Pokey, Inc.	Kelly Atchley	4388 Montgomery Highway	Dothan	36303	3346711847
JHANVI, LLC	Rakesh Patel	1710 E. Main Street	Prattville	36066	3343618282
JL&T, LLC	Jon Spano	12143 County Line Road	Madison	35758	2563256690
Parcm Enterprises LLC	Linda Parker	5212 Caldwell Mill Road	Indian Springs	35242	2054088809
Rakesh Patel	Rakesh Patel	6835 Vaughn Road	Montgomery	36117	3342727369
Rakesh Patel	Rakesh Patel	3011 Carter Hill Road	Montgomery	36111	3346764250
Rickard Ventures,LLC	Charles Rickard	2100 Cecil Ashburn Drive	Huntsville	35802	2568827458

ARIZONA

Company	Franchisee	Address	City	Zip	Phone
The Tarkoff Group LLC	Dan Tarkoff	17115 N 51st Ave	Glendale	85308	6023341290

CALIFORNIA

Company	Franchisee	Address	City	Zip	Phone
Larry Johnson	Larry Johnson	7451 Warner Ave	Huntington Beach	92647	7143751777
Om Shri Saibaba, Inc	Heather Patel	510 N Tustin St	Orange	92867	7143633337
OTP Enterprises, LLC	Leslie Oliver	12879 Harbor Blvd N-3	Garden Grove	92840	6572335950
Parvaneh Panah	Parvaneh Panah	9963 Walker St	Cypress	90630	7145275200
Parvaneh Panah	Parvaneh Panah	12246 Artesia Blvd	Artesia	90701	5628653055
RTC Group LLC	Tyler Clinton	2390 Crenshaw Blvd	Torrance	90501	4245583958

DELAWARE

Company	Franchisee	Address	City	Zip	Phone
Daniels Delights, Inc.	Colleen Daniels	465 West Main Street	Middletown	19709	3023766177
Mike Lattari	Mike Lattari	2394 Pulaski Highway	Newark	19702	3028340334

FLORIDA

Company	Franchisee	Address	City	Zip	Phone
Anna Wytiaz	Anna Wytiaz	5855 Winter Garden Vineland Road	Windermere	34786	4073479578
ART's Ice Cream	Richard Sturgis	2707 East Silver Springs Blvd.	Ocala	34470	3526222110

Ayube Benson Carmen, Inc.	Ayube Benson Kahn	295 East State Road 434	Winter Springs	32708	4073277123
Bhupendra Patel	Bhupendra Patel	955 East CR540A	Lakeland	33813	8636195030
Chris' Ice Cream Dream, Inc.	Kathy Devenny-Vollick	12224 Atlantic Blvd.	Jacksonville	32225	9042211441
DK Asset Inc	Jignaben Patel	855 Cheney Highway	Titusville	32780	3213850400
Duffy's Delight	Wayne & Denise Duffy	50 Plaza Drive	Palm Coast	32137	3864477650
Emerald Seas Ice Cream LLC	Joan & Larry Epperly	7101 Coastal Palms Blvd.	Panama City Beach	32408	8502492544
forste 1 enterprises inc.	Janet Risner	901 North SR 434	Altamonte Springs	32714	4078628100
Kathy Devenny-Vollick	Kathy Devenny-Vollick	11701-60 San Jose Blvd.	Jacksonville	32223	9048861995
Malabar Creameries LLC	Mary Lacey	329 Malabar Road NE	Palm Bay	32907	3217331220
Purple Ice Cream, LLC	Leighann Whitten	9590 Applecross Road	Jacksonville	32222	9047710722
Shree Yamunaji Inv Inc	Raj Kamdar	20303 Bruce B. Downs Blvd.	Tampa	33647	8139077458
Smileys Frozen Inc	Sapna & Pankaj Patel	3501 -G Ponce de Leon Blvd	St. Augustine	32084	9046793652
Sweet Tusks Holdings LLC	Bill & Marcia Palaich	2450 E HWY 50 BLDG H	Clermont	34711	3527085851
Two-Falcons West, LLC.	Marilyn Soble	1709 West Tharpe St	Tallahassee	32303	8503839782
Vincent & Sons LLC	Wayne Vincent	4655 Gulf Starr Drive	Destin	32541	8502692920

GEORGIA

Company	Franchisee	Address	City	Zip	Phone
Big Dipper, Inc.	Beth Miller	6870 Hickory Road	Woodstock	30188	7707202868
Cicco Ice Cream Co., Inc.	Mickey Cicco	1993 Rosebud Road	Grayson	30017	6783764656
Classic City Creamery LLC	Andrew Rowe	1029 Parkway Place	Athens	30606	7058501249
Columbus Ice Cream Creations, Inc.	Ed Miller	3465G Macon Road	Columbus	31907	7065683380
CP Ice Cream Group, Inc	Danna Vach	3795 Due West Road, N.W.	Marietta	30064	7704191551
David Vogel	David Vogel	2822 Old Dawson Road	Albany	31707	2296394500
DBL,DIPP, LLC	Forrest Hunter	1431 Hwy 11 North	Monroe	30656	7702075422
F.P. Ventures, Inc	Don Fiori	878 Buford Highway 20	Cumming	30041	6784556633
Gunatit, Inc.	Suresh Patel	555 Peachtree Industrial Blvd.	Suwanee	30024	6784824003
HD Ice Cream, Inc.	Himanshu Patel	6359 Jimmy Carter Blvd.	Norcross	30071	7703009105
Himanshu Patel	Himanshu Patel	1172 Dogwood Drive, SE	Conyers	30012	6784130103
HPIC INC	Hasil Patel	2095 Lavista Road	Atlanta	30329	4043207166
J & J Tucker Treats, Inc	Jim Shoults	5314 Five Forks Trickum Road	Lilburn	30047	7705593073

j & R and CK Enterprise Associate	Kimberly Coleman	3695 Cascade Rd	Atlanta	30331	4045650512
Jayshree Patel	Jayshree Patel	3256 Buford Drive	Buford	30519	7708312332
Joshua Barrett	Joshua Barrett	2905 Eagle Drive	Woodstock	30189	7705921551
Jung Gil	Jung Gil	1590 Indian Trail Rd.	Norcross	30093	7709312122
Kiran Patel	Kiran Patel	183 Cherokee Place	Cartersville	30121	7706060553
Mahika Anik Pritam Inc	Nilkesh Patel	120 Highway 314	Fayetteville	30214	7704614729
Mango White LLC	Zach White	3855 Old Milton Parkway	Alpharetta	30005	7702743669
R&M Scoops Enterprise LLC	RadhaAgrawal	2420 Cobb Parkway, SE	Smyrna	30080	7709889500
R&M Scoops Enterprise LLC	Rahda Agrawal	2960 George Busbee Parkway	Kennesaw	30144	6782906330
Redan Ice Cream LLC	Trusha Patel	4844 Redan Road	Stone Mountain	30088	4042920480
Rick Deemer	Rick Deemer	3735 Trickum Rd.	Marietta	30066	7705167722
RZ White LLC	Zach White	675 W. Crossville Road	Roswell	30075	6785859366
Sanaya Inc	Vaishali Patel	103 Lexington Circle	Peachtree City	30269	7704868133
Solomon Treats Inc	Solomon Bariagaber	4535 Hugh Howell Rd.	Tucker	30084	7709345195
Solomon Treats Inc	Solomon Bariagaber	1845 Anderson-Mill Rd.	Austell	30106	7707396939
Stephen R. Foushee	Stephen R. Foushee	1115 Agerton Lane	Augusta	30909	7067319929
Trusha Patel	Trusha Patel	138 Newnan Station Drive	Newnan	30265	7702536555
V V C Enterprises LLC	Vince Chastain	2720 Braselton Highway	Dacula	30019	6783953824
Verus LLC	Vitali Vassilyev	8420 Holcomb Bridge Road	Alpharetta	30022	7706408828
Vincent & Sons	Wayne Vincent	4244 Jodeco Road	McDonough	30253	6785831841
Vincent & Sons	Wayne Vincent	931 Monroe Dr	Atlanta	30308	4042055636
Vincent & Sons LLC	Wayne Vincent	4790 Flat Shoals Pkwy	Decatur	30034	7703239966
Viva Verus LLC	Vitali Vassilyev	3000 Old Alabama Road	Alpharetta	30022	6782050747
VVC Enterprises, LLC	Vince Chastain	226 Johnson Ferry Rd NE	Sandy Springs	30328	4044586760
Yami, Inc	Sanjay Patel	6920 Douglas Blvd.	Douglasville	30135	7705770481
Dan Barrett	Dan Barrett	101 Riverwalk Court	Canton	30114	6784939014
Kiran Patel	Kiran Patel	7181 Mount Zion Blvd	Jonesboro	30236	6784791124
Byung Chae	Byung Chae	3380 Sugarloaf Parkway	Lawrenceville	30044	7703390303
Dan Barrett Jr	Dan Barrett Jr	1911 Shorter Ave., SW	Rome	30161	7062325360
Stephen R. Foushee	Stephen R. Foushee	516 N. Belair Road	Evans	30809	7062105160
Nick Ditta	Nick Ditta	165 John W. Morrow Parkway	Gainesville,	30501	7705357679
Chang Lee	Chang Lee	1540 Sharon Rd	Cumming	30041	6784553888
Ed Miller	Ed Miller	1654 Whittlesey Rd	Columbus	31904	7063200755
Keith Ong	Keith Ong	2044 Lower Roswell Road	Marietta	30060	7709734666

Martin Rhymer	Martin Rhymer	2688 Rockbridge Road	Stone Mountain	30087	7704695100
Jamie Baker	Jamie Baker	1307 Dug Gap Road	Dalton	30720	7065293869
Johnny Gil	Johnny Gil	2628 Pleasant Hill Rd	Duluth	30096	7704952311
Sam Haapala	Sam Haapala	995 Lovett Rd	Statesboro	30458	9126811118
Mickey Cicco	Mickey Cicco	2324 Scenic Highway	Snellville	30078	7709856660
Mickey Cicco	Mickey Cicco	1702 Lawrenceville-Suwanee Rd.	Lawrenceville	30043	6789859099

INDIANA

Company	Franchisee	Address	City	Zip	Phone
Marcia Stewart	Marcia Stewart	4531 East Third Street	Bloomington	47401	8123318979

KENTUCKY

Company	Franchisee	Address	City	Zip	Phone
Joy In a Cone, Inc	Robert Alford	2712 Scottsville Road	Bowling Green	42104	2708429839
Wildcat Creamery LLC	Donna Klimchak	111 North Plaza Drive	Nicholasville	40356	8598854055
Beth Speck	Beth Speck	104 N. Bradford Lane	Georgetown	40324	5025708688

MARYLAND

Company	Franchisee	Address	City	Zip	Phone
BIC Hagerstown LLC	Phil Sardelis	100 Railway Lane	Hagerstown	21740	2403821213
Jessgood Food LLC	Jesse Griffin	1276 Smallwood Drive W	Waldorf	20603	3017055726
Scoop-N-Dipity	Lisa Ruth	1409 Forest Drive	Annapolis	21403	4102950025
Willco Foods, LLC	Jim Willard	6960 Crestwood Blvd.	Frederick	21703	2406515817
Bob Fischer	Bob Fischer	18519 N. Frederick Ave.	Gaithersburg	20879	2406311222
Bill Michel	Bill Michel	23825 Mervell Dean Road	Hollywood	20636	3013735000
Henry Stevens	Henry Stevens	801 Aquahart Rd	Glen Burnie	21061	4107879725

NORTH CAROLINA

Company	Franchisee	Address	City	Zip	Phone
Frozen Assets, LLC	Scott VanNote	4414 S. 17th St.	Wilmington	28412	9107941222
Modeen Ice Cream LLC	Stuart Modeen	17029 Kenton Drive	Cornelius	28031	7048962886
Sahajanand Developers	Ghanshyam Patel	8200 Renaissance Pkwy Ste 1002	Durham	27713	9192373537
Shree Hari Developers, LLC	Ghanshyam Patel	952 US Hwy 64 W	Apex	27523	9192340026
Denise Underwood	Denise Underwood	252 Williamson Road	Mooresville	28117	7047999898
Tom Zak	Tom Zak	2166 Commerce Road	Monroe	28110	7042182111
Tom Zak	Tom Zak	531 Indian Trail Road	Indian Trail	28079	7048219390

Anil Patel	Anil Patel	10450 Durant Rd. Ste.100	Raleigh	27614	9198441120
Bob Gourlay	Bob Gourlay	545 West John Street	Matthews	28105	7047086763

NEW HAMPSHIRE

Company	Franchisee	Address	City	Zip	Phone
William Croteau	William Croteau	621 Amherst Street	Nashua	03063	6038819595

NEW JERSEY

Company	Franchisee	Address	City	Zip	Phone
Henry Bros.LLC	Steve Henry	305 Greentree Road	Sewell	08080	8562569300

NEW YORK

Company	Franchisee	Address	City	Zip	Phone
Paul Schneider	Paul Schneider	1041 Ridge Road	Webster	14580	5858724690
Todd Posner	Todd Posner	2755 East Henrietta Road	Henrietta	14467	5853211010

OHIO

Company	Franchisee	Address	City	Zip	Phone
Kurt Latell	Kurt Latell	1300 N. State Street	Girard	44420	3305451000
Candy Gerace	Candy Gerace	49094 Calcutta Smith Ferry	East Liverpool	43920	3303866635

PENNSYLVANIA

Company	Franchisee	Address	City	Zip	Phone
Chubby Boys	Timothy J Sedney	3100 W 12th St	Erie	16505	8148361170
CoJo Ice Cream LLC	Corey Rumberger	220 Penrose Place	Carlisle	17013	7172459860
Dark Timbers LLC	Angelo Poulich	Center Ave. & Painterville Road	New Stanton	15672	7249252511
Due Paletta LLC	Tom Ely	2291 Brodhead Rd.	Aliquippa	15001	7243789958
East End Scoops Corp.	Gary Haire	1600 E 3rd Street	Williamsport	17701	5703265040
Felicia's Treats Inc	Felicia Fooks	2814 Egypt Road	Audubon	19403	6106500264
JICA INC	Jodi Morrow	444 Valley Brook Rd	McMurray	15317	7249425567
Kissmar, LLC	John Lawrence	1035 George Street	Hanover	17331	7176469333
Liteflight LLC	Mark Neely	510 N. Pointe Circle	Seven Fields	16046	7247729999
PBJC INC	Steven Pulaski	5888 Unit #2 Steubenville Pike	McKees Rocks	15136	4122002337
Scoopin Dough LLC	Glenn Pilarski	4937 William Flynn Highway	Gibsonia	15044	7244498000
Scooping Crew LLC	Mary Mann	9600 Perry Highway	Pittsburgh	15237	4123669899
South Paw, Inc.	Bret Wagner	560 Financial Way	Etters	17319	7179388273

Sweet Dreams Brusters, LLC	Jim Schmutzler	500 Gateway Ave.	Chambersburg	17201	7172611484
TRI-US, LLC	Robert Visser	3630 Concord Road	Aston	19014	6108597868
Wittman Ice Cream, Inc.	Mark Wittman	1118 Smithbridge Rd.	Glen Mills	19342	6105582311
Zephyrus Enterprises, LLC	Jen Staiger	3519 Hartzdale Drive	Camp Hill	17011	7177618161
Erinn Pierotti	Erinn Pierotti	493 Lowries Run Road	Ross Twp.	15237	4123699008
Bret Wagner	Bret Wagner	1 Tristan Drive	Dillsburg	17019	7175020446
David Straub	David Straub	241 W. Ridge Pike	Limerick	19468	6104898880
D.J. & Lemay Lee	D.J. & Lemay Lee	1520 Brownsville Road	Trevose	19053	2153550315
Sharon Pletz	Sharon Pletz	4940 Library Road	Bethel Park	15102	4123086277
Company Stores	Company Stores	1525 Riverside Drive	Bridgewater	15009	7247744155

SOUTH CAROLINA

Company	Franchisee	Address	City	Zip	Phone
Beachwood Adventures, Inc	John Dolan	2603 West Highway 160	Fort Mill	29708	8035484070
Brady's Ice Cream Co., Inc.	Tim Brady	5152 Calhoun Memorial Hwy.	Easley	29642	8643060401
Brady's Ice Cream Co., Inc.	Tim Brady	6412 White Horse Road	Greenville	29611	8642465966
Brusters at the Beach, LLC	Bill Jarae	3784 Renee Drive	Myrtle Beach	29579	8432364232
Graham's Ice Cream Company	Jim Graham	1644 John B White Sr. Blvd.	Spartanburg	29301	8645768866
Graham's Ice Cream	James Graham	100 Peachshed Road	Spartanburg	29307	8645422220
Graham's Ice Cream	Jim Graham	2099 Boiling Springs Road	Boiling Springs	29316	8645785571
M and M Ice Cream	Melissa Compton	1204 Mathis Road	Greenwood	29649	8643880947
R & L Cornerstone Enterprises Inc	Robert Pendrys	207 Pelham Road	Greenville	29615	8642321201
R & L Cornerstone Enterprises Inc	Robert Pendrys	3201 MLK Jr. Blvd.	Anderson	29625	8643326566
R & L Cornerstone Enterprises Inc	Robert Pendrys	116 N. Dunbarton Road	Florence	29501	8436762704
R & L Cornerstone Enterprises Inc	Robert Pendrys	405 S Buncombe Rd	Greer	29650	8648792323
Sam & Gail Haapala	Sam & Gail Haapala	304 Robert Smalls Parkway	Beaufort	29906	8439826277
Donnie Alverson	Donnie Alverson	1850 Woodruff Rd	Greenville	29607	8642817751

TENNESSEE

Company	Franchisee	Address	City	Zip	Phone

Allen Subway Development	Robert Allen	1043 Old Cedar Bluff Road	Knoxville	37923	8656913327
Allen Subway Development	Robert Allen	906 East Emory Road	Knoxville	37938	8659389633
JMS Southern Scoops,LLC	James Stoll	10646 Concord Road	Brentwood	37027	6158190378
Robert Finney	Robert Finney	1406 Jenkins Road	Chattanooga	37421	4235109993
Robert Allen	Robert Allen	7670 S. Northshore Drive	Knoxville	37919	8659512068
Robert Allen	Robert Allen	1400 W. Broadway	Maryville	37801	8659808285

TEXAS

Company	Franchisee	Address	City	Zip	Phone
NWH Ice Cream, L.P.	Chris Martinez	7939 Louetta Road	Spring	77379	8327177775
Savannah's Sweet Treats LLC	Tony Motti	7650 Stacy Road	McKinney	75070	2149735020
Sweet Tooth Ice Cream LLC	Islam Khasawneh	1648 FM 423	Frisco	75036	4692005201
Larry Lakind	Larry Lakind	14131 Mueschke Rd #201	Cypress	77433	2812132484

UTAH

Company	Franchisee	Address	City	Zip	Phone
DM7 LLC	Damon Wood	2255 N University Pkwy	Provo	84604	8016072331

VIRGINA

Company	Franchisee	Address	City	Zip	Phone
4 Shacks LLC	Henry Shackelford	16170 Rogers Road	Culpeper	22701	5408252627
Fat Frankie's LLC	Avrham Amuial	4921 Virginia Beach Blvd	Virginia Beach	23462	7574994343
KPT,LLC	Tony Trubisz	11731 Sherbert Lane	Chester	23831	8047681300
Make Sense Dining	Tim O'Neill	221 University Blvd.	Harrisonburg	22801	5408010700
Otterdale Venture, LLC	Rachel Huff	2602 Anderson Highway	Powhatan	23139	8045980599
s & J Delights Inc	John Jack	11221 Hull Street	Midlothian	23112	8047444518
S & J Delights Inc	John Jack	11501 Robious Road	North Chesterfield	23235	8043204728
Shreeya VIR Inc	Hemil Patel	8309 Bell Creek Road	Mechanicsville	23116	8045595905
Renita Shelton	Renita Shelton	2672D Avenir Place	Vienna	22180	7032041270
Gary Zeller	Gary Zeller	9101 W. Staples Mill Road	Richmond	23228	8047556200
Beth Bulko	Beth Bulko	5317 Indian River Road	Virginia Beach	23464	7574207071
Gary Lierman	Gary Lierman	6498 Williamson Road	Roanoke	24019	5403666648
Tom Samson	Tom Samson	5289 John Tyler Highway	Williamsburg	23185	7572208930

FRANCHISEES WHO HAVE BEEN TERMINATED, CANCELLED, OR NOT RENEWED BY BRUSTER'S OR WHO OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS IN FISCAL YEAR JANUARY 1, 2019 TO DECEMBER 31, 2019

The name, last known home and/or business address, and telephone number of every franchisee who has had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our fiscal year ended December 31, 2019, or who has not communicated with Bruster's Ice Cream within ten weeks of the date of this Disclosure Document is listed below.

Donna Mink (T)	493 Lowries Run Road Ross Township, PA 15237	412-457-1839
Joey Hsu (T)	3000 Old Alabama Road Alpharetta, GA 30022	678-642-6036
John Watkins (T)	11221 Hull Street Midlothian, VA 23112	804-357-4716
John Watkins (T)	11501 Robious Road North Chesterfield, VA 23235	804-357-4716
Jim Shoulz (T)*	4535 Hugh Howell Rd. Tucker, GA 30084	678-592-1043
Bryan Flint (T)	2095 Lavista Road Atlanta, GA 30329	404-248-0148
Steve Ferringer (T)	9600 Perry Highway Pittsburgh, PA 15237	412-366-5565
Melissa Martin (T)	16170 Rogers Road Culpeper, VA 22701	540-672-0073
Larry Johnson (T) *	9963 Walker Street Cypress, CA 90630	970-261-4547
Larry Johnson (T) *	12246 Artesia Blvd Artesia, CA 90701	970-261-4547
Kelly Atchley & Paul Barnes*	3540 Hwy 280/431N Phenix City, AL 36870	706-327-0168
Jeff & Ruth Coleman*	3730 Car Mia Drive/#340 Atlanta, GA 30331	770-384-0524
Bryan Flint	2550 Lawrenceville Decatur, GA 30033	404-248-0148
Gary Alleyne	571 Highland Street Memphis, TN 38111	901-292-7109
Amy Talawan	1101 East March Lane Stockton, CA 95210	916-832-7517
Gina Mathis	3100 North Patterson Street Valdosta, GA 31602	229-245-7913
Chadd Mathis	1688 Norman Drive Valdosta, GA 31601	229-292-6799

Michael Proctor	1620 Capital Trial Newark, DE 19711	302-731-5587

* Indicates Franchisee is still in system.
(T) Indicates a transfer of the store.
If you purchase this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT H

MUTUAL GENERAL RELEASE

MUTUAL RELEASE AGREEMENT

This Release Agreement ("Agreement") is made as of this _____ day of _____, 20____, by and between Bruster's, a Pennsylvania limited partnership, with its principal offices at 730 Mulberry Street, Bridgewater, Beaver County, Pennsylvania 15009 ("Bruster's"), and _____ (the "Franchisee").

BACKGROUND

1. Franchisee entered into a Franchise Agreement dated _____ (the "Franchise Agreement") with Bruster's pursuant to which Franchisee was granted the right and undertook the obligation to operate a Bruster's Ice Cream Shoppe (the "Franchise").

2. Franchisee now desires to terminate the Franchise Agreement and its interest in the Franchise without cause and Bruster's is willing to accept such termination pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Franchisee is terminating the Franchise Agreement and its interest in the Franchise (the "Termination") and Bruster's hereby consents to the Termination.

2. Bruster's and Franchisee hereby acknowledge and agree that, except for the obligations set forth in this Agreement, from and after the Termination, neither Bruster's nor Franchisee shall have any rights against or obligations to the other in respect of the Franchise Agreement.

3. Notwithstanding the foregoing, the parties agree that Franchisee shall be bound by all of the post-termination covenants contained in the Franchise Agreement including, without limitation, the confidentiality provisions and the post-term covenants restricting competition.

5. The parties hereto, for themselves and all persons and entities claiming by, through or under them, release, acquit and forever discharge the other and their former or current agents, partners, officers, employees, representatives, shareholders, directors, servants, representatives, affiliates, successors and assigns (the "Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which the parties, by themselves, on behalf of, or in conjunction with any other person, persons, entity, partnership or corporation had, has or claims to have against the Releasees including specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, and causes of action arising out of, pursuant to, or related to the Franchise Agreement, and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement, connected with or related to the Franchise Agreement.

5. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement, and may not be subject to any modification without the written consent of the parties.

6. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and such laws, except Pennsylvania conflict of laws principals, which shall be disregarded, shall control in the event of any conflict of law.

7. This Agreement shall be for the benefit of and be binding upon the parties and their respective representatives, successors and assigns.

8. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

9. In the event that either party retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

10. Franchisee agrees it has had a relationship with Bruster's at its offices in Beaver County, Pennsylvania and that, with the exception of Bruster's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisee arising out of or relating to this Agreement shall be commenced, litigated and concluded in the Commonwealth of Pennsylvania, County of Beaver.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

Attest:

BRUSTER'S, a Pennsylvania Limited Partnership, by
BRUSTER'S ICE CREAM, INC., General Partner

_____

BY: _____
Bruce Reed, President

[When Franchisee is legal entity use this signature line]

Attest: Entity: _____

_____ BY: _____
, Secretary , President

[When Franchisee is an individual, or individuals, use this signature line]

By:

_____ _____
, Franchisee , Franchise

EXHIBIT I

RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Bruster's offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Bruster's 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency identified in Exhibit A.

The franchise seller offering the franchise is Jim Sahene, CEO of Bruster's Ice Cream, Inc., 730 Mulberry Street, Bridgewater, PA 15009 724-774-4250.

Issuance date:

Bruster's authorizes the respective state agencies identified in Exhibit B to receive service of process for Bruster's.

I received a disclosure document dated that included the following Exhibits:

- **A. List of State Administrators**
- **B. Agents for Service of Process**
- **C. Bruster's Franchise Agreement**
- **D. Financial Statements**
- **E. Addenda to the Disclosure Document**
- **F. Riders to the Bruster's Franchise Agreement**
- **G. List of Franchisees**
- **H. Mutual General Releases**
- **I. Receipts**

_____ _____

Date **Franchisee**

(FRANCHISEE'S COPY - PLEASE KEEP WITH YOUR RECORDS)

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Bruster's offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Bruster's 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency identified in Exhibit A.

The franchise seller offering the franchise is Jim Sahene, CEO of Bruster's Ice Cream, Inc., 730 Mulberry Street, Bridgewater, PA 15009 724-774-4250.

Issuance date:

Bruster's authorizes the respective state agencies identified in Exhibit B to receive service of process for Bruster's.

I received a disclosure document dated that included the following Exhibits:

- **A. List of State Administrators**
- **B. Agents for Service of Process**
- **C. Bruster's Franchise Agreement**
- **D. Financial Statements**
- **E. Addenda to the Disclosure Document**
- **F. Riders to the Bruster's Franchise Agreement**
- **G. List of Franchisees**
- **H. Mutual General Releases**
- **I. Receipts**

_____ _____

Date **Franchisee**

(FRANCHISOR'S COPY - PLEASE DETACH AND SUBMIT TO BRUSTER'S VIA FAX AT 724.774.0666 OR TO THE MAILING ADDRESS ABOVE.)