FRANCHISE DISCLOSURE DOCUMENT

The Häagen-Dazs Shoppe Company, Inc.
a New Jersey corporation
7500 Flying Cloud Drive, Suite 750
Eden Prairie, Minnesota 55344
Phone: 952-914-7878
www.haagendazsshoppecompany.com

As a Häagen-Dazs® Shop franchisee you will operate an ice cream parlor serving dessert creations made with proprietary recipes featuring Häagen-Dazs® brand ice cream and frozen dessert products.

The total investment necessary to begin operation of a Häagen-Dazs Shop franchised business is between $214,518 and $542,768 for new franchisees developing a traditional Häagen-Dazs Shop. This includes $36,000 to $40,000 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation of a Häagen-Dazs Shop franchised business is between $195,250 and $526,579 for existing franchisees developing a traditional Häagen-Dazs Shop. This includes $21,000 to $25,000 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to continue the operation of your existing Häagen-Dazs Shop franchised business under a successive term franchise or renewal agreement is between $61,750 and $371,579. This includes $0 to $10,000 that must be paid to the franchisor.

The total investment necessary to begin operation of a Häagen-Dazs Hospitality Shop franchised business is between $14,500 and $273,689. This includes $1,500 to $5,000 that must be paid to an affiliate.

The total investment necessary to begin operation of a Häagen-Dazs Satellite franchised business is between $181,250 and $512,579. This includes $7,000 to $11,000 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation under a Häagen-Dazs area development agreement would depend in part on terms negotiated including the number of Shops to be established; the franchisor does not anticipate granting an area development agreement for fewer than two Shops. The total investment necessary to begin operation of three Häagen-Dazs Shop franchised businesses under an Area Development Agreement is between $585,018 and $1,606,015. This includes $58,000 to $70,000 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of ten Häagen-Dazs Shop franchised businesses under an Area Development Agreement is between $2,071,768 and $5,476,727. This includes $325,000 to $365,000 that must be paid to the franchisor or its affiliate(s).

The disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact The Häagen-Dazs Shoppe Company at 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344 and 952-914-7878.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as ''A Consumer's Guide to Buying a Franchise,'' which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP, or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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: April 17, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Häagen-Dazs® Shop business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Häagen-Dazs® Shop franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit F.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement and area development agreement require you to resolve disputes with the franchisor by litigation only in Minnesota. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Minnesota than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED BY
STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that the franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type or under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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ITEM 1
THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND AFFILIATES

The Franchisor

For ease of reference, we refer to the franchisee in this Franchise Disclosure Document as "you." If the franchisee is a corporation, partnership or other organization, the references to "you" may include the organization's owners. "Shoppe Company," "we" and "our" refer to The Häagen-Dazs Shoppe Company, Inc. Shoppe Company is a New Jersey business corporation, with a principal address of 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344.

Our Parent Corporations

Our parent corporation, Dreyer's Grand Ice Cream Company, Inc. ("Dreyer's"), is a Delaware business corporation, with a principal address of 5929 College Avenue, Oakland, CA 94618. Dreyer's is a subsidiary of Dreyer's Grand Ice Cream Holdings, Inc., a Delaware business corporation, also headquartered at 5929 College Avenue, Oakland, CA 94618. Prior to January 31, 2020, Dreyer's and Shoppe Company were each indirect subsidiaries of Nestlé S.A., a Swiss business company headquartered in Vevey, Switzerland, and Dreyer's corporate name had been Nestlé Dreyer's Ice Cream Company. On January 31, 2020, Nestlé S.A. completed the sale of its U.S. ice cream business, which includes Shoppe Company and Dreyer's, to Froneri US, Inc. Froneri US, Inc. is a wholly-owned subsidiary of Froneri International Limited ("Froneri International"), which is an indirect subsidiary of Froneri Lus Topco S.a.r.l, a joint venture in which Nestlé S.A. and PAI Partners each have approximately a 45% direct or indirect equity interest. Froneri International is headquartered in North Yorkshire, United Kingdom.

Our Business

Shoppe Company conducts business under our corporate name and the trade name "Häagen-Dazs" and has been offering franchises for Häagen-Dazs® ice cream Shops since July 11, 1983. The "Häagen-Dazs" trademark is owned by HDIP, Inc., and, in the United States, with respect to frozen dessert products, is licensed exclusively to Nestec Ltd. and Société des Produits Nestlé S.A. ("SPN"), and sublicensed to our parent corporation, Dreyer's. We grant "Häagen-Dazs" franchises under the authority of the trademark owner.

Between July 11, 1983 and August 31, 2003, Shoppe Company conducted the type of business that you will operate. While in general Shoppe Company anticipates opening another company-owned Shop in the future, Shoppe Company has no immediate plans to do so. Shoppe Company has not offered franchises in other lines of business.

Our Affiliates

Dreyer's and its other subsidiaries do not offer franchises for Häagen-Dazs ice cream shops. Dreyer's and its other subsidiaries do not offer franchises in other lines of business. However, Dreyer's grant licenses, which permit the licensees to sell Dreyer's brand ice cream in dipped form in association with the "Dreyer's" name and trademarks, and Edy's brand ice cream in dipped form in association with the "Edy's" name and trademarks. The licensees, and other businesses that purchase Dreyer's, Edy's and other brands of ice cream manufactured by Dreyer's in bulk for resale in dipped form, sell menu items very similar to many of the items you will sell, and may compete against you for sales.

We have one affiliate that offers franchises only outside of the United States. Janny's Eis Franchise GmbH, Hittfelder Kirchweg 21 Haus A, D-21220 Seevetal, Germany, offers franchises for Janny's Eis ice cream parlours and has two company-owned and 97 franchised outlets as of December 31, 2022.

Businesses similar to the one you will operate are owned and franchised outside of the United States by one or more entities with which Shoppe Company is not affiliated.

Agent for Service of Process

If your state requires, we have designated an agent for service of process in your state. The names and addresses of our designated agents for service of process are listed in this Franchise Disclosure Document at Exhibit F.

The Business

Shoppe Company utilizes a proprietary and distinctive system for the operation of a network of Häagen-Dazs ice cream dipping shops (the "System"). The System and its distinguishing characteristics are described in the Häagen-Dazs Shop Franchise Agreement ("Franchise Agreement") and the Häagen-Dazs Shop Operations Manual. The Franchise Agreement will grant you the right to operate a Häagen-Dazs ice cream shop ("Shop"). A current Franchise Agreement is included in this Franchise Disclosure Document as Exhibit B.

You will sell Häagen-Dazs brand ice cream, frozen yogurt, sorbet, and other frozen desserts and related items to consumers, from your Shop. We sell franchises for Shops and under limited circumstances grant existing franchisees the right to operate a "Satellite." A Shop is normally located in a storefront, strip center, or a mall. A Satellite is an additional selling point, developed in conjunction with a Shop that is already located in the same mall or facility. The Franchise Agreement requires you to sell the entire line of approved menu items. The current list of approved menu items is listed in Item 16. However, we may permit you to offer a limited menu if you do not have enough space to offer our entire menu, and may designate certain approved menu items as optional. We also offer a franchise for a "Hospitality Shop," which offers a relatively smaller number of products and menu items, and is geared toward situations where the development of a full Shop would be unusual.

In addition to our specific franchise offerings, we have an Area Development program, which is aimed at granting one franchisee Shop development rights for a defined geographic area. Under the Area Development program, for each Shop we would enter into a separate franchise agreement, in the form we are using when issued. The Franchise Agreement may differ from the one disclosed in this FDD except no developer will be required to sign a Franchise Agreement with a royalty payment exceeding 5% of a New Shop's gross sales.

Your business will operate in an intensely and increasingly competitive, and rapidly changing market. Numerous other independent and chain vendors of ice cream and other frozen dessert products, and other snack, treat and impulse food items exist, and others may enter the market. Some competitors are larger, older and better financed than Shoppe Company. The market for frozen dessert products is well-developed, but evolving with consumer shopping and eating trends and patterns. Your competition will include ice cream parlors, frozen yogurt businesses, restaurants offering desserts, as well as retail stores selling packaged ice cream. In many geographic areas, Shop sales are highly seasonal and often are at depressed levels during cooler weather and seasons.

You will be dependent upon our designated suppliers for your entire supply of ice cream, the key inventory item in your Shop, and other frozen dessert products, including frozen yogurt. You will buy all

of the ice cream and all of the other frozen dessert products that you sell from Dreyer's. Dreyer's manufactures a large and growing volume of "Häagen-Dazs" products, which it distributes through other channels of distribution, currently including grocery stores, delicatessens, convenience stores, licensed dipping shops, vending carts, restaurants and other types of retail outlets. Dreyer's also distributes various other brands of frozen dessert products, some of which are sold by businesses against which you may compete, including Edy's branded and Dreyer's branded ice cream shops.

"Häagen-Dazs" ice cream sold through outlets other than franchised or licensed retail dipping shops is ordinarily confined to prepackaged pints and quarts, bars and other manufactured novelties, and single servings for on-premises consumption at restaurants, but Shoppe Company and Dreyer's reserve the right to sell "Häagen-Dazs" branded ice cream and other frozen or non-frozen dessert products, directly and indirectly, through any means of distribution, including retail dipping. The Franchise Agreement reserves to Shoppe Company and Dreyer's full discretion to distribute "Häagen-Dazs" products through any available means of distribution. In addition, Shoppe Company and Dreyer's reserve the right to periodically conduct, or authorize others to conduct, various test marketing programs of "Häagen-Dazs" products and other products associated with the "Häagen-Dazs" trademarks or other trademarks, including other forms of retail "dipping" products, such as frozen custard, or soft ice cream, and to test various types and combinations of retail store facilities, products and menus, and at our discretion to market products outside a test program. The trademark owner also reserves the right to use the "Häagen-Dazs" trademarks for goods and services other than the sale of ice cream and other frozen dessert products. Currently, most "Häagen-Dazs" ice cream is sold through channels of distribution other than "Häagen-Dazs" franchised dipping shops.

In addition to laws that apply to businesses generally, you will need to comply with federal, state and local laws and regulations relating to the storage, preparation and sale of food items, including laws relating to food safety and sanitation. Depending upon where your Shop is located, you may need to obtain special licensing, such a license to engage in the sale of dairy products. An increasing number of local governments are enacting ordinances, which if applicable to you, could require you to post nutritional information on your menus and menu boards.

Shoppe Company strongly urges you to consult your own independent business advisors to evaluate these and other factors before deciding to invest in a "Häagen-Dazs" franchise.

ITEM 2
BUSINESS EXPERIENCE

President: Adam Hanson

Mr. Hanson was appointed President of Shoppe Company in Eden Prairie, Minnesota effective October 23, 2015. Prior to this Mr. Hanson was appointed the Interim President of Shoppe Company in Minneapolis, Minnesota on August 31, 2015 until October 23, 2015. From March 2009 until August 2015 Mr. Hanson was Vice President, in Minneapolis, Minnesota. From June 2004 to March 2009 Mr. Hanson was the Director of Operations in Minneapolis, Minnesota. From February 2001 to June 2004 Mr. Hanson was Manager of Training, in Minneapolis, Minnesota. From July 2000 to February 2001 Mr. Hanson was Manager of Corporate Shops, in Minneapolis, Minnesota. From January 1997 to July 2002 Mr. Hanson was Shop Manager, in Minneapolis, Minnesota. From May 1996 to January 1997 Mr. Hanson was Assistant Shop Manager, in Minneapolis, Minnesota.

Director of Development: Robert F. Schell

Mr. Schell was appointed Director of Development of Shoppe Company in Eden Prairie, Minnesota, effective March 31, 2014. Prior to this Mr. Schell was a Regional Franchise Business Manager in Green Pond, New Jersey, effective February 2007 to March 30, 2014. From August 20, 1999 to February 2007, Mr. Schell was a Franchise Business Manager in Green Pond, New Jersey. From July 1998 to August 1999, Mr. Schell was Franchise Operations Representative in Green Pond, New Jersey.

Legal Counsel: Michael Levitz

Mr. Levitz has served as External Legal Counsel in Maplewood, Minnesota and has been employed by Drumm Law, LLC located in Denver, Colorado since January 2018. Mr. Levitz was previously legal counsel for Shoppe Company since February 1997, and has also served in this same capacity for Nestle USA from January 2011 to December 2017 and Nestle Dreyer's Ice Cream Company from February 2004 to December 2017 in Minneapolis, Minnesota. Mr. Levitz continues to have management responsibility for Shoppe Company's legal services requirements and provides legal services to other clients, including Shoppe Company's corporate affiliates.

Training Manager: Eddie Barrios

Mr. Barrios has been our Training Manager in Lawrenceville, New Jersey since July 2021. Mr. Barrios has also been our Franchise Business Manager, in Lawrenceville, New Jersey, since October 2016.

Manager of Construction: Brian K. Danielson

Mr. Danielson has been our Manager of Construction, in Westminster, Colorado, since July 2021. Mr. Danielson was our Franchise Business Manager from July 2004 to January 2021, initially in Minneapolis, Minnesota, and most recently in Westminster, Colorado. From February 2021 to June 2021, Mr. Danielson was on sabbatical.

ITEM 3
LITIGATION

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

We offer franchises for traditional Häagen-Dazs "Shops;" and under limited circumstances offer franchises for Häagen-Dazs "Hospitality" Shops, and licenses for Häagen-Dazs "Satellites."

Shops are Häagen-Dazs branded ice cream parlors, typically located in storefronts, strip centers, enclosed mall spaces, mall food courts, airports, and entertainment complexes such as casinos.

Our Hospitality Shop offering is intended to be available under limited circumstances where the development of a Shop would be unusual. Hospitality Shops will typically: be smaller than Shops; offer

fewer flavors of Häagen-Dazs products; and fewer menu items. Hospitality Shops will typically be developed in venues where the establishment of a traditional Shop would be unusual; and may be operated by a franchisee that also owns or operates all or a significant part of the venue where the Hospitality Shop is located, such as a sports stadium, resort property, or entertainment venue.

A Satellite is an additional selling point established in connection with an already-existing Shop.

Initial Franchise Fee

Shops

Before you open for business you must pay us an "Initial Franchise Fee". The Initial Franchise Fee varies from $15,000 to $30,000, depending upon whether you are new to the Häagen-Dazs System. The Initial Franchise Fee is payment for all of our pre-opening assistance that we provide to allow you to open your Häagen-Dazs Shop and also offsets some of our franchise recruitment expenses. The Initial Franchise Fee is payable when you sign your Franchise Agreement and is non-refundable except to the limited extent described below in the case of a "new Häagen-Dazs Shop." The Initial Franchise Fee described above applies to a franchise for a new Häagen-Dazs Shop.

In addition to these fees, you will purchase Häagen-Dazs brand frozen dessert products from our affiliate, Dreyer's. We estimate that your opening inventory of Häagen-Dazs brand frozen dessert products will cost approximately $6,000 to $10,000. This amount is payable as a lump sum before you open your Häagen-Dazs Shop and is non-refundable.

If you already have a Shop, and are now being offered the opportunity to establish a Satellite, then you will pay the fees described below in the "Satellites" section of this Item 5.

If you already have a Shop, and are now being offered the opportunity to enter into a successive term franchise agreement or renewal agreement, then you will pay the fees described below in the "Successive Term Franchise Agreement; Renewal Agreement" section of this Item 5.

Hospitality Shops

As noted above, we do not intend to grant a franchise for a Hospitality Shop, except under circumstances when the development of a Shop would be unusual. The information in this section does not apply to you unless we are now offering you an opportunity to obtain a Hospitality Shop franchise.

There is no Initial Franchise Fee for a Hospitality Shop. However, you will pay a non-refundable "Continuing Franchise Fee," in addition to a royalty, based on the quantity of Häagen-Dazs brand products you purchase for use or sale from the Hospitality Shop.

You will purchase Häagen-Dazs brand frozen dessert products from our affiliate, Dreyer's. We estimate that your opening inventory of Häagen-Dazs brand frozen dessert products will cost approximately $1,500 to $5,000. This amount is payable as a lump sum before you open your Hospitality Shop and is non-refundable.

Franchise Application Process

Before you pay us anything, you must send us a complete Franchise Application Package. If you send us an incomplete Application, then we may reject your Application or ask you to provide additional information.

First Häagen-Dazs Franchise

If you are applying for your first Häagen-Dazs Franchise, then you must come to Minneapolis for an interview as part of the application process. You will pay all of the expenses you incur in connection with the interview, including all of your travel, lodging, food and other expenses. We will not reimburse you for any expenses under any circumstances.

New Häagen-Dazs Shops

This section applies to you only if you are being offered a franchise for a new Häagen-Dazs Shop that you will develop. The Initial Franchise Fee for a new Shop is $30,000 if you are a new franchisee.

You must pay an initial installment, in the amount of $3,000, at the same time that you sign the Franchise Agreement. You will be required to pay the balance of the Franchise Fee within 15 days after we designate the Shop Premises (See "New Shop Development Procedures" in Item 11).

The franchise term will be ten years from the date you open your Shop, unless you are unable to open your Shop within two years, in which case, among other possibilities, the term of your Franchise can be less than ten years.

Your Franchise Agreement will give you the opportunity to renew your franchise for a single additional ten-year term when it expires, if you: meet all the conditions for renewal; enter into our then current form of franchise agreement for the renewal term; and pay a renewal fee equal to ½ of the franchise fee that Shoppe Company is then charging existing franchisees for a franchise for a new, traditional Häagen-Dazs Shop.

Our new shop development procedures are described in Item 11. As more particularly described in Item 11, we have the option to refund all but $3,000 of the Initial Franchise Fee, if we decline to designate the Proposed Site as the Shop Premises, or if you elect to cancel the Franchise Agreement before we designate the Shop Premises.

As more particularly described in Item 11, if you fail to satisfy our training requirements, then we may cancel the Franchise Agreement, and refund all but $3,000 of the Initial Franchise Fee.

The Initial Franchise Fee for a new Häagen-Dazs Shop is uniform as to all franchisees, except as noted below, and except that existing Häagen-Dazs Shop franchisees can purchase a franchise for a new Shop for $15,000, instead of the $30,000 paid by someone entering the Häagen-Dazs System.

Franchisee Referral Program

Shoppe Company has a referral program under which it will pay an existing franchisee (the "Referring Franchisee") a referral fee, as described below, under limited circumstances. If you have been referred to us under the terms of this program, it is important for you (the "Candidate") to understand that the Referring Franchisee is not our agent, and is not authorized to engage in any franchise selling efforts; and in particular is not authorized by us to provide you with any financial information relating to the performance or performance potential of any Häagen-Dazs Shops. We require that the Referring Franchisee's only involvement be the making of the referral invitation. If we determine that the Referring Franchisee did not comply with the requirements we are describing, then we may disqualify the Referring Franchisee from receiving a referral fee; and we may determine that we are unable to proceed to grant you a franchise.

We will only pay a referral fee if every one of the following conditions is met. The Candidate must (1) be a person with whom we are not already acquainted; (2) be introduced to us by the Referring Franchisee as a potential franchisee (the "Referral"); (3) meet our requirements for becoming a franchisee; (4) sign a franchise agreement with us within one year from the referral, and timely pay the applicable franchise fee; and (5) open a Shop under the terms of the franchise agreement. Additionally, the Referring Franchisee may not (1) have any direct or indirect interest in the Shop or related business (other than the contemplated referral fee); and (2) may not provide the Candidate with any financial information concerning the performance of any Häagen-Dazs Shops, or otherwise engage in any selling efforts with respect to the possible franchise (i.e. the existing referring franchisee's involvement must be limited to the introduction). Provided that each and all of these conditions are satisfied, we will pay the Referring Franchisee 20% of the initial franchise fee actually paid to us by the Candidate in connection with the first Shop opened by the Candidate. We will not pay any amount in connection with any subsequent Shop opened by the Candidate, or in connection with any renewal of the franchise for the first Shop opened by the Candidate. This referral program only applies to the establishment of a traditional Häagen-Dazs Shop; we do not have a referral program for Hospitality Shops.

Discount Programs

VetFran Program

We are participating in the International Franchise Association VetFran program. If you are a qualified United States armed forces veteran, you are eligible for a 25% discount on the Initial Franchise Fee for your first Häagen-Dazs Shop, which represents a savings of $7,500. The discount will be applied to your Initial Franchise Fee.

Experienced Operator Discount Program

If, as of your franchise application date, you currently are, and for at least two full years have been a franchisee of another franchised foodservice concept, and during that time have continuously operated at least two discreet foodservice outlets as part of that foodservice concept's franchise system, and you otherwise meet our franchise criteria, then you will be eligible to purchase a franchise for a new Häagen-Dazs Shop for $20,000.

Hospitality Shops

The information in this "Hospitality Shop" section applies to you only if you are now being offered the opportunity to enter into a Häagen-Dazs Hospitality Agreement. A copy of the Hospitality Agreement is attached to this Franchise Disclosure Document as Exhibit D.

The Hospitality Shop offering is geared toward entertainment venues, typically requiring an admission, such as sporting arenas and convention centers, where food is offered during limited hours to coincide with events at the respective venue, and resorts where food is consumed almost entirely by resort guests. As such the typical Shop site selection procedures will not apply. Instead, we will specify the "Shop Premises" in the Hospitality Agreement.

The Term of the Hospitality Shop franchise will be determined by you and Shoppe Company, and can be anywhere from one to five years, and stated in your Hospitality Shop Agreement. However, if you are unable to open your Hospitality Shop within six months, then, among other possibilities, the term of your franchise can be reduced by the length of the delay.

As noted above, there is no Initial Franchise Fee for a Hospitality Shop. Our Hospitality Shop development procedures are described in Item 11.

Area Development Agreement

The information in this "Area Development Agreement" section applies to you only if you are now being offered the opportunity to enter into a Häagen-Dazs Shop Area Development Agreement. A copy of the Area Agreement is attached to this Disclosure Document as Exhibit E.

Each New Shop will be established under the terms of a separate Franchise Agreement, in the form we are issuing when the Franchise Agreement is issued. However, you will not be required to pay a Franchise Fee for any New Shop, except in the case of a New Shop opened in excess of the agreed upon Development Quota (as defined in Item 12), in which case the Franchise Fee is $5,000. Other financial terms will be consistent with our offering at the time we enter a Franchise Agreement, with some minor exceptions, such as a cap on the royalty that we could impose.

As noted above, a number of business terms are subject to negotiation, including the franchise development fee ("Franchise Development Fee"). This is because no two Development Areas will be alike, and the specific terms to be negotiated will to a significant degree be based on the Development Area. Because these terms are subject to negotiation, we cannot accurately predict what the Franchise Development Fee will be, but we estimate it will be between $40,000 and $265,000, depending on the terms of your agreement. We do not anticipate entering into a large number of Area Agreements. While we may enter into an Area Agreement for a Development Area where there are already Shops, for the most part the Area Agreement is perceived as a vehicle for establishing Shops in geographic areas where Shops do not already exist, or exist in fairly limited numbers.

Although, we anticipate entering into the number of Franchise Agreements necessary to satisfy the Development Quota, we may refuse to grant you a franchise if you fail to continue to satisfy our reasonable operational, financial, managerial and other standards.

Satellites

The information in this "Satellites" section applies to you only if you are now being offered the opportunity to develop a Satellite, which is an additional selling point in a mall or other commercial facility where you already have a Shop. In general, a Satellite is operationally dependent upon your existing Shop, and located within the territory granted by the Franchise Agreement for your Shop. If you are presently being offered the opportunity to purchase a Shop franchise, then you should not assume you will have an opportunity to develop a Satellite in the future, or that, if offered to you in the future, then that the terms would be the same as they are now.

At this time, and under certain limited circumstances, we may permit the development of a Satellite. In most cases you will use your existing Shop for storage space, and for certain preparation and cleaning activities associated with your Satellite. If you obtain our permission to develop a Satellite, then you will pay a non-refundable $1,000 "Satellite Fee" when you sign a Häagen-Dazs Satellite Agreement. A copy of our standard Satellite Agreement is attached to this Disclosure Document as Exhibit C. The Satellite Fee is not refundable, even if you never actually open a Satellite.

The Satellite Agreement will permit you to develop and operate a Satellite for a period of up to ten years, but not exceeding the remaining term of the Franchise Agreement for your Shop.

Successive Term Franchise Agreement; Renewal Agreement

If you are an existing franchisee, with a soon to expire Häagen-Dazs Shop Franchise Agreement, and are now being offered an opportunity to purchase a franchise for a successive term or a renewal term, then the Initial Franchise Fee will be $10,000 in the case of a Successive Term Franchise Agreement, or from $0 to $7,500 in the case of a Renewal Agreement. The entire fee is due when you sign your Franchise Agreement and is non-refundable. The term of the franchise will be for ten years. The terms of a Successive Term Franchise Agreement and Renewal Agreement are identical, except that the franchise fee, in the case of a Renewal Agreement, is determined on the basis of a formula in the expiring Häagen-Dazs Shop Franchise Agreement.

As a matter of practice, at your request, we will enter into a franchise for a shorter successive term, or renewal term, of up to three years, if you cannot obtain lease rights to continue to operate the Shop for a longer period. In the case of a Successive Term Franchise Agreement, will charge $1,500 for up to a one-year term; $3,000 for up to a two-year term; and $4,500 for up to a three-year term. In the case of a Renewal Agreement, the fee would be determined in the same manner, except if the expiring Franchise Agreement contemplated no fee for the renewal term, in which case we would not charge a franchise fee for the reduced term Renewal Agreement.

The Franchise Agreement does not grant you any right to renew the franchise at the end of the successive term. We may withdraw our offer to enter into a successive term Franchise Agreement with you if you fail to timely comply with the procedures prescribed by us.

If your Shop does not conform to current Häagen-Dazs design criteria, then we may require you to remodel your Shop during the first year of your successive term. If you are obligated to remodel during the first year of your successive term, and you fail to do so, then we may terminate your Franchise Agreement.

Modification of Standard Financial Terms

While in general we do not negotiate changes to the standard financial terms described in this Item 5, with respect to a franchise for a Shop, we occasionally agree to modifications based on unique circumstances. We anticipate possibly negotiating modifications to the terms of the Hospitality Shop Franchise Agreement, in view of the nature of the commercial environments where we would anticipate the establishment of a Hospitality Shop. As noted above, we participate in the International Franchise Association VetFran program, and the Experienced Operator Discount Program, under which qualified persons are eligible to pay a reduced franchise fee. As noted above, the terms of our Area Development Agreement will be negotiated on a case by case basis.

During the most recently completed fiscal year ended December 31, 2022 we: (1) granted two franchise agreements with a reduced initial franchise fee for a franchisee to re-open a previously closed Häagen-Dazs Shop; (2) provided one experienced operator a franchise fee discount; (3) granted one franchise agreement with a reduced franchise fee for an existing franchisee; and (4) granted three satellite agreements without an initial fee.

Financial Assurances

Some states have imposed a fee deferral. Please refer to the State Addendum in Exhibit G to the Franchise Disclosure Document.

ITEM 6
OTHER FEES

Shop or Satellite

Type of Fee[(1)]	Amount	Due Date	Remarks
Continuing Royalty Fee[1]	4% of Gross Sales[3,]	Payable weekly (or less frequently as determined by us)	The franchise agreement defines gross sales to include anything you sell from your Shop, even if sold in violation of your franchise agreement. [5]
General Marketing Contribution[1]	$5,520 per year for a Shop as of issuance; increasing to $6,000 per year in May 2023 $2,760 per year for a Satellite as of issuance; increasing to $3,000 per year in May 2023	Payable monthly	The General Marketing Contribution is $5,520 per year as of the date of this Franchise Disclosure Document, and is subject to further annual increases in accordance with a formula in the Franchise Agreement tied to the Consumer Price Index. The General Marketing Contribution for a Satellite is 50% of the amount for a Shop. We may, but need not, delay periodic increases. Based on the formula in the Franchise Agreement, we could have increased the rate to as much as $5,625 in 2019, $5,775 in 2020, $5,850 in 2021, $6,300 in 2022, and $6,750 in 2023. In view of the ongoing COVID-19 pandemic, we have decided not to increase the rate during 2020, 2021 and 2022 and for 2023 we are increasing the rate to $6,000.

Type of Fee[(1)]	Amount	Due Date	Remarks
Local Marketing Contribution[1]	1% of Gross Sales[3]	Payable weekly (or less frequently as determined by us).	Your Local Marketing Contribution will equal 1% of your gross sales. The Local Marketing Fund your Local Marketing Contributions create will be used by us for Local Marketing Activities that we think will be of some benefit to your Shop, or will be made available to you on a reimbursement basis for Local Marketing Activities approved by us and undertaken by you. If we elect to make the Local Marketing Funds available to you on a reimbursement basis, but you do not become entitled to a portion of those Local Marketing Funds within the time periods that we occasionally establish, then the portion to which you do not become entitled will be used by us in the same manner as your General Marketing Contribution. If you are purchasing a Satellite Agreement, then the amount you will pay will be based on the percentage, if any, that the Franchise Agreement for your related Shop requires you to pay.
Transfer Fee[1]	$7,500	Payable when written documentation of the proposed transfer is sent to Shoppe Company.	We may temporarily reduce and reinstate this fee, occasionally at our discretion, in accordance with special transfer policies we implement. See Item 17.
Product Purchases[2]	(See Item 8)		
Inspection Fees[1]	$100 per hour plus actual expenses	When incurred	If an inspection of your Shop discloses violations of applicable System standards previously noted in an earlier Shop inspection, then we may require you to reimburse us for the cost of the second inspection at the rate of $100 per hour plus expenses.
Audit Fees[1]	Costs of Audit including Legal Fees	When incurred	If you submit materially inaccurate financial information in connection with the payment of royalties or marketing contributions, or do not permit inspection of your books and records.
Alternative Supplier Review Fee[1]	All reasonable expenses incurred	When incurred	In certain limited circumstances you may seek approval of alternative sources of supply for certain items.
Remedial Training Fee[1]	All reasonable expenses incurred	When incurred	In lieu of declaring a breach, we may, but need not require you to attend a remedial training session to address operational deficiencies.

Type of Fee[(1)]	Amount	Due Date	Remarks
Remedial Costs and Administrative Fee[1]	All expenses incurred to correct non-conforming condition plus 15% of the costs we incur	When incurred	We may correct or arrange for the correction of operational deficiencies that you have failed to correct, in which case you must reimburse us for the costs we incur, plus pay us an administrative fee equal to 15% of the costs we incur.
Late Payment Charge[1, 4]	10% of late payment; interest up to 18% per year	Upon Failure to Timely Pay Amounts Owed	We may, but are not required to, impose late payment charges and interest on late payments.
Renewal Fee[5]	50% of our then-current franchise fee being charged to existing franchisees for a new, traditional Haagen-Dazs Shop.	In connection with entering into a successive term franchise agreement.	If you are now entering into a Franchise Agreement in connection with a new Häagen-Dazs Shop, then, when that Franchise Agreement expires, if you meet the applicable requirements (see note 5), you will be able to enter into a successive term Franchise Agreement to continue to operate your Shop beyond the expiration date of the Franchise Agreement you are now entering into.

Hospitality Shop

Type of Fee[(1)]	Amount	Due Date	Remarks
Continuing Franchise Fee	$1.00 per gallon of Häagen-Dazs brand products purchased	When payment for Häagen-Dazs brand products is due, unless separately invoiced	We may elect to have the supplier of Häagen-Dazs brand products (see Item 8) collect the Continuing Franchise Fee on our behalf.
Continuing Royalty Fee	$2.52 per gallon of Häagen-Dazs brand tub products and per gallon of soft-serve yogurt (through April 2023); the per gallon rate will increase to $2.70 on May 1, 2023	When payment for Häagen-Dazs brand products is due, unless separately invoiced	We may elect to have the supplier of Häagen-Dazs brand products (see Item 8) collect the Continuing Royalty Fee on our behalf. The Continuing Royalty Fee is based on a prescribed number of cents per gallon of "Häagen-Dazs" product used in the Shop. The original base rate was $0.40 per gallon, adjusted in proportion to annual changes in the U.S. Consumer Price Index under a formula stated in the Hospitality Agreement.
General Marketing Contribution[1]	20¢ per gallon of Häagen-Dazs brand products purchased, which equates to 50¢ for a 2½ Gallon Tub	When payment for Häagen-Dazs brand products is due, unless separately invoiced	We may elect to have the supplier of Häagen-Dazs brand products (see Item 8) collect the Continuing Franchise Fee on our behalf.
Transfer Fee[1]	$1,000 in the case of a Hospitality Shop	Payable before your transfer becomes effective.	We may temporarily reduce and reinstate this fee, occasionally, at our discretion, in accordance with special transfer policies we implement. See Item 17.
Product Purchases[2]	(See Item 8)		

Type of Fee[(1)]	Amount	Due Date	Remarks
Inspection Fees[1]	$100 per hour plus actual expenses	When incurred	If an inspection of your Shop discloses violations of applicable System standards previously noted in an earlier Shop inspection, then we may require you to reimburse us for the cost of the second inspection at the rate of $100 per hour plus expenses.
Audit Fees[1]	Costs of Audit including Legal Fees	When incurred	If you submit materially inaccurate financial information in connection with the payment of royalties or marketing contributions, or do not permit inspection of your books and records.
Alternative Supplier Review Fee[1]	All reasonable expenses incurred	When incurred	In certain limited circumstances you may seek approval of alternative sources of supply for certain items.
Remedial Training Fee[1]	All reasonable expenses incurred	When incurred	In lieu of declaring a breach, we may, but need not require you to attend a remedial training session to address operational deficiencies.
Late Payment Charge[1, 4]	10% of late payment; interest up to 18% per year	Upon Failure to Timely Pay Amounts Owed	We may, but are not required to, impose late payment charges and interest on late payments.

Area Development Agreement

Type of Fee[(1)]	Amount	Due Date	Remarks
Development Fee	To be negotiated	Upon signing of Area Development Agreement	The Development Fee is in place of the initial franchise fee that would otherwise be payable for each New Shop opened in satisfaction of the Development Quota. See first table in this Item 7 for the other fees payable under the Franchise Agreement.
Franchise Fee (for Shops in excess of Development Quota)	$5,000	Within 30 days after the opening of the Shop.	The Area Development Agreement will require you to open a specific number of New Shops. (See Item 5). If you open more New Shops than required by the Area Development Agreement, then you will pay this fee for each additional New Shop.
Liquidated Damages	Varies	Within 30 days after the expiration of the Term of the Area Development Agreement	Applies if you fail to satisfy the Development Quota. The amount of the Liquidated Damages will be based on the number of New Shops you failed to timely open, and the average annual royalty paid to us in connection with the other Shops in the Development Area.

Item 6 Table Notes:

1. In general, the other fees are uniform among the same type of agreement issued at about the same time. From time to time Shoppe Company modifies its standard franchising documents, as a result of which certain fees may differ from those set forth in your agreement. Shoppe Company may also negotiate, reduce, waive or not impose certain fees on a case-by-case basis depending on the particular circumstances. Fees are payable to Shoppe Company and are non-refundable. Interest on fees not timely paid may be charged at the lower of 18% per year, or the permissible interest rate where your Shop is located.

2. You must purchase your entire requirements of ice cream and other frozen dessert products from Shoppe Company's parent company, Dreyer's (See Items 1 and 8).

3. The Franchise Agreement defines "Gross Sales" to mean: "the selling price, after reduction for all non-reimbursable discounts or allowances, of any food, merchandise and services from the Shop, all income of every kind and nature related to the Shop, Franchise, and/or Marks, even if derived from sales or activities not permitted by this Agreement; the fair value of any non-monetary consideration (other than non-reimbursable discounts and allowances) received by Franchisee for any food, merchandise, and services, from the Shop, which are bartered, traded or otherwise exchanged by Franchisee for valuable goods or services; and all proceeds of any business interruption insurance policies related to the Shop or Franchise" exclusive of any applicable sales, excise or other taxes. If Franchisee is authorized by Shoppe Company, or without such authorization, sells food, merchandise or services associated with the Marks away from the Shop, then the revenues from those sales shall be a part of Franchisee's Gross Sales."

4. The late payment provisions also apply to amounts not timely paid to our affiliates, including in connection with your purchases of Häagen-Dazs brand products.

5. You will be eligible for a renewal term, under our then current form of Franchise Agreement, only if you give us written notice that you want the successive term Franchise Agreement in accordance with the terms of your Franchise Agreement, and you continue to meet specified operational and financial requirements.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

New Shop

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee(1)	$30,000	$30,000	As Agreed	$3,000 due when Franchise Agreement is signed; balance due when Shop Premises are designated	Us

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Travel and Living Expenses to Attend Application Interview[(2)]	$1,189	$1,189	As Incurred	As Arranged	Airlines, Hotels and Restaurants
Travel and Living Expenses During Training[(3)]	$3,079	$3,079	As Incurred	As Arranged	Airlines, Hotels and Restaurants
Leasehold Improvements[(4)]	$105,000	$300,000	As Agreed	As Arranged	Third-Party Vendors
Deposits and Licenses[(5)]	$7,500	$17,500	As Incurred	As Incurred	Third Parties
Equipment, Fixtures and Furnishings	$50,000	$115,000	As Incurred	Before Opening	Third-Party Suppliers
Opening Inventory	$6,000	$10,000	As Incurred	Before Opening	Dreyer's and various third-party suppliers
Insurance[(6)]	$1,500	$2,500	As Incurred	As Incurred	Insurance Carriers
Additional Funds – Three Months[(7)]	$10,250	$63,500	As Incurred	As Incurred	Employees, landlord, suppliers, utilities, etc.
TOTAL ESTIMATED INITIAL INVESTMENT[(8)]	$214,518	$542,768			

New Shop (Existing Franchisee)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[(1)]	$15,000	$15,000	As Agreed	$3,000 due when Franchise Agreement is signed; balance due when Shop Premises are designated	Us
Travel and Living Expenses During Training[(3)]	$0	$3,079	As Incurred	As Arranged	Airlines, Hotels and Restaurants
Leasehold Improvements[(4)]	$105,000	$300,000	As Agreed	As Arranged	Third-Party Vendors
Deposits and Licenses[(5)]	$7,500	$17,500	As Incurred	As Incurred	Third Parties
Equipment, Fixtures and Furnishings	$50,000	$115,000	As Incurred	Before Opening	Third-Party Suppliers
Opening Inventory	$6,000	$10,000	As Incurred	Before Opening	Dreyer's and various third-party suppliers
Insurance[(6)]	$1,500	$2,500	As Incurred	As Incurred	Insurance Carriers
Additional Funds – Three Months[(7)]	$10,250	$63,500	As Incurred	As Incurred	Employees, landlord, suppliers, utilities, etc.
TOTAL ESTIMATED INITIAL INVESTMENT[(8)] (9) (10)	$195,250	$526,579			

Satellite

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Satellite Fee[11]	$1,000	$1,000	As Agreed	When Satellite Agreement is signed	Us
Travel and Living Expenses During Training[3]	$0	$3,079	As Incurred	As Arranged	Airlines, Hotels and Restaurants
Leasehold Improvements[4]	$105,000	$300,000	As Agreed	As Arranged	Third-Party Vendors
Deposits and Licenses[5]	$7,500	$17,500	As Incurred	As Incurred	Third Parties
Equipment, Fixtures and Furnishings	$50,000	$115,000	As Incurred	Before Opening	Third-Party Suppliers
Opening Inventory	$6,000	$10,000	As Incurred	Before Opening	Dreyer's and various third-party suppliers
Insurance[6]	$1,500	$2,500	As Incurred	As Incurred	Insurance Carriers
Additional Funds – Three Months[7]	$10,250	$63,500	As Incurred	As Incurred	Employees, landlord, suppliers, utilities, etc.
TOTAL ESTIMATED INITIAL INVESTMENT[8] [12]	$181,250	$512,579			

Existing Shop Successive Term or Renewal

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Successive Term or Renewal Franchise Fee[1]	$0	$10,000	Note 1	When Franchise Agreement is Signed	Us
Travel and Living Expenses During Training[3]	$0	$3,079	As Incurred	As Arranged	Airlines, Hotels and Restaurants

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Leasehold Improvements[4]	$35,000	$185,000	Note 5	Note 5	Third-Party Vendors
Deposits and Licenses[5]	$0	$17,500	As Incurred	As Incurred	Third Parties
Equipment, Fixtures and Furnishings	$15,000	$90,000	As Incurred	As Incurred	Third-Party Suppliers
Insurance[6]	$1,500	$2,500	As Incurred	As Incurred	Insurance Carriers
Additional Funds – Three Months[7]	$10,250	$63,500	As Incurred	As Incurred	Employees, landlord, suppliers, utilities, etc.
TOTAL ESTIMATED INITIAL INVESTMENT[8] (10) (13)	$61,750	$371,579			

Häagen-Dazs Hospitality Shop

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Travel and Living Expenses to Attend Application Interview[2]	$0	$1,189	As Incurred	As Arranged	Airlines, Hotels and Restaurants
Leasehold Improvements[4]	$3,000	$160,000	Note 5	Note 5	Third-Party Vendors
Deposits and Licenses[5]	$0	$10,000	As Incurred	As Incurred	Third Parties
Equipment, Fixtures and Furnishings	$4,000	$45,000	As Incurred	Before Opening	Third-Party Suppliers
Opening Inventory	$1,500	$5,000	As Incurred	Before Opening	Dreyer's and various third-party suppliers
Insurance[6]	$0	$2,500	As Incurred	As Incurred	Insurance Carriers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Additional Funds – Three Months[7]	$6,000	$50,000	As Incurred	As Incurred	Employees, landlord, suppliers, utilities, etc.
TOTAL ESTIMATED INITIAL INVESTMENT[8] (14)	$14,500	$273,689			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Franchise. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee and Successive Term or Renewal Franchise Fee. The Franchise Agreement must be signed 90 days prior to the expiration of your current franchise agreement unless a shorter time period is allowed by us. The Initial Franchise Fee is $15,000 for existing franchisees, $20,000 for experienced operators who satisfy the requirements of the Experienced Operator Discount Program, $22,250 for U.S. armed services veterans who satisfy the requirements of our VetFran discount program, or $30,000 for new franchisees, in the case of a franchise for a new Shop. The fee for a successive term is $10,000 for a term 10 years, and is not refundable. The fee for a renewal term is from $0 to $7,500, based on a formula in your expiring Franchise Agreement, and is not refundable.

2. Travel and Living Expenses to Attend Application Interview. Assumes one person, one night of lodging at $149/night, one day of food costs at $40/day, and round-trip air fare at $1,000. Actual costs will vary considerably depending upon location of travel origin, and number of persons. This expense will be incurred even if your Franchise Application is not accepted by Shoppe Company. Existing Franchisees are normally not required to attend an interview. We may not require an interview in Minneapolis in the case of a Hospitality Shop, if we have a sufficient understanding of your operational experience based on your existing business operations.

3. Travel and Living Expenses during Training. Assumes one person, 11 nights of lodging at $149/night, and 11 days of food costs at $40/day, and round-trip air fare at $1,000. Actual costs will vary considerably depending upon location of travel origin, and number of persons. This expense will be incurred even if you do not pass training. In the case of a Hospitality Shop training may take place at the Hospitality Shop itself.

4. Leasehold Improvements. Franchisees' expenditures for real property for Häagen-Dazs Shop premises vary substantially from one Shop location to another and are determined by local market conditions including the Shop's geographic area, location, improvements, size, utilities, term of

lease, negotiating ability of the franchisee and other competitive or market forces involved in the acquisition or lease of real property. New Shops typically range from 200 to 1,800 square feet but are usually approximately 500 to 1,000 square feet in size and are usually located in active shopping areas such as selected locations in regional malls. You can estimate your particular real property expenditure by discussing these requirements with persons active in the real property business in the area of your proposed Shop such as developers and commercial property lessors, or your independent business or real estate advisor. Expenditures for real property are made directly to the owner or landlord of the real property. Shops ordinarily are developed in existing shopping center buildings or in-line locations and rarely are established in free-standing buildings.

In the case of a Hospitality Shop, the investment range takes into account that you probably already operate within the facility in which the Hospitality Shop will be located.

Construction, remodeling, leasehold improvements and decorating all must be performed in accordance with standards and requirements established by us, and subject to the requirements of the landlord. Your level of investment will vary widely according to the peculiarities of your Shop location, with tenant allowances sometimes available from developers or landlords. Where real property is acquired by lease, owners and landlords are often willing to perform certain of those improvements in exchange for larger rent payments. Payments for construction, remodeling, leasehold improvements and decorating are made directly to the supplier of those services under the terms bargained for by you.

In considering any Shop facility, you should be aware that Title III of the Americans with Disabilities Act of 1990, 42 U.S.C., Section 1201, et seq. (ADA), became effective January 26, 1992. The ADA requires that public accommodations (which includes shops and restaurants) be readily accessible to and usable by disabled persons. The implementation of the ADA may increase the costs of construction of new Shops and may require alteration of existing Shops. In addition, similar state laws may impact construction costs. The ADA Accessibility Guidelines contain general design standards for building and site elements, such as parking, accessible routes, ramps, stairs, elevators, doors, entrances, drinking fountains, bathrooms, controls and operating mechanisms, areas, automated teller machines and dressing rooms. They also have specific technical standards for shops and restaurants. For specific information about ADA requirements, including those affecting Public Services and Public Accommodations, the United States Government contact is: Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118.

5. Deposits and Licenses. Security deposits and other prepaid expense will vary according to your, and your Shop's, particular circumstances. Security deposits or prepaid expenses are often required in connection with real property leases, personal property leases, utility requirements, insurance requirements and telephone arrangements. Down payments may be required by vendors of equipment, fixtures and other assets. Generally, the amount of each security deposit, down payment or prepaid expense is determined by the arrangements negotiated by you and each vendor. The extent to which such payments are refundable is governed by the terms of the agreements or as regulated by law.

Various permits and licenses are required by governmental regulations on either an isolated or recurring basis. Typical permits include those from health departments, fire departments, food establishment regulatory agencies, labor departments, sales tax bureaus and other similar governmental agencies. You should investigate the cost and availability of these permits before making any commitment. The amounts and due dates of permit fees are determined by governmental authorities and you must pay such fees to them directly, usually before opening.

Investment range takes into account that, in the case of a Hospitality Shop, you may already have the licenses and permits needed to operate the Hospitality Shop.

6. Insurance. You are required by the Franchise Agreement to purchase and maintain general liability insurance and product/completed operations insurance in minimum amounts of $1,000,000 aggregate single limit coverage and to maintain other insurance are accordance with state law requirements. Initial premiums for the insurance are subject to change due to market forces beyond the control of Shoppe Company or you. Failure to maintain such insurance may result in loss of the franchise. The cost of other coverage, including your discretionary purchases, varies widely but is estimated to be $1,500 to $2,500 for a three to four month period. We may occasionally increase the minimum amount of insurance coverage we will require you to maintain during the term of your Franchise Agreement.

   In the case of a Hospitality Shop, the investment table reflects the possibility that your existing insurance premium would not change in connection with your establishment of a Hospitality Shop.

7. Additional Funds Three-Months. This estimates expenses, including payment of marketing contributions, royalties, rent and payroll costs, and replenishing of inventory over an initial start-up period of three months. These figures are estimates only and Shoppe Company does not guarantee that you will not have additional expenses starting the business.

8. Costs Impacts. These ranges are based on historical information, and reflect cost variability. Variables you should consider when calculating your initial investment include: inflationary conditions, local price and supply conditions, local labor conditions, the potential for unforeseen delays or strikes, and other factors which can add to your costs of establishing your Shop. Please be mindful that the estimated typical initial investment costs presented reflect only initial cash outlays, and do not include long term investment commitments and financing costs, nor the ongoing expenses you will incur to operate your Shop.

   Amounts payable to Shoppe Company are not refundable, except to the extent described in Item 5 and Item 11. Amounts payable to Dreyer's for products are not refundable. The extent to which payments to third parties are refundable is governed by the terms of the agreements with those third parties, or by law.

9. Reflects: (a) reduced franchise fee paid by existing franchisees, (b) that we do not require existing franchisees to attend an interview in Minneapolis, and (c) that we may waive the requirement that an existing franchisee attend, or send a manager to attend training in Minneapolis.

10. If you develop Shops under an Area Development Agreement, the cost to develop each Shop will be consistent with the then current investment tables for a Shop, except that you will not pay the initial franchise fee, and you will have paid a negotiated Area Development Fee. Because the Area Development Fee will be negotiated (see Item 5), we cannot estimate what it will be.

11. Satellite Fee. The Satellite Fee is due only in the case of an existing franchisee being granted a Satellite Agreement in connection with an existing Shop.

12. Reflects: (a) Satellite Fee, (b) that we do not require existing franchisees to attend an interview in Minneapolis, (c) that we may waive the requirement that an existing franchisee attend, or send a manager to attend training in Minneapolis, and (d) that we do not intend to require an iPad ($500)

for smaller Satellites which function as a secondary selling point operationally dependent on the primary Shop.

13. Assumes that you will not need to purchase an initial inventory, may not be required to attend, or send someone to attend training, and that you may not need to renew any licenses or obtain any new operational permits.

14. This range takes into account that you may already have certain of the equipment needed in connection with a Hospitality Shop, such as a storage freezer.

Existing Shops. An already operating Shop being sold by its existing independent franchisee, or by Shoppe Company in certain cases, is sold as a unit at a price and upon terms and conditions directly and individually negotiated with its owner usually reflecting the value of the assets being sold, the going concern value of the business, and a profit to the seller. Shoppe Company may require renovations or repairs to an existing Shop as a condition to its consent to the transfer of the franchise. The costs of such renovations and repairs vary widely from unit to unit and will be in addition to the purchase price.

Area Development Franchise

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Franchise Development Fee[(1)]	$40,000	$265,000	As Agreed	When you sign the Area Agreement	Us
Initial Investment for the first Häagen-Dazs Shop[(2)]	$184,518	$524,383	Per New Shop Table Above	Per New Shop Table Above	Per New Shop Table Above
TOTAL ESTIMATED INITIAL INVESTMENT FOR THREE HÄAGEN-DAZS SHOP BUSINESSES[(3)]	$585,018	$1,606,015			
TOTAL ESTIMATED INITIAL INVESTMENT FOR TEN HÄAGEN-DAZS SHOP BUSINESSES[(3)]	2,071,768	$5,475,727			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Franchise. We do not offer direct or indirect financing for these items. All expenditures

paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Franchise Development Fee. If you sign an Area Development Agreement to develop a mutually agreed number of Häagen-Dazs Shops, you will pay a Franchise Development Fee. The Franchise Development Fee assumes a minimum of three Shops at the low end of the investment range, to a high of ten Shops at the high end of the investment range.

2. Initial Investment for First Häagen-Dazs Shop. These are the estimates to open your first Häagen-Dazs Shop as described in the New Shop table above with the following exceptions: i) the Franchise Development Fee is paid instead of the Initial Franchise Fee; ii) the high end of the expenses for the Travel and Living Expenses to Attend Application Interview have been increased by $2,378 to account for two additional persons to attend the interview; and iii) the high end of the expenses for Travel and Living Expenses During Training have been increased by $9,237 to account for two additional persons to attend training. Travel and Living Expenses to Attend Application Interview are only paid for your first Häagen-Dazs Shop. Travel and Living Expenses During Training are paid for your first Häagen-Dazs Shop. We may waive the requirement that an existing franchisee attend, or send a manager to attend training in Minneapolis for each additional Häagen-Dazs Shop you open.

3. This is an estimate of your initial startup expenses and initial investment for an Area Development Franchise opening up to three or up to ten Häagen-Dazs Shops. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Under the Franchise Agreement you are required to obtain your Shop's entire requirements for ice cream, frozen yogurt, sorbet, and any other frozen desserts (dairy and non-dairy) and related products only from Shoppe Company or a source designated by Shoppe Company. Shoppe Company has designated its corporate parent, Dreyer's as your only source for ice cream, frozen yogurt, and related products. (See Item 1). Dreyer's will sell these products to you at prices that include a markup intended to make a profit for Dreyer's, some, none or all of which Dreyer's may allocate to Shoppe Company.

No officers of Shoppe Company have an ownership interest in any supplier that will sell items to you for use in your Shops, other than a possible inconsequential interest based on stock holdings in publicly traded securities.

Dreyer's derives revenue from Franchisee required purchases of Häagen-Dazs brand ice cream, frozen yogurt, sorbet and other products. In the year ended December 31, 2022, Dreyer's revenue from required purchases, before taking into account the rebate to Shoppe Company described below, was approximately $19,103,251, which is less than 1% percent of Dreyer's total revenues during that period. Dreyer's manufacturers Häagen-Dazs brand prepackaged single serving ice cream novelties, which are presently not required menu items for Haagen-Dazs Shops. In the year ended December 31, 2022, Dreyer's revenue from purchases of these novelties by Franchisees was approximately $189,064, which is less than 1% of Dreyer's total revenues during that period. Shoppe Company receives a commission based on Dreyer's sales of tubs of Häagen-Dazs brand products to you and other Häagen-Dazs Shop franchisees. In connection with Shoppe Company's most recently completed fiscal year ended December 31, 2022, the

commission received from Dreyer's was $4.29 per tub (or equivalent), resulting in a total commission of approximately $1,651,165.

During the most recently completed fiscal year ended December 31, 2022, Shoppe Company's total revenue from its franchisees' required purchases was $1,724,195, which was 20% of Shoppe Company's total revenue of $8,415,289. Shoppe Company's total revenue from required purchases is comprised of the commission from Dreyer's described above rebates from Dart Container Company, First Data Merchant Services ("First Data"), Nestle Waters and Joy Cone described below.

We do not derive revenue from selling or leasing property or equipment to franchisees. We may occasionally impose costs in connection with certain marketing materials we make available to you although the revenue derived in connection with these sales is anticipated to be less than the costs of making them available to you. You are required to purchase only Häagen-Dazs brand ice cream, frozen yogurt, sorbet, and other Häagen-Dazs brand frozen dessert products that may exist from time to time, that we authorize for sale. These Häagen-Dazs frozen dessert products will make up substantially all the variable costs of sale items required in operating your Shop, and will account for approximately 20-25% of your total cost to operate your Shop. We do not establish annual minimum required purchases of Häagen-Dazs brand ice cream, frozen yogurt, sorbet, and other Häagen-Dazs brand frozen dessert products. Supplies of ice cream and other products are subject to availability and can be interrupted by strikes, shortages of raw materials, government actions and other causes. We do not guarantee you that you will be able to purchase specific products or flavors in the quantities you would like.

The Franchise Agreement obligates you to establish and operate at your expense a retail "Häagen-Dazs" Shop using signage, items of ice cream merchandising equipment, and related trade fixtures all of which comply with specifications prescribed by Shoppe Company under authority of the trademark owner, HDIP, Inc. (See Item 13).

With a few exceptions, the Franchise Agreement allows you to obtain from any available source approved trade fixtures required for operation of the business that meet the standards and specifications set by us. We can require you to obtain your menu board, which is part of your Shop's trade dress, from a source we designate. We can require you to purchase the components of your POS System (See Item 11) from, and have your POS System programmed by, a source we designate. We can require you to subscribe to credit card processing services and a gift card program we designate. Except in unusual instances, Shoppe Company plans to require all new Häagen-Dazs Shops to use credit card processing services provided by First Data, in connection with which Shoppe Company will receive a rebate of one penny per transaction. There are no restrictions with respect to how Shoppe Company may use any rebates received from First Data.

You may obtain approved packaging and paper goods from any manufacturer that has obtained a license from us or our affiliate to imprint the "Häagen-Dazs" trademarks and required text on such materials. Before purchasing packaging and paper goods from a new or unlicensed vendor, you must, in writing, request us to grant a license to the vendor. We will grant the license if the vendor is capable of producing and commits to produce in accordance with our specifications and standards, and, in our opinion, would not result in an excessive number of suppliers for the same approved item. The Franchise Agreement expressly provides that syrups, toppings, flavorings, cones and similar other items offered for consumption by the retail purchaser must be purchased from approved sources of supply, or meet standards and specifications set by us.

Standards and specifications for "Häagen-Dazs" Shops and products will be made available to you after execution of the Franchise Agreement. These include blueprints for sign design, lists of approved ice

cream merchandising equipment and related trade fixtures, and approved syrups, toppings, flavorings, cones and similar products offered for consumption by the retail customer.

The standards for syrups, toppings, flavorings, cones and similar products offered for consumption to the retail purchaser are established to enhance the "Häagen-Dazs" name, trademarks and customer acceptance and protect the goodwill of the "Häagen-Dazs" trademarks. Requests for approval of additional products must be in writing and contain any information we reasonably require. We may require you to submit samples of requested additional supplier's products, and will notify you within 90 days if those products meet our specifications. We reserve the right to charge you or the supplier for our actual costs of evaluating the proposed new product or supplier.

You must at all times maintain an inventory of food and drink products, and other supplies, adequate to satisfy customer demand at the Shop.

We reserve the right to receive consideration from suppliers and vendors and others for services rendered or rights licensed to such persons, and in connection with marketing and sales promotion programs, based upon a percentage up to a maximum of 15%, in connection with goods and services those suppliers and vendors provide to you.

From time to time Shoppe Company negotiates purchase arrangements with suppliers, including price terms, for the benefit of franchisees. Shoppe Company has an agreement with Cheney Brothers, Inc., to distribute dry goods and other items to Shops in Alabama, Florida, Georgia, North Carolina and South Carolina. Shoppe Company has an agreement with Southwest Traders, Inc. ("Southwest Traders"), to distribute dry goods and other items to Shops in California, Arizona, Nevada, Idaho, Washington, Texas, Louisiana, Arkansas, Colorado, New Mexico, and Wyoming. Aloha Packaging is the designated supplier of dry goods and other items to Shops in Hawaii. Appco is the designated supplier of dry goods and other items to Shops in the remaining states. In order to ensure distribution efficiencies, you will need to purchase supplies from the dry good distributor who Shoppe Company has designated to service the area where your Shop is located.

Shoppe Company's agreement with Southwest Traders stipulates that Southwest Traders will establish a fund equal to 1% of the total price of approved products sold to Häagen-Dazs Shops under such agreement. This fund will be used to reimburse Southwest Traders for its actual costs of all LTL shipments to the Shops. Shoppe Company will receive a rebate equal to any amount by which such fund exceeds Southwest Trader's actual cost to ship LTL orders to the Shops. There are no restrictions with respect to how Shoppe Company may use rebates received from Southwest Traders.

Shoppe Company has an agreement with Dart Container Company, which governs the price paid by distributors that purchase the Dart Container items designated for use in Häagen-Dazs Shops. Under this agreement Shoppe Company receives a rebate equal to 2% of Dart Container Company's sales of Häagen-Dazs items to those distributors. There are no restrictions with respect to how Shoppe Company may use rebates received from Solo.

Shoppe Company has an agreement with Joy Cone Company, Inc., which governs the price paid by distributors that purchase certain ice cream cones designated for use in Häagen-Dazs Shops. Under this agreement Shoppe Company receives a rebate equal to 2% of Joy Cone's sales of Häagen-Dazs items to those distributors. There are no restrictions with respect to how Shoppe Company may use rebates received from Joy Cone.

Shoppe Company has an agreement with Nestle Waters North America ("Nestlé Waters"), which governs the price paid by distributors that purchase certain bottled water designated for use in Häagen-Dazs

Shops. Under this agreement Shoppe Company receives a rebate equal to thirty cents per case. During the most recently completed fiscal year ended December 31, 2022, Shoppe Company did not receive any rebates. As some franchisees purchased Nestlé brands of bottled water from other sources, neither Shoppe Company nor Nestlé Waters know the total revenue realized by Nestlé Waters on account of franchisees' purchases of Nestlé brands of bottled waters. There are no restrictions with respect to how Shoppe Company may use rebates received from Nestlé Waters.

Shoppe Company may also invite various Häagen-Dazs system vendors and suppliers to attend, and contribute toward the costs of, a Häagen-Dazs franchisee convention.

Prior to February 1, 2020, Shoppe Company was an indirect subsidiary of Nestlé, S.A., ("Nestlé") the largest food company in the world, and which now has about a 45% indirect interest in Shoppe Company (see Item 1). At this time, with the exception of Häagen-Dazs brand products and Nestlé brand bottled water, we do not require our franchisees to purchase products manufactured by Nestlé or its affiliates (each a "Nestlé Company"). However, we permit franchisees to offer certain items manufactured by a Nestlé Company (e.g. hot chocolate mix; chocolate chips), and are evaluating certain other Nestlé Company products as potential optional menu offerings. Because the currently approved Nestlé Company products are optional menu offerings, and are purchased on the open market (e.g. from grocery stores), we have no way of estimating the revenue realized by the Nestlé Companies as a result of these optional purchases, which would account for significantly less than 1% of your total costs of goods.

You must purchase the insurance coverage that we require for your Häagen-Dazs Shop. You currently must have the following insurance coverage: commercial general liability insurance with product/completed operations insurance and blanket contractual liability coverage in minimum amounts of $1,000,000 aggregate single limit coverage and to maintain other insurance are accordance with state law requirements.

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	Item in Disclosure Document
a.	Site selection and acquisition/lease	Franchise Agreement, Section 3.1, Article 17, Exhibit B Satellite Agreement, Article 2 Hospitality Agreement, Cover Sheet Area Agreement, Articles 5, 8	Items 5, 7 and 11
b.	Pre-opening purchases/leases	Franchise Agreement, Section 11.7 Satellite Agreement, Section 2.2 Hospitality Agreement, Section 9.7	Items 8 and 11

Obligation		Section in Franchise Agreement	Item in Disclosure Document
c.	Site development and other pre-opening requirements	Franchise Agreement, Section 3.1, Exhibit A, Exhibit B Satellite Agreement, Article 2 Hospitality Agreement, Article 3 Area Agreement, Section 10.1	Items 5, 6, 7 and 11
d.	Initial and ongoing training	Franchise Agreement, Sections 7.4, 11.3 Hospitality Agreement, Section 9.3	Item 11
e.	Opening	Franchise Agreement, Section 5.2, Exhibit A Satellite Agreement, Section 4.1 Hospitality Agreement, Article 3 Area Agreement, Article 8	Item 11
f.	Fees	Franchise Agreement, Article 7, Article 9, Sections 11.3.4, 11.12, 12.7, 14.3.5 Satellite Agreement, Articles 3, 5, 6 Hospitality Agreement, Article 7, Sections 9.3.2, 9.12, 10.4, 12.2.4 Area Agreement, Article 6, Sections 8.3 8.5,	Items 5, 6 and 7
g.	Compliance with standards and procedures and policies/operating manual	Franchise Agreement, Article 11 Hospitality Agreement, Article 9	Item 11
h.	Trademarks and proprietary information	Franchise Agreement, Article 10 Hospitality Agreement, Article 8	Items 13 and 14
i.	Restrictions on products/services offered	Franchise Agreement, Sections 11.6, 11.7 Hospitality Agreement, Sections 9.6, 9.7	Item 16
j.	Warranty and customer service requirements	Franchise Agreement, Sections 11.6, 11.7 Hospitality Agreement, Sections 9.6, 9.7	Item 11
k.	Territorial development and sales quotas	Hospitality Agreement, Articles 5, 8	Items 5 and 12
l.	Ongoing product/service purchases	Franchise Agreement, Sections 11.6, 11.7 Hospitality Agreement, Sections 9.6, 9.7	Items 8 and 11

Obligation		Section in Franchise Agreement	Item in Disclosure Document
m.	Maintenance, appearance and remodeling requirements	Franchise Agreement, Sections 3.2, 11.14, 11.15, Exhibit B Satellite Agreement, Article 8 Hospitality Agreement, Article 3, Section 9.14	Item 11
n.	Insurance	Franchise Agreement, Article 19; Exhibit B, Section 2.2.4 Satellite Agreement, Article 10 Hospitality Agreement, Article 16	Items 6 and 7
o.	Advertising	Franchise Agreement, Sections 9.7, 9.8, 11.6, 11.8, 11.23, 11.24 Hospitality Agreement, Sections 7.4, 9.8	Items 6 and 11
p.	Indemnification	Franchise Agreement, Section 21.3 Satellite Agreement, Section 8.2 Hospitality Agreement, Sections 18.3, 18.4 Area Agreement, Section 15.2	Not Applicable
q.	Owner's participation/ management/staffing	Franchise Agreement, Sections 11.2, 11.3, 11.4	Item 15
r.	Records and reports	Franchise Agreement, Sections 9.4, 9.6, 11.17, 11.18, 11.20, Article 12 Satellite Agreement, Sections 8.2, 8.3 Hospitality Agreement, 9.15, 9.16	Item 15
s.	Inspections and audits	Franchise Agreement, Sections 11.11, 12.5, 12.6 Hospitality Agreement, Sections 9.11, 10.3, 10.4	Item 6
t.	Transfer	Franchise Agreement, Article 14 Satellite Agreement, Article 12 Hospitality Agreement, Article 12	Item 17
u.	Renewal	Franchise Agreement, Section 5.2.5 Satellite Agreement, Article 4 Hospitality Agreement, Section 5.3 Area Agreement, Article 4	Item 17
v.	Post-termination obligations	Franchise Agreement, Article 16, Section 18.3 Hospitality Agreement, Article 14, Section 15.2 Area Agreement, Section 8.3	Item 17

Obligation		Section in Franchise Agreement	Item in Disclosure Document
w.	Non-competition covenants	Franchise Agreement, Article 18 Hospitality Agreement, Article 15	Item 17
x.	Dispute resolution	Franchise Agreement, Article 22 Satellite Agreement, Article 14 Area Agreement, Article 16	Item 17
y.	Other	Not Applicable	Not Applicable

"Franchise Agreement" refers to the "Häagen-Dazs Shop Franchise Agreement" attached as Exhibit B. "Satellite Agreement" refers to the "Häagen-Dazs Satellite Agreement" attached as Exhibit C. "Hospitality Agreement" refers to the "Häagen-Dazs Hospitality Agreement" attached as Exhibit D. "Area Agreement" refers to the "Häagen-Dazs Shop Area Development Agreement" attached as Exhibit E.

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or other financial obligation.

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

Except as listed below, we need not provide any assistance to you.

- Shop Under a Franchise Agreement

Before you open your Shop, we will:

a. provide you with a site evaluation package, that you are responsible for completing as part of your due diligence to determine whether your Proposed Site would be viable (Franchise Agreement, Section 4.2.2);

b. provide you or your architect with prototypical design information for use by your architect in preparing the architectural plans and specifications for the construction of your Shop (Franchise Agreement, Section 6.1);

c. provide you or your architect with written specifications for furniture, fixtures, equipment, signage, inventory and supplies required for the operation of your Shop as well as a list of approved suppliers. You are responsible for the costs and expense, to install all equipment, furniture, fixtures and signage as specified in the Shop Operations Manual (Franchise Agreement, Section 6.1);

d. provide training in the major aspects of establishing and operating a "Häagen-Dazs" Shop (Section 6.2). The Shop must be managed on a day-to-day, 40 hour per week basis by you, or someone else in your organization, who has successfully completed, to our satisfaction, our training program. Our training program, "Häagen-Dazs University," lasts nine days, and is normally coordinated by our Training Manager, Eddie Barrios, at our training facility in Eden Prairie, Minnesota, or at another facility designated by us. Training may be conducted or assisted by other staff members. Upon request, or if required by us, training is provided to existing franchisees who acquire an additional franchise. We conduct training as close to the projected opening of your Shop as practical. You must successfully complete training. No separate fee is

charged for training assistance, but you must pay your own travel, room and board, and all other expenses you incur in connection with attending training. Franchisees or managers in training are not compensated by us. We plan a system of regular bulletins and periodic meetings and seminars for the dissemination of new concepts, procedures, systems and other useful information. You are expected to attend such meetings and you must pay all of your associated transportation and living expenses. A summary of Häagen-Dazs University is described in the table below:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Food Preparation and Shop Operation	25	12	On Site training facility in Eden Prairie, MN and Mall of America in MN
Records/Reports and Management	35	4	On Site training facility in Eden Prairie, MN and Häagen-Dazs Shop at the Mall of America in Bloomington, MN

We typically conduct Häagen-Dazs University 5-6 times each year; but may conduct less or more sessions during any particular year based on particular circumstances. Häagen-Dazs University is conducted in English. The Shop Operations Manual and other materials that we provide to you are written in English. Furthermore, most Shops are located in places where the predominant language is English. Therefore, we consider English language proficiency to be important both with respect to successful attendance at Häagen-Dazs University, and in connection with the day-to-day operation of your Shop, including being able to provide your customers with a high-level of customer service.

Häagen-Dazs University is conducted under the direction of Eddie Barrios and Robert LaBossiere. Mr. Barrios has been our Training Manager, in Lawrenceville, New Jersey, since July 2021. Mr. Barrios has also been our Franchise Business Manager, in Lawrenceville, New Jersey, since October 2016. Mr. Barrios has more than ten years' experience in operations and training responsibilities.

Bobby LaBossiere has been with Shoppe Company since 2019. In addition to being a Franchise Business Manager, Bobby supports Eddie Barrios in the role of Häagen-Dazs University training support. Prior to joining Shoppe Company, Bobby worked as a Store General Manager focusing on training and development of large teams and also supported in district wide trainings during his near ten-year tenure with Target Stores.

President Adam Hanson is also an instructor for Häagen-Dazs University. Mr. Hanson has been with Shoppe Company since 1996, where he started as an assistant manager at a Häagen-Dazs Shop located in Minneapolis, Minnesota; and was promoted to the Store Manager in January 1997. Mr. Hanson continued his employment with Shoppe Company and was the Manager of Training from February 2001 to February 2004. Mr. Hanson was promoted to the Director of Operations in June 2004, and promoted to Vice President in 2009. Mr. Hanson was promoted to President of Shoppe Company effective October 23, 2015.

In general, but subject to modification based on instructor availability and other factors, the following instructors cover the following topics:

Mr. LaBossiere	Basic Recipes and Techniques; Cash and Sales Reconciliation; Month-End Inventory; Employee Scheduling; Human Resources; and Adherence to Shoppe Company Operational Requirements; Train the Trainer. Shop Opening and Closing Procedures; Product Ordering; ESP (Environment Service Product) Audit Procedures; Register Training; Cleaning and Sanitation; Yogurt Machine Assembly and, Disassembly; and Ice Cream Cake Preparation and Decoration; Customer Service and Marketing.
Mr. Barrios	Basic Recipes and Techniques; Cash and Sales Reconciliation; Month-End Inventory; Employee Scheduling; Human Resources; and Adherence to Shoppe Company Operational Requirements; Profit and Loss Statements; Royalty Calculation and Reporting; Shop Performance Measures; and Train the Trainer. Shop Opening and Closing Procedures; Product Ordering; ESP (Environment Service Product) Audit Procedures; Preventative Maintenance; Register Training; Cleaning and Sanitation; Yogurt Machine Assembly and, Disassembly; and Ice Cream Cake Preparation and Decoration; Customer Service and Marketing.
Mr. Hanson	Customer Service; Häagen-Dazs Product Attributes, and Other Brands Comparison; Cash and Sales Reconciliation; and Month-End Inventory. ESP (Environment Service Product) Audit Procedures and Adherence to Shoppe Company Operational Requirements; Profit & Loss Statement and Other Financial Statements Preparation; Royalty Calculation and Reporting; and Shop Performance Measures.

In general, other than Häagen-Dazs University, we are not required to offer, nor do we require you to attend any training program. However, we may occasionally provide you with ongoing instruction in connection with a new menu item. We may also require you to attend training, in lieu of terminating your franchise, if we are of the opinion that remedial training may enable you to correct a particular operation deficiency.

In connection with opening your shop, we will:

a. if you elect to participate in our Grand Opening program, provide you with credits for 7 tubs of Häagen-Dazs products; a targeted press release, a Häagen-Dazs Shop gift card valued at $480 to be used as an instant-win game prize; various promotional elements; and a direct mail program to 2,000 area households for street/lifestyle/tourist locations, offer Mall Employee VIP cards for mall locations (Section 8.3);

b. provide you with such opening assistance as we deem appropriate, which, if you are new to the System, will include the physical presence of one or more Shoppe Company representatives for at least four person-days (based on an eight-hour work day, just before, during, and/or right after you first open the Shop (Section 6.5);

c. during the term of the franchise, provide such ongoing assistance as we deem advisable (Section 6.7); and

d. provide you with access to the Shop Operations Manual, which will be in electronic format and may occasionally be changed by Shoppe Company (Section 6.3). The Shop Operations Manual is exclusively available in electronic format, however, upon printing, the document was approximately 818 pages. The table of contents of the Shop Operations Manual is attached to this Franchise Disclosure Document as Exhibit I.

- Hospitality Shop Under a Hospitality Agreement

Before you open your Hospitality Shop, we will:

a. provide you with the standard criteria for the design and construction of a Hospitality Shop (Section 6.1);

b. provide you with a limited amount of training consistent with the nature of the Hospitality Shop's product offerings, and other distinguishing factors (Section 6.2);

c. provide you with that opening assistance that we consider appropriate (Section 6.5);

d. provide such ongoing assistance as we deem advisable (Section 6.7); and

e. provide you with an electronic copy of the Shop Operations Manual, which may occasionally be changed by Shoppe Company, and which may be abridged or otherwise limited to those aspects of our standard Shop Operations Manual which are applicable to your Hospitality Shop. The Shop Operations Manual is exclusively available in electronic format, however, upon printing, the document was approximately 818 pages. The table of contents of the full Shop Operations Manual is attached to this Franchise Disclosure Document as Exhibit I.

- Site Selection Process

- New Shop Development Procedures

The procedures for developing your Häagen-Dazs Shop are contained in Exhibit A to the Franchise Agreement, and are summarized here.

Under the Franchise Agreement you will have two years to open the Shop (the "Outside Opening Date"). If you don't open the Shop within two years from the date of the Franchise Agreement, then we will have the right to cancel the Franchise Agreement, and refund all but $3,000 of the Initial Franchise Fee without further obligation to you; or give you additional time to open the Shop, but the term of your Franchise will end ten years from the Outside Opening Date, no matter when you open the Shop; or require you to enter into our then current form of Franchise Agreement in replacement of the Franchise Agreement you previously signed. If we require you to enter into our then current form of Franchise Agreement, then we will also have the right to determine whether the term of the Franchise will expire ten years from when you open the Shop, or ten years from the Outside Opening Date determined under the original Franchise Agreement you signed, or some other date that would be memorialized when the replacement Franchise Agreement is signed.

The site selection process begins when you identify a particular "Proposed Site" where you would like to develop the Shop, such as a mall, or a specific on-street location. We may tell you about a potential location that may be of interest to you, but ultimately you are responsible for identifying a Proposed Site. We will then tell you, in writing, either in the Franchise Agreement, or by letter, whether you can pursue the development of the Shop at the Proposed Site, which means that you would be able to thoroughly research the Proposed Site, and begin preliminary negotiations with the landlord. The Franchise Agreement does not specify a time frame in which we must tell you whether we will let you pursue the Proposed Site, but does require us to do so in a reasonably prompt manner.

Your right to pursue the Proposed Site will not be exclusive. We can allow more than one Franchisee to pursue the same Proposed Site.

Before we will consider designating all or any portion of the Proposed Site as the Shop Premises, you must provide certain information to us, and must negotiate a proposed lease on terms that are acceptable to us. If you convince us that the Proposed Site would be a suitable location for the Shop, then we will designate all or a portion of the Proposed Site as the "Shop Premises." Our decision to designate all or a portion of the Proposed Site as the Shop Premises will be based on the research that you have compiled, as well as whether we believe a Shop at the Proposed Site would be consistent with the Häagen-Dazs brand image. The Franchise Agreement does not specify a time frame in which we must tell you whether we have designated the Shop Premises, but does require us to do so in a reasonably prompt manner. You should not make commitments to a landlord or anyone else in connection with a Proposed Site, unless and until we have designated it as the "Shop Premises."

If we decline to designate the Proposed Site as the Shop Premises, then we will have the option of canceling the Franchise Agreement, in which case we will refund all but $3,000 of your initial franchise fee payment without further obligation to you; or requiring you to designate and pursue another Proposed Site. You also have the option to cancel the Franchise Agreement at any time before we designate the Shop Premises, in which case we will refund all but $3,000 of your initial franchise fee payment without further obligation to you.

Our designation of the Shop Premises is not a warranty or assurance that the Shop developed at the Shop Premises will be successful, or will otherwise satisfy your business objectives.

The determination of the territory and the site selection and acceptance process for each Shop under an Area Development Agreement is the same as that for a single Shop and will be governed by the then-current standards for sites and territories and the Franchise Agreement signed for that location.

Under your Franchise Agreement, you will need to identify a designated shop manager, who must be acceptable to us, and who must successfully complete our training program to our satisfaction ("Designated Shop Manager"). Unless you already own a Häagen-Dazs Shop, are a professional foodservice provider, or the Franchisee is made up of only corporate entities (which we normally will not permit); the Designated Shop Manager will need to be one of the persons making-up the Franchisee under the Franchise Agreement. If your Designated Shop Manager does not complete training to our satisfaction, then we will give you the opportunity to select a different Designated Shop Manger. If you do not select a different Designated Shop Manager, or the second Designated Shop Manager that you select also fails to successfully complete our training program, then we may cancel this Franchise Agreement, and refund all but $3,000 of the Initial Franchise Fee you paid us without further obligation to you.

- New Hospitality Shop Development Procedures

Under the Hospitality Shop Franchise Agreement you will have six months to open the Hospitality Shop (the "Outside Opening Date"). If you don't open the Hospitality Shop within six months from the date of the Hospitality Agreement, then we will have the right to cancel the Hospitality Agreement; or give you additional time to open the Hospitality Shop, but at our election the term of your franchise may begin at the Outside Opening Date, no matter when you open the Shop; or we require you to enter into our then current form of Hospitality Agreement in replacement of the Hospitality Agreement you previously signed. If we require you to enter into our then current form of Hospitality Agreement, then we will also have the right to determine whether the term of the Franchise begins when you open the Shop, or on Outside Opening

Date determined under the original Hospitality Agreement you signed, or some other date that would be memorialized when the replacement Hospitality Agreement is signed.

- Time from Entering into Franchise Agreement to Opening

In the case of a Shop, the length of time between an application for a new franchise and the opening of the Shop varies widely, but ordinarily ranges from 90 to 270 days. Your application does not require adherence to a prescribed schedule, but a Franchise Agreement will be issued after your application is approved. After the Franchise Agreement is issued, you will have two years to open the Shop.

In the case of a Hospitality Shop, the length of time between an application and the opening of the Shop is expected to be much shorter, because the typical Hospitality Shop is developed in a location already controlled by the Hospitality Shop franchisee. After the Hospitality Agreement is issued, you will have six months to open the Hospitality Shop. If you fail to open the Hospitality Shop within the specified time, then, among other options, we may cancel the Hospitality Agreement.

Factors that may impact timing include retail space availability, the time you are able to dedicate to locating a Proposed Site, whether the Shop would be in an existing retail space, or one under development, permitting, and factors that impact construction, such as weather and labor.

- Ongoing Assistance

As noted above, under the Franchise Agreement we will, during the term of the franchise, provide such ongoing assistance as we deem advisable. In general, although we have no obligation to do so, we typically: from time to time develop new products that you can offer from your Shop; provide you with training to help you hire and train employees; and provide you with information that will help you maintain and develop your business.

During the operation of your Shop, we designate the supplier that will sell you your ice cream, frozen yogurt, sorbet and other frozen desserts and related products to be offered to retail purchasers as required in the Shop Manual.

- Marketing Program

Except in the case of a Hospitality Shop, you must participate in sales promotion programs established periodically by us and must pay a monthly General Marketing Contribution calculated on the basis of the formula in your Franchise Agreement. In the case of a Hospitality Shop you have greater discretion to decide whether to take advantage of marketing programs, some of which will not be applicable to the products that you sell, and you will pay a General Marketing Contribution based on the volume of Häagen-Dazs brand products you purchase. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We do not guarantee that advertising expenditures from the General Marketing Contributions will benefit you or any other franchisee directly, on a pro rata basis, or at all.

As of the date of this Franchise Disclosure Document, the annual General Marketing Contribution is $5,520, and based on the formula in the Franchise Agreement could have been as much as $5,625 beginning in the second quarter of 2019, $5,775 beginning in the second quarter of 2020, $5,850 beginning in the second quarter of 2021, $6,300 in the second quarter of 2022, and $6,750 in the second quarter of 2023. The General Marketing Contribution for a Satellite is 50% of the amount payable for a Shop. In

view of the ongoing COVID-19 pandemic, we have decided not to increase the rate during 2020, 2021 and 2022; and are increasing the rate to $6,000 in the second quarter of 2023.

During the year ended December 31, 2022, Shoppe Company spent funds in the following proportions: 25% for administration, 22% for awareness activities such as online advertising and mall marketing, and 53% for in-store marketing creative and materials. These expenses are in connection with various system-wide, regional, and local marketing initiatives. Neither Shoppe Company nor our affiliates are paid for goods or services provided to any marketing fund.

Except in the case of a Hospitality Shop, you must also pay us a Local Marketing Contribution equal to 1% of Gross Sales as defined by the Franchise Agreement. Local Marketing Contributions result in a fund for spending in connection with your Shop. However, if we make the Local Marketing Contributions available for spending by you, and you don't use them in the specified time-frame, then we will add the funds not timely spent to the General Marketing Contributions collected from you and other franchisees. There is no Local Marketing Contribution in the case of a Hospitality Shop.

Shoppe Company's Brand Manager is responsible for Shoppe Company's marketing program. Most System marketing is developed by us or by a marketing agency hired by us. Our marketing focus is often influenced by Häagen-Dazs brand marketing initiatives undertaken by Dreyer's. You may develop advertising materials for your own use, at your own expense, but we must approve the materials in writing before you may use them. We provide various marketing materials templates which you can customize for your use. The franchise agreement does not preclude your use of electronic media, such as the Internet for marketing purposes, but does not give you the right to engage in sales over the Internet. You cannot have a website unless we first approve its content.

Shoppe Company administers the Marketing Fund. Marketing Contributions collected from franchisees are held in a separate balance sheet account; amounts not used in any fiscal year remain in the account for future use. The Marketing Fund is not audited. On request, we will send you an annual summary of collections and expenditures from the marketing account. We do not use System Marketing Contributions to sell additional franchises. In general, we budget to spend Marketing Funds in an amount approximating what we expect to collect during a given year. However, the Franchise Agreement does not require us to spend all Marketing Funds in the year collected, and we may use remaining funds the following year.

The franchise agreement does not contemplate the formation of any advertising cooperatives, although occasionally franchisees in a discrete geographic area may cooperatively execute a particular marketing initiative.

We currently do not have, but may form, an advisory council ("Council") to advise us on advertising policies. The Council would be governed by bylaws. Members of the Council would consist of both franchisees and corporate representatives. Members of the Council would be selected by way of a voting method specified in the Council's bylaws. The Council would serve in an advisory capacity only. We will have the power to form, change or dissolve the Council, in our sole discretion.

- Point of Sale System

Except in the case of a Hospitality Shop, you must purchase and record all of your sales on a specific electronic point-of-sale cash register system ("POS System") that we have approved. The currently approved POS System consists of an approved POS System and associated software, cables, cash drawer, Epson printer and other usual peripheral equipment. Currently there is one approved POS system:

Treatware POS, marketed by Innovative Computer Software, 6321 Bury Drive, Suite 1, Eden Prairie, MN 55346. The actual POS hardware needs to be purchased from Microsale. To purchase the system call Dale Hilt at Microsale at 810-923-8804. Alternatively, you may purchase an iPad register system. To purchase an iPad register system, you can call M. Vili at 713-589-9903. The specific POS to be ordered is the iPad Bundle or Emerge all-in-one POS. There is no specific POS System Requirement for a Hospitality Shop. The cost of purchasing the POS System varies depending on number of registers, and other factors, but is generally between $1,500 and $5,000, and is within the initial investment figures included in Item 7.

Currently you will not need to separately purchase software for the POS System and we will pay the $85 monthly licensing fee associated with the software. This may change in the future. There are no required optional maintenance programs for the Treatware POS system or upgrades, or support contracts, other than the monthly licensing fee currently paid for by us. The software can be programmed with proprietary information specific to our approved menu. We have not approved any equivalent components. You will also be required to use the Treatware POS and subscribe to a service that will enable you to accept credit cards, debit cards, and similar devices that may in the future be developed. You will also be required to have equipment capable of issuing and accepting gift cards; and to participate in our gift card program, which requires you to both issue and accept gift cards.

You must continually keep the POS System in good operating order. Neither we nor the POS System equipment manufacturers have an obligation to provide ongoing maintenance, repairs, upgrades or updates. We do not require that you enter into a maintenance contract and some upgrades will be provided through the Treatware POS system.

You will use the POS System to record all of your sales, print customer receipts, hold cash for daily operations, track sales and cash, individual employee sales, employee time and attendance, and product mix information. We will have independent access to the information collected by your POS System. There are no contractual limitations on our right to access this information. You must connect your POS System to a high speed line dedicated for this purpose

We may require you to periodically update or replace the software used by the POS System. We may also require you to upgrade or even replace the entire POS System or its major components to bring it into conformity with the then approved POS System. However, we will not require you to upgrade or replace the entire POS System more than once in any three-year period. Otherwise there is no contractual limitation on our right to require you to upgrade or replace POS System components at your own expense. All information provided by you, whether downloaded from your POS System or otherwise, will become our property and may be used by us in any manner we consider appropriate.

- Computer Equipment

We require that you have an IPAD and a reasonably current computer in your Shop. At this time the software that we require you to have is available free of charge on the Internet. We require you to have an email account, and access to email and a reasonably current version of a popular web browser (e.g. Internet Explorer or Firefox), as well as components necessary for viewing content (e.g. pdf viewer, Quick Time, etc.), all of which are currently available on the Internet for free.

Additional Information

Shoppe Company has no contractual obligations to a proposed transferee of an existing Häagen-Dazs Shop or Hospitality Shop. As a precondition to our consenting to the transfer of a Shop franchise, we require that certain credit, planning and other information be furnished to us and we may, but are not

obligated to, provide training and site inspection and evaluation services. We have the right to require that a proposed transferee successfully complete training before we consent to a transfer.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. If we grant a protected area to you, then your Franchise Agreement will provide that, as long as you perform your obligations under the Franchise Agreement, we will not establish or license another person to establish a Häagen-Dazs Shop within the protected area we have granted to you. Products identified by the Häagen-Dazs trademarks are also distributed through distribution channels other than Häagen-Dazs Shops, including grocery stores, delicatessens, convenience stores, mobile carts, restaurants, licensed retail dessert outlets, schools and other institutional customers, and other outlets located in and out of your protected territory. The majority of the total gallons of Häagen-Dazs products are sold through such other channels of distribution. (See Item 1).

The protected area that you will be granted, if any, is based upon the specific location of your Shop. If your Shop is in a densely populated urban area, as determined solely by us, and fronts a street or is located in a small strip type shopping center, then: you will not receive an exclusive territory; you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or compete or competitive brands that we or our affiliate control; you will not be granted a protected area, and we will be able to establish, and license others to establish, Häagen-Dazs Shops near to your Shop.

If your Shop is not in a densely populated urban area, as determined solely by us, and fronts a street or is located in a small strip type shopping center, then the Franchise Agreement provides that as long as you perform your obligations under the Franchise Agreement, we will not establish or license another person to establish a Häagen-Dazs Shop within 1/2 mile of your Shop in either direction on the same street on which your Shop is situated. If your Shop is at an intersection of two or more streets, then your protected area will only be applicable to one of the several streets. The 1/2 mile protection does not include open air malls, enclosed malls, enclosed commercial facilities, or entertainment complexes which border the street on which your Shop is located. We retain the right to establish, and license others to establish, Häagen-Dazs Shops in open air malls, enclosed malls, enclosed commercial facilities, or entertainment complexes which border the street on which your Shop is located, even though they may be very close to your Shop.

If your Shop is in an open air mall, an enclosed mall, an enclosed commercial facility or entertainment complex, and the mall, facility or complex is less than 1.5 million square feet in area, then the Franchise Agreement provides that as long as you perform your obligations under the Franchise Agreement, we will not establish or license another person to establish a Häagen-Dazs Shop within the same mall, facility or complex. We retain the right to establish, and license others to establish, Häagen-Dazs Shops immediately outside of the mall, facility or complex in which your Shop is located.

If your Shop is in an open air mall, an enclosed mall, an enclosed commercial facility or entertainment complex, and the mall, facility or complex is more than 1.5 million square feet in area, or if your Shop is in an airport irrespective of square footage, then the Franchise Agreement provides that as long as you perform your obligations under the Franchise Agreement, we will not establish or license another person to establish a Häagen-Dazs Shop within the same discrete portion of the mall, facility, complex or airport which has been assigned to you. We retain the right to establish, and license others to establish, Häagen-Dazs Shops in other portions of the mall, facility, complex or airport in which your Shop is located. We also retain the right to establish, and license others to establish, Häagen-Dazs Shops immediately outside the mall, facility, complex or airport in which your Shop is located.

In the case of a Hospitality Shop under a Hospitality Agreement, your protected area will be limited to the commercial facility in which your Hospitality Shop is located, which may be a facility already under your control. By way of example, if we grant you a franchise for a Hospitality Shop in a stadium where you operate the concessions, then your protected area will be limited to the stadium.

Shoppe Company will not establish other franchises or Shoppe Company owned dipping shops offering similar products under a different trade name or trademark within your protected area. Our parent company, Dreyer's (See Item 1), and its affiliates may establish or license third parties to establish dipping shops offering similar products under the Dreyer's, Edy's® or another brand name. Additionally, Dreyer's manufactures other brands of frozen dessert products which may be sold by numerous businesses located near to your Shop, including ice cream parlors and other businesses located within the protected area (if any) granted to you. Persons identified in Item 2, and persons employed by Dreyer's, Shoppe Company, or any of their affiliates, may have responsibilities and be involved with both Shoppe Company's business and other areas of Dreyer's and its affiliates' businesses. By way of example, but not limitation, the persons identified in Item 2 may also have responsibilities and an involvement in Dreyer's licensing programs.

Your protected area is not dependent upon achievement of a defined sales volume, market penetration or other contingency, except your compliance with the terms of the Franchise Agreement. You are permitted to sell "Häagen-Dazs" products away from your designated Shop location only in accordance with our off-site sales policies in effect at the time, which are subject to change or withdrawal at our discretion.

Your Franchise Agreement will not give you an option or right of first refusal to acquire any additional franchises within or outside of the protected area under your Franchise Agreement. Your Franchise Agreement will not give you a right to relocate your Shop.

Although we may from time to time let you engage in catering or other sales away from the Shop, under the terms of programs that may change from time to time, your Franchise Agreement will not give you the right to engage in any off-site sales. However, you are not restricted from advertising to consumers outside of your protected area, or soliciting orders from consumers outside of your protected area, as long as the consumers come to your Shop to make their purchases. Similarly, neither we nor other franchisees are restricted from soliciting or accepting orders from consumers inside your protected area. Your Franchise Agreement will not give you a right to engage in telemarketing, catalog sales or Internet sales, although we may permit you to maintain a webpage for marketing purposes, which would need to comply with our requirements.

You must follow our delivery and catering policies and procedures in our Shop Operations Manual, which may require you to provide catering and delivery services and/or utilize third-party delivery services (e.g. Uber Eats, Grubhub, DoorDash, etc.). You may be required to use the third-party delivery service(s) with which we have a national contract, and you may not contract with any other delivery platform without our approval. You are not guaranteed any specific territory or area for catering or delivery. We may require you to discontinue catering or delivery services. We may expand, contract or eliminate any delivery or catering territory that we provide you. Our delivery and catering policies and procedures may allow you to provide catering and delivery services in the territories of other Häagen-Dazs Shops without compensating the operator of those Shops. These policies may also allow other Häagen-Dazs Shops to provide catering and delivery services in your Territory without compensating you. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Territory.

Area Development Agreement

You will not receive an exclusive territory. If we enter into a Häagen-Dazs Shop Area Development Agreement with you, then you will have certain protected rights to develop Shops within a "Development Area" that will be defined in the Area Agreement. A number of significant terms will be negotiated on a case by case basis, including the specific Development Area, the Area Development Fee; the length of the Term; the number of Häagen-Dazs Shops that must be established during the Term ("the "Development Quota"), as well as by specific points during the Term (each an "Interim Quota"). The Area Agreement grants exclusive Shop Development rights within the Development Area, however, there will be a number of significant exceptions. In general, you will be agreeing to open a certain number of Shops in traditional venues within the Development Area, such as in malls, shopping centers, and non-gated tourist venues. However, Shoppe Company will be able to pursue, or permit others to pursue, a number of other opportunities within your Development Area, as more particularly described below and in the Area Agreement. The determination of the territory and the site selection and acceptance process for each Shop under an Area Development Agreement is the same as that for a single Shop and will be governed by the then-current standards for sites and territories and the Franchise Agreement signed for that location.

Your protected development rights will not extend to our Hospitality Shop, Satellite, or Successive Term programs. We will be able to establish or grant others the right to establish Hospitality Shops within the development area. We will be able to establish or grant others the right to establish a Satellite, in connection with any Shop within the development area. We will be able to continue the operation of, or permit others to continue the operation of, any Shop within the Development Area.

Your protected development rights will not extend to certain non-traditional Shop development opportunities that may be geographically located within your Development Area, although you may, on a non-exclusive basis, pursue those non-traditional Shop development opportunities. These non-traditional opportunities are set forth in the Area Agreement, and include, among others: Native American lands; racing facilities; stadiums; arenas; and amusement parks and similar themed attractions typically requiring the payment of an admission fee.

Your protected development rights can also be lost if you fail to satisfy any Interim Quota that you agree to in the Area Agreement.

We will also have the right to pursue, or permit others to pursue, any Shop development opportunity that we bring to your attention, but which you elect to not pursue, by not exercising your first refusal right. However, if a Shop is established, during the term of the Area Agreement, by someone other than you, at the location that you elected not to pursue, then we will credit the opening of that Shop against your Development Quota, and we will pay you $5,000.

We will also give you credit toward your Development Quota, equal to opening ½ of a New Shop, if you establish a Satellite in the Development Area, or a Hospitality Shop in the Development Area; although we have absolutely no obligation, under the Area Agreement, to let you pursue these types of opportunities.

Your protected rights only pertain to the development of Häagen-Dazs Shops. All of the reservations of rights, described above in this Item 12 with respect to an individual Shop, also apply in the case of your Area Agreement. However, you may be entitled to a 90 day extension of the Term, and the date by which you must satisfy an Interim Quota, if you identify a Häagen-Dazs product Dipping Operation that you in good faith believe, as a practical matter, may impair your ability to timely satisfy your development obligations. However, the number of times the Term may be extended on account of your identification of Dipping Opportunities is limited to 4.

ITEM 13
TRADEMARKS

Your franchise agreement grants you the right to operate a Shop under the name "Häagen-Dazs." We may also permit you to use other current or future Häagen-Dazs trademarks to identify your Shop. By "trademark" we mean trade names, trademarks, service marks and logos used to identify the Shop. We reserve the right to change or discontinue any program or promotion relating to any of our trademarks.

The following trademark is registered on the principal register in the United States Patent and Trademark Office:

Registered Mark	Registration Number	Registration Date	Register
Häagen-Dazs	1,116,969	April 24, 1979 (Renewed February 15, 2019)	Registered on the Principal Register

The "Häagen-Dazs" trademark is owned by HDIP, Inc., and, in the United States, with respect to frozen dessert products, is licensed exclusively to Nestec Ltd. and SPN, under a trademark license agreement dated December 26, 2001, as amended. Effective from January 31, 2020, SPN has sublicensed the right to use the "Häagen-Dazs" trademark exclusively to Froneri International pursuant to an Amended and Restated Intellectual Property License Agreement dated September 30, 2016 and amended as of January 31, 2020. Froneri International in turn has sublicensed those rights to Dreyer's, our parent company. We grant "Häagen-Dazs" franchises under the authority of the trademark owner.

There are no effective adverse material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Häagen-Dazs principal trademarks. All required affidavits and renewals have been filed. No agreements limit the right of Shoppe Company to use or grant franchisees the right to use the Häagen-Dazs trademarks in any manner relevant to this offering.

You must use the Häagen-Dazs trademarks only in the manner permitted by the Franchise Agreement and Shop Operations Manual, and as specified periodically by us. You may not use any of the trademarks as part of a corporate, partnership or trade name.

The Franchise Agreement requires us to defend you against claims, by third parties, that you are infringing on the Häagen-Dazs trademarks, or otherwise challenging your right to use the trademarks, as long as the claim relates to a use of the trademarks permitted by the Franchise Agreement. In order to trigger our obligation, you need to notify us of any claim within 30 days after you become aware of it. We have the right to control the defense of the claim, but will not compromise any claim in a manner inconsistent with your rights under the Franchise Agreement without your consent. We know of no infringing uses that could materially affect your use of the license trademarks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Shoppe Company does not own rights in, or licenses to, patents or copyrights that are material to the franchise, expect as noted below. Shoppe Company does not have any pending patent applications that are material to the franchise.

Shoppe Company does not grant you the right to use any item covered by a patent or copyright registration, but does permit you to use proprietary information in the Shop Manual. Although Shoppe Company has not applied for copyright registration of the Shop Manual, the recipe, product handling, and merchandising information in the Shop Manual is proprietary and Shoppe Company or the owner of the Häagen-Dazs trademarks own the copyright in the entire Shop Manual, and in various marketing and sales promotion materials used in connection with your Shop.

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

You, or a person designated by you (and approved by Shoppe Company) if you are a corporation or partnership, must devote your, or his or her, best efforts and personal, full time and attention to the management of your Shop, including a minimum of 40 hours per week of your or the manager's on-premises supervision. If you own more than one Häagen-Dazs Shop, then you may divide your time between or among those Shops, so long as you hire adequate management personnel to perform the proper operation of your Shops. Irrespective of the number of Shops you own, each must be operated on a day-to-day basis under the supervision of one or more persons who have successfully completed Häagen-Dazs University, and who, individually or together, must spend a combined time of at least 40 hours per week on the premises of such Shop. (See Item 11). Your Designated Shop Manager must be approved by us and must successfully complete our training program to our satisfaction. If your Designated Shop Manager does not complete training to our satisfaction, then we will give you the opportunity to select a different Designated Shop Manager. If you do not select a different Designated Shop Manager, or the second Designated Shop Manager that you select also fails to successfully complete our training program, then we may cancel the Franchise Agreement, and refund all but $3,000 of the Initial Franchise Fee you paid us.

In the case of a Hospitality Shop, the Designated Shop Manager may have responsibilities beyond the Hospitality Shop, but must work at the commercial facility in which the Hospitality Shop is located on a full time, 40 hour per week, basis.

We do not require you to require your Designated Shop Manager to enter into a non-disclosure agreement, or similar agreement requiring confidentiality.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to confine your business to the operation of the Shop. You may not conduct any other business or activity at your Shop, or in connection with your Shop, except to the extent we permit a "shared resources" situation. (See Item 5). Your business may be identified only by the name "Häagen-Dazs" or another licensed trademark approved by us in writing. Unless we give written consent to a limited menu (See Item 5), you must offer all menu items required by us, and may offer any optional menu items authorized by us.

Shops (under a Franchise Agreement)

Currently, our required Shop menu offerings are:

A variety of Häagen-Dazs brand ice cream, and sorbet products, served in:
- Cups – all 3 sizes (Mini, Small, Regular)
- Sundaes – all 3 sizes (Mini, Small, Regular)
- Waffle Cones, Sugar Cones, Cake Cones
- Chocolate Coated Waffle Cones

Shakes, Specialty Shakes (Small and Regular)
Dazzler® Sundae (Small and Regular)
Ice Cream Float (Small and Regular)
Smoothies (Small and Regular)
Coffee Frappe (Small and Regular) – unless restricted in your lease
Pints & Quarts (Acceptable if you only carry pint containers; offer two pints if a consumer orders a quart.)

Bottled Water
Soda (fountain or bottled)
A variety of toppings (e.g. nuts and other dry toppings, hot fudge, caramel, fruit in syrup)

Currently, our optional Shop menu offerings are:

A variety of Häagen-Dazs brand ice cream, and sorbet products, served in:
Waffle Bowl
Chocolate Coated Waffle Bowl
Malts (Small and Regular)
Häagen-Dazs Brand Pre-Packaged Ice Cream Bars
Brownies a la Mode Sundae
Stellar Sundae
Banana Splits
Soft-serve Yogurt
Yogurt Parfait
Ice Cream Cakes
Ice Cream Soda
Egg Cream
Bottles Soda/Juice
Coffee
Baked Goods

The franchise agreement allows us to change the menu items that you must offer from your Shop, and does not place limits on our right to do so. Baked goods would normally be sourced from local purveyors, and require our approval.

The required and optional menu is subject to change at our discretion. You may not offer or sell any product or service except those authorized by us. (See Item 8). We impose no customer restriction, but off-site sales are restricted by our off-site sales policies in effect, which we can change at any time.

Hospitality Shops (Under a Hospitality Agreement)

Currently, our required Hospitality Shop menu offerings are:

A variety of 8 to 16 tub facings of Häagen-Dazs brand ice cream, and sorbet products, served in:
Cups – all 3 sizes (Mini, Small, Regular)
Waffle Cones, Sugar Cones, Cake Cones

Currently, our Hospitality Shop optional menu offerings are:

A variety of Häagen-Dazs brand ice cream, and sorbet products, served in:
Waffle Bowl
Chocolate Coated Waffle Bowl
Chocolate Coated Waffle Cones
Shakes, Specialty Shakes (Small and Regular)

Dazzler® Sundaes (Small and Regular)
Sundaes (Mini, Small, Regular)
Smoothies (Small and Regular; requires frozen yogurt)
Coffee Frappes (Small and Regular)
Malts (Small and Regular)
Ice Cream Sodas (Small and Regular)
Ice Cream Floats (Small and Regular)
Stellar Sundaes
Banana Splits
Ice Cream Cakes
Soft-serve Yogurt
Yogurt Parfait
Hand Packed Quarts
Hand Packed Pints
Häagen-Dazs brand Pre-Packaged Ice Cream Bars

Soda (fountain or bottled)
Bottled beverages
A variety of toppings (e.g. nuts and other dry toppings, hot fudge, caramel, fruit in syrup)
Egg Cream
Coffee/Espresso/Tea
Baked Goods (sourced from local purveyors; requires our approval

These optional menu items may only be sold with our express consent, and require appropriate training. Which in general a Hospitality Shop may offer any of the menu items offered from a typical shop, the number of Häagen-Dazs flavor offerings will preclude a Hospitality Shop from simultaneously offering all such menu items.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

The Franchise Agreement (Exhibit B to this Disclosure Document)

Provision	Section in Franchise Agreement or other Agreement	Summary
a. Length of the franchise term	Section 5.2	Ten years from timely opening of the Shop; up to ten years in the case of a successive term franchise agreement or renewal agreement.
b. Renewal or extension of the term	Section 5.2.5	Renewal opportunity for a single ten-year term, with payment of an initial franchise fee equal to ½ the franchise fee then charged franchisees developing a new Häagen-Dazs; only applies if the franchise now being offered is for a new Häagen-Dazs Shop.
c. Requirements for franchisee to renew or extend	Section 5.2.5	The term "renewal" refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Must make a timely written request; be in compliance with all obligations

Provision	Section in Franchise Agreement or other Agreement	Summary
		under existing Franchise Agreement for last two years of the term; sign then current form of renewal agreement, which may be materially different in terms and conditions than the original agreement. If your Shop does not conform to current Häagen-Dazs design criteria, then we may require you to remodel your Shop during the first year of your successive term. The Franchise Agreement does not grant you any right to renew the franchise at the end of the successive term. We may withdraw our offer to enter into a successive term Franchise Agreement with you if you fail to timely comply with the procedures prescribed by us.
d. Termination by franchisee	Section 15.2, 17.2.1; Exhibit A, Article 5	You may terminate (i) upon a material breach by us that we do not timely cure; (ii) upon timely notice effective at the end of term of Lease; (iii) at any time before we designate the Shoppe Premises.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Exhibit A, Section 4.4	We may terminate if we do not consent to your development of the Shop at the Proposed Site you have elected to pursue.
	Section 5.2.4	We may terminate if you fail to commence business within two years from the date of the Franchise Agreement.
	Section 7.3	We may terminate if first Designated Shop Manager fails to successfully complete our training program.
	Article 15	We may terminate for (i) any material breach of the Agreement that is not timely cured, (ii) any repeated or continuous breach of the Agreement, (iii) bankruptcy or insolvency, (iv) any transfer without our consent (v) abandonment of the business, (vi) violation of any law relating to the conduct of the business, or of any felony, or (vii) any act or practice that impairs the goodwill associated with the Häagen-Dazs Trademarks.
g. "Cause" defined – curable defaults	Sections 15.1.2.1, 15.1.2.2, 15.1.2.3	The following defaults if not cured within 24 hours (i) the unauthorized offer, sale or use of any menu item, product, or service; (ii) the use or possession of any product, ingredient, or supply from an unapproved source; (iii) operational failure impacting health or safety; (iv) any unauthorized use of the Häagen-Dazs trademarks or system; (v) impairment of the goodwill associated with the trademarks. The following defaults if not cured within seven days: (i) gross sales reporting failure; (ii) failure

Provision	Section in Franchise Agreement or other Agreement	Summary
		to timely pay amounts owed to us, our affiliates, or vendors; (iii) failure to maintain electronic funds transaction debit capabilities; (iv) failure adhere to requirements concerning employee staffing, training, and uniform requirements; (v) failure to maintain adequate inventories, or offer required products; (vi) failure to begin or participate in any remote sales program or to discontinue (either temporarily to permanently) participation in any remote sales program; (vii) failure to timely furnish reports; (viii) failure to operate during Shop's normal hours; (ix) failure maintain and upgrade point of sale system; (x) failure to properly maintain financial records; (xi) failure to comply with lease terms; (xii) failure to furnish proof of insurance; (xiii) failure to disclose nature of franchise relationship. The following defaults if not cured within 30 days: (i) failure to comply with system standards (unless different cure period specified elsewhere); (ii) failure to have a Designated Shop Manager; (iii) failure to satisfy training requirements; (vi) failure to participate in marketing programs; (v) failure to remodel, refurbish, or upgrade the Shop; (vi) failure to satisfy requirements upon a Transfer on account of death, or mental incompetence; (vii) failure to initially construct the Shop as required; (vii) any other breach for which a specific cure period is not specified.
h. "Cause" defined - non-curable defaults	Sections 15.1.2.4; 15.1.2.5	Commencing operations before satisfying training requirements, or properly completing Shop construction; reporting knowingly false gross sales or amounts you owe us; unauthorized use or disclosure of the Shop Operations Manual, or the Häagen-Dazs operating System; failure of Designated Shop Manager to attend remedial training; failure to permit any Shop inspection; a failure to permit any audit of the Shop Financial Records; any Transfer or attempted Transfer without our consent; any violation of the covenant against competition; any, repeated or continuous breach of this or another Franchise Agreement; our termination of any other Franchise Agreement you have; your insolvency; your abandonment of the Shop or the franchise; failure to timely reopen for business following the destruction of the Shop; conviction of offense; adulteration of Häagen-Dazs products; misrepresentation, substitution or palming off of non-Häagen-Dazs

Provision	Section in Franchise Agreement or other Agreement	Summary
		products; or engaging in wholesale sales or other prohibited transactions.
i. Franchisee's obligations on termination/non-renewal	Article 16	Cessation of use of trademarks and Häagen-Dazs products; return of materials supplied by Shoppe Company; assignment of telephone numbers to Shoppe Company; alteration of Shop appearance; payment of amounts due; and transfer of leasehold rights if Shoppe Company exercises rights under our Lease Assignment Option.
j. Assignment of contract by franchisor	Section 14.6	We can assign to anyone required to fulfill our obligations.
k. "Transfer" by franchisee – defined	Section 14.1	Includes transfer of your interest in Franchise Agreement, franchised business or Shop assets, or change in ownership or control.
l. Franchisor approval of transfer by franchisee	Section 14.3	We can withhold our consent in certain circumstances.
m. Conditions for franchisor approval of transfer	Section 14.3	Transferee qualifies; payment of all amounts owing; payment of transfer fee; execution by transferee of then-current standard Franchise Agreement; renovation to then-existing system standards; successful completion of training by transferee; signing documents we require in the case of a transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.2	Shoppe Company has the right of first refusal to match any offer for your Shop.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Section 14.4	You may provide for (e.g. in a will) the transfer of your interest in the franchise upon your death or mental incompetence. Certain requirements applicable to a voluntary Transfer are modified if your interest is transferred to an immediate family member, or a co-Franchisee.
q. Non-competition covenants during the term of the franchise	Section 18.1	You may not have any interest in a business that sells hard-packed ice cream; or a business that sells other forms of frozen dessert products, if those sales account for more than 30% of the sales of that business.
r. Non-competition covenants after the franchise is terminated or expires	Section 27	For two years after termination or expiration, you may not have any interest in a business, within two miles of the Shop Premises, or any Häagen-Dazs Shop, which, sells hard-packed ice cream; or sells other forms of frozen dessert products, if those sales account for more than 30% of the sales of that business.
s. Modification of the agreement	Section 10.3	We may occasionally modify the Shop Operations Manual.
	Section 19.5	We may periodically increase the minimum levels of insurance coverage you must carry.
	Section 23.10	Modifications must be in writing and signed.

Provision	Section in Franchise Agreement or other Agreement	Summary
t. Integration/merger clause	Section 23.10	All material terms are in the agreement; no other evidence can be used in the interpretation of the agreement, except the version of the Franchise Disclosure Document provided to you most recently before you signed the agreement. Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Section 22.3	Suit must be brought in Minnesota, subject to state law which may supersede language in the agreement.
w. Choice of law	Section 22.4	Minnesota law governs interpretation of the agreement, subject to state law; the franchise laws, if any, of the jurisdiction where the Shop located govern any issues such laws are directed toward.

THE FRANCHISE RELATIONSHIP

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

The Satellite Agreement (Exhibit C to this Disclosure Document)

Provision	Section in Franchise Agreement or other Agreement	Summary
a. Length of the franchise term	Section 2.2	Equal to the remaining term of your existing franchise agreement (for up to ten years) or the term of your lease, whichever is shorter.
b. Renewal or extension of the term	Section 4.3	There is no right to renew or extend your Agreement when it terminates. You may, subject to conditions, negotiate lease extensions for the Satellite premises, in which case the term of your Agreement will be extended.

Provision	Section in Franchise Agreement or other Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 4.3	The Satellite Agreement does not have an independent expiration date, and unless sooner terminated, will continue during the term of your Franchise Agreement, including any extension of your Franchise Agreement. If, in connection with the expiration of your Franchise Agreement, we enter into a successor or renewal Franchise Agreement, and you satisfy our requirements, then we would be willing to simultaneously enter into a Satellite Agreement with you. Those requirements are that you must be in good standing with us, and obtain an extension of your lease for the Satellite premises, which must be acceptable to us, and which must not extend beyond the remaining term of the Franchise Agreement for your Shop. We can also require you to remodel the Satellite as a condition of continuing its operation.
d. Termination by franchisee	Article 9	You may terminate your Agreement upon 60 days prior written notice, as long as doing so does not place you in breach of your lease for your related Shop.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 2.1	We may terminate if you fail to commence business within nine months from the Date of the Agreement.
	Article 9	Incorporates terms of related Franchise Agreement.
g. "Cause" defined – curable defaults	Article 9	Incorporates terms of related Franchise Agreement.
h. "Cause" defined - non-curable defaults	Article 9	Incorporates terms of related Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	Article 9	Incorporates terms of related Franchise Agreement; upon earlier termination of the Satellite Agreement, must remove trademarks, trade dress, and any Shoppe Company proprietary materials.
j. Assignment of contract by franchisor	Not Applicable	Not Applicable
k. "Transfer" by franchisee – defined	Section 10.1	Transfer is accorded the meaning attributed by the franchise agreement to which the addendum relates.
l. Franchisor approval of transfer by franchisee	Not Applicable	Not Applicable
m. Conditions for franchisor approval of transfer	Section 10.2	Transfer cannot take place apart from transfer of franchise to which addendum relates; procedures in franchise agreement govern transfer.

Provision	Section in Franchise Agreement or other Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	Section 8.2	We may periodically increase the minimum levels of insurance coverage you must carry. This provision modifies your existing franchise agreement.
	Article 17	Modifications must be in writing and signed.
t. Integration/merger clause	Article 17	All material terms are in the agreement; no other evidence can be used in the interpretation of the agreement, except the version of the Franchise Disclosure Document provided to you most recently before you signed the agreement. Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Section 13.2.3	Suit must be brought in Minnesota, subject to state law which may supersede language in the agreement.
w. Choice of law	Section 13.2.4	Minnesota law governs interpretation of the agreement, subject to state law; the franchise laws, if any, of the jurisdiction where the Shop located govern any issues such laws are directed toward.

* The Satellite Agreement will modify your existing Franchise Agreement; provisions of your Franchise Agreement will address many of the issues listed in this table which the Addendum does not.

THE FRANCHISE RELATIONSHIP

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

The Hospitality Agreement (Exhibit D to this Disclosure Document)

Provision	Section in Franchise Agreement or other Agreement	Summary
a. Length of the franchise term	Section 5.1, 5.2	From one to five years from timely opening of the Hospitality Shop; based on the length of term we agree to with you.
b. Renewal or extension of the term	Section 5.3	There are no renewal or extension rights.
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Section 13.2	You may terminate (i) upon a material breach by us that we do not timely cure; (ii) for your convenience after the third year of the term, on 180 days' notice.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 5.2(c)	We may terminate if you fail to commence business within six months from the date of the Hospitality Agreement.
	Article 13	We may terminate for (i) any material breach of the Agreement that is not timely cured, (ii) any repeated or continuous breach of the Agreement, (iii) bankruptcy or insolvency, (iv) any transfer without our consent if required (v) abandonment of the business, (vi) violation of any law relating to the conduct of the business, or of any felony, or (vii) any act or practice that impairs the goodwill associated with the Häagen-Dazs Trademarks.

Provision	Section in Franchise Agreement or other Agreement	Summary
g. "Cause" defined – curable defaults	Sections 13.1.2.1, 13.1.2.2, 13.1.2.3	The following defaults if not cured within 24 hours (i) the unauthorized offer, sale or use of any menu item, product, or service; (ii) the use or possession of any product, ingredient, or supply from an unapproved source; (iii) operational failure impacting health or safety; (iv) any unauthorized use of the Häagen-Dazs trademarks or system; (v) impairment of the goodwill associated with the trademarks. The following defaults if not cured within seven days: (i) failure to timely pay amounts owed to us, our affiliates, or vendors; (ii) failure adhere to requirements concerning employee staffing, training, and uniform requirements; (iii) failure to maintain adequate inventories, or offer required products; (iv) failure to timely furnish reports; (v) failure to operate during Shop's normal hours; (v) failure to properly maintain financial records; (vi) failure to comply with provisions concerning franchisee-maintained website; (vii) failure to furnish proof of insurance; (viii) failure to disclose nature of franchise relationship. The following defaults if not cured within 30 days: (i) failure to comply with system standards (unless different cure period specified elsewhere); (ii) failure to have a Designated Shop Manager; (iii) failure to satisfy training requirements; (iv) failure to keep the Shop in proper condition; (vi) failure to initially construct the Shop as required; (v) any other breach for which a specific cure period is not specified.

Provision	Section in Franchise Agreement or other Agreement	Summary
h. "Cause" defined - non-curable defaults	Sections 13.1.2.4; 13.1.2.5	Commencing operations before satisfying training requirements, or properly completing Shop construction; reporting knowingly false gross sales or amounts you owe us; unauthorized use or disclosure of the Shop Operations Manual, or the Häagen-Dazs operating System; failure of Designated Shop Manager to attend remedial training; failure to permit any Shop inspection; a failure to permit any audit of the Shop Financial Records; any Transfer or attempted Transfer without our consent when required; any violation of the covenant against competition; any, repeated or continuous breach of this or another Franchise Agreement; our termination of any other Franchise Agreement you have; your insolvency; your abandonment of the Shop or the franchise; failure to timely reopen for business following the destruction of the Shop; conviction of offense; adulteration of Häagen-Dazs products; misrepresentation, substitution or palming off of non-Häagen-Dazs products; or engaging in wholesale sales or other prohibited transactions.
i. Franchisee's obligations on termination/non-renewal	Article 14	Cessation of use of trademarks and Häagen-Dazs products; return of materials supplied by Shoppe Company; assignment of telephone numbers to Shoppe Company; alteration of Shop appearance; payment of amounts due; and transfer of leasehold rights if Shoppe Company exercises rights under our Lease Assignment Option.
j. Assignment of contract by franchisor	Section 12.5	We can assign to anyone required to fulfill our obligations.
k. "Transfer" by franchisee – defined	Section 12.1	Includes transfer of your interest in Franchise Agreement, franchised business or Shop assets, or change in ownership or control.
l. Franchisor approval of transfer by franchisee	Section 12.2; 12.3	We can withhold our consent in certain circumstances; transfers among corporate affiliates do not require prior approval upon certain conditions.
m. Conditions for franchisor approval of transfer	Section 12.3	Transferee qualifies; payment of all amounts owing; payment of transfer fee; execution by transferee of then-current standard Franchise Agreement; successful completion of training by transferee; signing documents we require in the case of a transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable

Provision	Section in Franchise Agreement or other Agreement	Summary
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Section 15.1	Neither you nor any affiliate can have an interest in another business engaged in the sale of frozen dessert products accounting for 30% or more of sale, in the same commercial facility as the Hospitality Shop.
r. Non-competition covenants after the franchise is terminated or expires	Section 27	For six months after termination or expiration, neither you nor any affiliate can have an interest in another business engaged in the sale of frozen dessert products accounting for 30% or more of sale, in the same commercial facility as the one in which the Hospitality Shop had been located.
s. Modification of the agreement	Section 8.3	We may occasionally modify the Shop Operations Manual.
	Section 21.2	Modifications must be in writing and signed.
t. Integration/merger clause	Section 21.3	All material terms are in the agreement; no other evidence can be used in the interpretation of the agreement, except the version of the Franchise Disclosure Document provided to you most recently before you signed the agreement. Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Section 19.3	Suit must be brought in Minnesota, subject to state law which may supersede language in the agreement.
w. Choice of law	Section 19.4	Minnesota law governs interpretation of the agreement, subject to state law; the franchise laws, if any, of the jurisdiction where the Shop located govern any issues such laws are directed toward.

THE FRANCHISE RELATIONSHIP

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

The Area Development Agreement (Exhibit E to this Disclosure Document)

Provision	Section in Franchise Agreement or other Agreement	Summary
a. Length of the franchise term	Not Applicable	Not Applicable
b. Renewal or extension of the term	Article 4	Area Agreement grants only a single, non-renewable term.

Provision	Section in Franchise Agreement or other Agreement	Summary
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Section 12.2	You may terminate if we fail to timely cure any material breach.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 12.1	We may terminate for good cause. Good cause includes our having terminated one of your Franchise Agreements on account of your breach.
g. "Cause" defined – curable defaults	Section 12.1	Any breach of the Area Agreement, other than one defined to be non-curable.
h. "Cause" defined - non-curable defaults	Section 12.1	Any unauthorized transfer or attempted transfer of the Area Agreement; any material misrepresentation in your application, any unauthorized use of the Häagen-Dazs trademarks or system; three or more failures to comply with the same provision within a 12 month period; our termination of any Franchise Agreement on account of your material breach.
i. Franchisee's obligations on termination/non-renewal	Sections 12.1 and 8.3	Upon termination by us for cause you must pay us liquidated damages, if you did not already satisfy your Development Quota.
j. Assignment of contract by franchisor	Section 13.1	Fully assignable by us.
k. "Transfer" by franchisee – defined	Not Applicable	Not Applicable
l. Franchisor approval of transfer by franchisee	Section 13.2	The Area Agreement is not assignable by you; the rights granted are personal to you.
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	Section 18.2	All modifications must be explicit and in writing.

Provision	Section in Franchise Agreement or other Agreement	Summary
t. Integration/merger clause	Section 18.3	All material terms are in the agreement; no other evidence can be used in the interpretation of the agreement, except the version of the Franchise Disclosure Document provided to you most recently before you signed the agreement. Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Not Applicable	Suit must be brought in Minnesota, subject to state law which may supersede language in the agreement.
w. Choice of law	Not Applicable	Minnesota law governs interpretation of the agreement, subject to state law; the applicable franchise laws, if any, of any jurisdiction govern any issues covered by those laws.

ITEM 18
PUBLIC FIGURES

Shoppe Company does not use any public figures to promote its franchise.

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.

The data below reflects historical top-line sales information, based on the performance of a subset of Häagen-Dazs Shops during 2022. We did not operate any corporate Häagen-Dazs Shops during this period. The subset of Shops used to compile this information consists of traditional Häagen-Dazs Shops that commenced operation on or before January 1, 2022 and were still operating as of December 31, 2022. If we did not receive the sales information from a Shop's point of sale cash register system, then we relied on sales data the franchisee reported to us.

There were 208 Shops in operation at the end of 2022.

The data below excludes sales data for 37 of those 208 Shops, consisting of: (1) any traditional Shop which first commenced operating after January 1, 2022; (2) seasonal Shops; (3) any traditional Shop which is operated on a management leveraged basis (where the Shop and one or more other businesses are under common ownership, and share significant operational elements, such as a common customer area, service counter, or back-of-house operational area); (4) any Shop operating under a Häagen-Dazs Hospitality Agreement (or its predecessor, a Häagen-Dazs Select Agreement); and (5) one food truck

satellite.. In some cases sales data includes catering and other off-site sales of a nature that we may or may not permit as part of the franchise for the Shop you might develop.

Average Sales	Median Sales	Total Sample Size	Number of Shops Meeting or Exceeding Average	Percent of Shops Meeting or Exceeding Average	Lowest Sales	Highest Sales
$592,742.06	$528,1167.99	171	70	40.9%	$148,871.41	$1,816,606.28

Some Shops have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Sales Range	Number of Shops within Sales Range	Percentage of Shops within Sales Range
Over $1MM	21	12.3%
$900,001 - $1MM	3	1.8%
$800,001 - $900,000	7	4.1%
$700,001 - $800,000	12	7.0%
$600,001 - $700,000	23	13.5%
$500,001 - $600,000	26	15.2%
$400,001 - $500,000	23	13.5%
$300,001 - $400,000	36	21.1%
$200,001 - $300,000	16	9.4%
Less than $200,001	4	2.3%

The figures presented above only reflect sales. Sales are total revenues excluding sales tax. These figures do not reflect costs of goods, labor, rent, or any other costs and expenses incurred by the franchisees to operate their businesses, and which those franchisees would need to deduct from their sales figures to determine net income or profit (or loss). You should conduct an independent investigation of the costs and expenses you might incur to run the Shop you may operate. Current and former franchisees listed in this Franchise Disclosure Document may be one source of that information.

Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, The Häagen-Dazs Shoppe Company, Inc. does not make any financial performance representations. 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 Shop, however, we may provide you with the actual records of that Shop. 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 Adam Hanson, 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344, 952-914-7878, the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Outlet Summary
For Years 2020 - 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	223	209	-14
	2021	209	211	+2
	2022	211	208	-3
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	223	209	-14
	2021	209	211	+2
	2022	211	208	-3

Table No. 2

Transfers of Franchised Outlets to New Owners
(other than the Franchisor)
For Years 2020 - 2022

State	Year	Number of Transfers
California	2020	1
	2021	0
	2022	1
Colorado	2020	1
	2021	0
	2022	0
Florida	2020	2
	2021	6
	2022	2
Georgia	2020	0
	2021	2
	2022	1

State	Year	Number of Transfers
Hawaii	2020	0
	2021	1
	2022	0
Minnesota	2020	0
	2021	0
	2022	1
New Jersey	2020	0
	2021	1
	2022	0
New York	2020	5
	2021	0
	2022	1
North Carolina	2020	0
	2021	0
	2022	1
Pennsylvania	2020	0
	2021	0
	2022	1
Texas	2020	0
	2021	0
	2022	1
Totals	2020	9
	2021	10
	2022	9

Table No. 3

Status of Franchised Outlets
For Years 2020 - 2022

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alabama	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alaska	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Arizona	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
California	2020	18	1	0	0	0	2	17
	2021	17	0	0	0	0	2	15
	2022	15	2	0	0	0	3	14
Colorado	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Connecticut	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Delaware	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
	2022	0	2	0	0	0	0	2
District of Columbia	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Florida	2020	59	2	0	0	0	3	58
	2021	58	2	0	0	0	1	59
	2022	59	4	0	0	0	5	58
Georgia	2020	8	0	0	0	0	1	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Hawaii	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Illinois	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	1	2
	2022	2	0	0	0	0	0	2
Kansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Louisiana	2020	4	0	0	0	0	1	3
	2021	3	0	0	0	0	1	2
	2022	2	0	0	0	0	0	2
Maryland	2020	4	1	0	0	0	0	5
	2021	5	1	0	0	0	1	5
	2022	5	0	0	0	0	0	5
Michigan	2020	5	0	0	0	0	1	4
	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3
Minnesota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
Mississippi	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Montana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
New Jersey	2020	18	3	0	0	0	4	17
	2021	17	5	0	0	0	1	21
	2022	21	1	0	0	0	0	22
New Mexico	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
New York	2020	41	0	0	0	0	5	36
	2021	36	3	0	0	0	1	38
	2022	38	0	0	0	0	5	33
North Carolina	2020	7	0	0	0	0	1	6
	2021	6	1*	0	0	0	1*	6
	2022	6	0	0	0	0	0	6
Pennsylvania	2020	4	1	0	1	0	0	4
	2021	4	2	0	0	0	0	6
	2022	6	0	0	0	0	0	6
South Carolina	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Tennessee	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Texas	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Virginia	2020	6	0	0	0	0	1	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Wyoming	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Total	2020	223	10	0	1	0	23	209
	2021	209	14	0	0	0	12	211
	2022	211	10	0	0	0	13	208

*During 2021 one Shop in North Carolina relocated within a mall, and is reflected as having closed (old location) and opened (new location).

Table No. 4

Status of Company-Owned Outlets
For Years 2020 - 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total Outlets	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table No. 5

Projected Openings as of
December 31, 2022

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
California	2	4	0
Connecticut	0	1	0
Florida	10	4	0
Louisiana	2	1	0
Maryland	1	1	0
Minnesota	1	1	0
New Jersey	3	2	0
New York	4	1	0
Utah	1	1	0
Total	24	16	0

The names, addresses, and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit H. The name and last known address and telephone number of every current franchisee and every franchisee who has had a Häagen-Dazs Franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period ending December 31, 2022, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit H. During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Häagen-Dazs Franchise System. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the system.

Shoppe Company has established the Häagen-Dazs National Franchise Advisory Board (NFAB), consisting of members elected by system-franchisees to serve two-year terms, and at-large members appointed by Shoppe Company, who typically serve one year terms. The NFAB, which has no formal address, meets in person, or by telephone, at the request of Shoppe Company, and has no authority to direct

Shoppe Company decisions, but is from time to time called-upon by Shoppe Company to provide feedback and opinions concerning operational, marketing and other system-related matters. For the 2023 calendar year, the NFAB Members are:

Name	Member Type	NFAB Region	Phone	Email
Aris Arifi	Elected Regional	West	(949) 302-5800	boxiconsultant@hotmail.com
Michael Shaw	Elected Regional	So Florida	(770) 331-0225	michael.shaw1950@gmail.com
Ron Fleisher	Elected Regional	Midwest	(210) 865-6906	ronfleisher@mac.com
Vera Kuzyk	Elected Regional	Northeast	(917) 572-5196	nycicecream@gmail.com
Thomas Hughes	Elected Regional	Mid-Atlantic	(202) 277-6522	Haagendazswashdc@aol.com
Jeff Brenman	At-Large		(561) 324-1020	jbrenman@gmail.com
Mohammad Rafiq	At-Large		(404) 512-4020	rafiq.ytg@gmail.com
Monica Panh	At-Large		(818) 307-9447	dss_inc@yahoo.com
OPEN	At-Large			

ITEM 21
FINANCIAL STATEMENTS

Exhibit A contains the financial statements required to be included with this Franchise Disclosure Document: unaudited financial statements as of February 28, 2023 and audited financial statements for the year ended December 31, 2022 and for the years ended December 31, 2021 and 2020. Our fiscal year end is December 31st.

ITEM 22
CONTRACTS

We have attached the contracts we anticipate requiring you to sign, as Exhibits to this Disclosure Document, including the Franchise Agreement.

Exhibit B: Franchise Agreement
Exhibit C: Satellite Agreement
Exhibit D: Hospitality Agreement
Exhibit E: Area Development Agreement

ITEM 23
RECEIPTS

The final two pages of this Franchise Disclosure Document, Exhibit K, are a duplicate Receipt, for you to acknowledge you have received this Franchise Disclosure Document. If you acknowledge receipt of this Franchise Disclosure Document electronically, your signed Receipt will become a part of your electronic copy of this Franchise Disclosure Document. If you received a hard copy of this Franchise Disclosure Document, then you should sign and date both Receipts; please retain one copy for your records, and send the other copy to:

The Häagen-Dazs Shoppe Company, Inc.
7500 Flying Cloud Drive, Suite 750
Eden Prairie, Minnesota, 55344

EXHIBIT A

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS OF THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

The Haagen-Dazs Shoppe Company
Balance Sheet
As of February 28,2023

	Feb
Property, Plant and Equipment	150
TOTAL NON-CURRENT ASSETS	**150**
CURRENT ASSETS	
Trade Debtors	543,651
Prepayments	56,745
Other Debtors	848,068
Cash in Hand	1,311,757
TOTAL CURRENT ASSETS	**2,760,220**
CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR:	
Trade Creditors	473,243
Accruals - Other	2,623,511
Other payables < 1 year	47,512
TOTAL CURRENT LIABILITIES	**3,144,266**
NET CURRENT ASSETS/(LIABILITIES)	**(384,046)**
CREDITORS: AMOUNTS FALLING DUE OVER ONE YEAR:	
ICO Loan	2,167,751
ICO loan [Froneri Holding Companies]	(7,488,373)
Other payables > 1 year	140,371
TOTAL LONG TERM LIABILITIES	**(5,180,251)**
NET ASSETS	**(4,796,356)**
CAPITAL RESERVES:	
Called Up Share Capital	(1,892,236)
Profit & Loss Account B/Fwd	5,960,463
Profit Retained This Year	728,128
TOTAL CAPITAL RESERVES	**4,796,356**

The Haagen-Dazs Shoppe Company
Profit & Loss Statement
YTD February 2023

	Jan	Feb
Overheads		
Marketing Overhead	(120,467)	32,787
Selling	398,326	127,148
Finance & Admin	224,251	16,247
Other Income	(674,868)	(742,605)
Overheads before Depreciation	**(172,759)**	**(566,424)**
Depreciation		
Depreciation of tangible fixed assets	10,939	75
Total Overheads	**(161,820)**	**(566,348)**
Operating Profit	**161,820**	**566,348**
Finance charges - Other	20	20
Finance Charges	**20**	**20**
Net Profit/(Loss)	**161,800**	**566,329**

shops

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

(A Wholly Owned Subsidiary of Dreyer's Grand Ice Cream Company, Inc.)

Financial Statements

December 31, 2022 and 2021

(With Independent Auditors' Report Thereon)

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

(A Wholly Owned Subsidiary of Dreyer's Grand Ice Cream Company, Inc.)

Financial Statements

December 31, 2022 and 2021

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Ernst & Young, LLP
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Tysons, VA 22102

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Building a better working world

Report of Independent Auditors

The Board of Directors of The Haagen-Dazs Shoppe Company, Inc.

Opinion

We have audited the accompanying financial statements of The Haagen-Dazs Shoppe Company, Inc. (the Company) (a wholly owned subsidiary of Dreyer's Grand Ice Cream Company, Inc.), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations, changes in stockholder's (deficit) equity and cash flows for the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements").
In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for the three years in the period ended December 31, 2022in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions,

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misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.
In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

/s/ Ernst & Young LLP

April 14, 2023
Tysons, Virginia

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.
(A Wholly Owned Subsidiary of Dreyer's Grand Ice Cream Company, Inc.)
Balance Sheets
December 31, 2022, 2021 and 2020

Assets	2022	2021
Current assets:		
Cash	$ 880,050	$ 695,959
Trade accounts receivable	1,519,581	832,931
Prepaid expense and other	12,469	9,600
Total current assets	2,412,100	1,538,490
Due from Dreyer's Grand Ice Cream Company, Inc.	3,333,696	1,159,694
Property and equipment, net	11,165	102,463
Deferred income taxes	776,971	539,103
Total assets	$ 6,533,932	$ 3,339,750
Liabilities and Stockholder's (Deficit) Equity		
Current liabilities:		
Accrued liabilities	$ 2,440,147	$ 1,991,569
Deferred revenue	206,975	200,532
Total current liabilities	2,647,122	2,192,101
Non-Current liabilities		
Deferred revenue	1,155,083	1,248,486
Total non-current liabilities	1,155,083	1,248,486
Total liabilities	3,802,205	3,440,587
Commitments and indemnifications		
Stockholder's (deficit) equity:		
Common stock, no par value (authorized, issued, and outstanding 100 shares) and additional paid-in capital	1	1
Accumulated (deficit) earnings	2,731,726	(100,838)
Total stockholder's (deficit) equity	2,731,727	(100,837)
Total liabilities and stockholder's (deficit) equity	$ 6,533,932	$ 3,339,750

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

(A Wholly Owned Subsidiary of Dreyer's Grand Ice Cream Company, Inc.)

Statements of Operations

Years ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Revenues:			
Royalty, franchise fee, and other	$ 6,764,124	$ 5,260,298	$ 2,796,837
Commissions earned from Dreyer's Grand Ice Cream Company, Inc.	1,651,165	1,501,129	959,822
Total revenues	8,415,289	6,761,427	3,756,659
Expenses:			
Selling, general, and administrative expenses	4,572,050	4,184,808	4,359,699
Operating (loss) income	3,843,239	2,576,619	(603,040)
Interest income	-	10,244	—
(Loss) Income before income taxes	3,843,239	2,586,863	(603,040)
Income tax (benefit) expense	1,010,675	717,585	(134,533)
Net (loss) income	$ 2,832,564	$ 1,869,278	$ (468,507)

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.
(A Wholly Owned Subsidiary of Dreyer's Grand Ice Cream Company, Inc.)
Statements of Changes in Stockholder's (Deficit) Equity
Years ended December 31, 2022, 2021 and 2020

	Shares	Common stock	Additional paid-in capital	Accumulated (deficit) earnings	Total
Balances at December 31, 2019	100	$ —	$ 1	$ 18,742,582	$ 18,742,583
Distribution to Dreyer's Grand Ice Cream Company, Inc.				(20,244,191)	(20,244,191)
Net loss	—	—	—	(468,507)	(468,507)
Balances at December 31, 2020	100	—	1	(1,970,116)	(1,970,115)
Net income	—	—	—	1,869,278	1,869,278
Balances at December 31, 2021	100	—	1	(100,838)	(100,837)
Net income	—	—	—	2,832,564	2,832,564
Balances at December 31, 2022	100	$ —	$ 1	$ 2,731,726	$ 2,731,727

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.
(A Wholly Owned Subsidiary of Dreyer's Grand Ice Cream Company, Inc.)
Statements of Cash Flows
Years ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net (loss) income	$ 2,832,564	$ 1,869,278	$ (468,507)
Adjustments to reconcile net (loss) income to net cash provided by operating activities:			
Depreciation	91,298	87,664	80,171
Change in deferred income taxes	(237,868)	28,914	(228,953)
Changes in assets and liabilities:			
Decrease (increase) in trade accounts receivable	(686,650)	(334,161)	130,533
Decrease (increase) in prepaid expense and other	(2,869)	-	2,859
Increase (decrease) in accrued liabilities	448,578	582,241	102,829
Increase (decrease) in deferred revenue	(86,960)	29,795	(119,331)
Increase in Due to Dreyer's Grand Ice Cream Company, Inc.	(2,174,002)	(2,180,721)	560,456
Net cash provided by operating activities	184,091	83,010	60,057
Cash flows from investing activities:			
Additions in property and equipment	-	-	(3,957)
Repayment of note receivable	-	-	501
Net cash used in investing activities	-	-	(3,456)
Increase in cash	184,091	83,010	56,601
Cash, beginning of period	695,959	612,949	556,348
Cash, end of period	$ 880,050	$ 695,959	$ 612,949
Non-cash investing and financing activities			
Distribution to Dreyer's Grand Ice Cream Company, Inc.	$ -	$ -	$ 20,244,191

(1) Organization and Background

The Häagen-Dazs Shoppe Company, Inc. (the Company) is a wholly owned subsidiary of Dreyer's Grand Ice Cream Company, Inc. (Dreyer's), a Delaware business corporation, with a principal address of 5929 College Avenue, Oakland, CA 94618. Dreyer's is a subsidiary of Dreyer's Grand Ice Cream Holdings, Inc., a Delaware business corporation, also headquartered at 5929 College Avenue, Oakland, CA 94618. Prior to January 31, 2020, Dreyer's and the Company were each indirect subsidiaries of Nestlé S.A., a Swiss business company headquartered in Vevey, Switzerland, and Dreyer's corporate name had been Nestlé Dreyer's Ice Cream Company. On January 31, 2020, Nestlé S.A. completed the sale of its U.S. ice cream business, which included the Company and Dreyer's, to Froneri US, Inc. Froneri US, Inc. is a wholly owned subsidiary of Froneri International Limited (Froneri International). Froneri International is headquartered in North Yorkshire, United Kingdom.

Nestlé Holdings, Inc. (the holding company for the Nestlé S.A. U.S. companies) provided accounting services on behalf of the Company under a Transition Services Agreement dated January 31, 2020 and extended with amendment dated June 11, 2021 by and between Nestlé Holdings, Inc. and Froneri International (the TSA)This agreement was extended again with an amendment dated June 6, 2022.;see Note 5. The services under the TSA were provided by Nestlé Holdings, Inc. for the accounting of transactions from January 1, 2022 through November 30, 2022 at which time the accounting of the Company's transactions subsequent to November 30, 2022 was assumed by Dreyer's.

(2) Summary of Significant Accounting Policies

(a) Basis of Presentation

The accompanying financial statements are presented on an accrual basis in accordance with accounting principles generally accepted in the United States of America.

(b) Property and Equipment

Property and equipment are carried at cost.

Property and equipment are depreciated using the straight-line method over the assets' estimated useful lives, currently ranging from two to eight years. Leasehold improvements are amortized over the shorter of their useful lives, or the term of the respective leases. The estimated useful lives for leasehold improvements currently range from two to seven years.

(c) Impairment or Disposal of Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to undiscounted future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

For the years ended December 31, 2022, 2021, and 2020, the Company had no impairment of long-lived assets.

(d) Trade Accounts Receivable

Trade accounts receivable is recorded when the underlying billing takes place. As payments are received, it results in a corresponding reduction to accounts receivable. The allowance for doubtful accounts is the Company's estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company does not have any off-balance sheet credit exposure.

(e) Royalty, Commission, Franchise Fee, and Other Revenues

The Company earns royalty income when franchisees purchase frozen dessert products from Dreyer's (a Product-based Royalty) or when franchisees sell items to customers (a Sales-based Royalty). The Product-based Royalty rate is included in the gross purchase price of the frozen dessert products.

The Company earns commissions from Dreyer's in connection with purchases by franchisees of Häagen-Dazs ice cream from Dreyer's. The commission rates per unit of product which the Company receives are comparable to the rates Dreyer's pays to franchisors who are not affiliated with Dreyer's. Commissions that Dreyer's owes to the Company are included in the "Due from/to Dreyer's Grand Ice Cream Company, Inc." account in the accompanying balance sheets.

The Company recognizes franchise fees, and development incentive fees from the franchisees over the term of the franchise agreement after preopening services have been performed in accordance with the franchise agreements. Successor fees are recognized over the term of the agreement (beginning on the commencement date) in accordance with the franchise agreement. Franchise fees, successor fees, and development incentive fees collected from franchisees that will be recognized as revenue in subsequent periods over the term of the franchise agreement (generally ranging from 1 to 10 years), as well as such fees collected before preopening services have been performed or the commencement date are presented as "Deferred revenue" in the accompanying balance sheets.

(f) Marketing Funds

The Company acts as a principal for franchisees in the management of certain marketing funds pursuant to its franchise agreements. The Company collects specified amounts from franchisees and enters into marketing programs for the benefit of the franchise system as well as the individual franchise. The Company has discretion as to how the funds are spent, provided the funds are spent in accordance with the franchise agreements. The Company recognizes Monthly Marketing Fund (MMF) contributions as revenue at time of billing within Royalty, Franchise fee, and Other. The Company recognizes Local Marketing Contributions (LMC) as revenue as the underlying sales at the franchisee's shops occur within Royalty, Franchise fee, and Other. Marketing expenses are recognized as incurred. The total marketing expenses for the years ended December 31, 2022, 2021 and 2020 were $2,081,853, $1,752,855, and $1,228,841 respectively.

(g) Income Taxes

The results of the Company's operations (post acquisition) are included in the consolidated federal income tax return of its ultimate United States parent company, Froneri US, Inc. The results of the Company's operations (pre acquisition) were included in the consolidated federal income tax return of its former ultimate United States parent company, NIMCO US, Inc. (NIMCO, an indirect wholly owned subsidiary of Nestlé S.A.). Income tax expense is presented within the financial statements as if the Company filed a separate tax return.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

The Company has adopted the provisions of ASC Subtopic 740 10, *Accounting for Uncertainty in Income Taxes*. As of December 31, 2022, there are no liabilities recorded for uncertain tax positions.

(h) Use of Accounting Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America 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 estimates and assumptions.

(3) Franchise Activity

The following is the summary of franchised shops for the years ended December 31, 2022, 2021, and 2020:

	Franchised Shops
Shops at December 31 ,2019	223
New	10
Closings	(24)
Shops at December 31, 2020	209
New	14
Closings	(12)
Shops at December 31, 2021	211
New	10
Closings	(13)
Shops at December 31, 2022	208

(4) Property and Equipment, Net

Property and equipment, net on December 31, 2022 and 2021 consisted of the following:

	Lives	2022	2021
Information technology and other equipment	3 to 8 years	$ 79,239	$ 101,972
Leasehold improvements	2 to 7 years	323,898	323,898
Furniture and other equipment	2 to 8 years	305,631	305,631
		708,768	731,501
Accumulated depreciation and amortization		(697,603)	(629,038)
Total property and equipment, net		$ 11,165	$ 102,463

(5) Related-Party Transactions

In addition to the commissions earned from Dreyer's (note 2), Dreyer's manages the Company's cash activities. The net amounts due (to)/from Dreyer's are the result of Dreyer's managing the Company's cash activities under a centralized cash management system. The balance due (to)/from Dreyer's Grand Ice Cream Company, Inc. as of December 31, 2022, and 2021 was $3,333,696 and $1,159,694, respectively. Effective December 30, 2007, the Company and Dreyer's agreed that interest would be charged based on a monthly balance outstanding. The Company and Dreyer's agreed to not charge interest on the outstanding balance due (to)/from Dreyer's Grand Ice Company, Inc. for the full year ended December 31, 2022. For the years ended December 31, 2022, 2021, and 2020 interest of $0, $10,244, and $0, respectively, was receivable and added to the balance of due from Dreyer's.

During the years ended December 31, 2022, 2021, and 2020, Dreyer's and Nestlé Holdings, Inc. charged the Company management fees of $297,323, $297,233, and $297,237, respectively. The management fees comprise the base salary, bonus, and benefits for individuals providing services to the Company, including under the TSA as discussed in Note 1. These fees are included in selling, general, and administrative expenses.

The Häagen-Dazs trademark is owned by HDIP, Inc. (an unrelated party), and, in the United States, with respect to frozen dessert products, is licensed exclusively to Nestec Ltd. and SPN MergerSub Inc. (SPN), under a trademark license agreement dated December 26, 2001, as amended. Effective from January 31, 2020, SPN has sublicensed the right to use the Häagen-Dazs trademark exclusively to Froneri International pursuant to an Amended and Restated Intellectual Property License Agreement dated September 30, 2016 and amended as of January 31, 2020. Froneri International in turn has sublicensed those rights to Dreyer's, our parent company. The Company grants use of the trademark to Häagen-Dazs franchises under the authority of the trademark owner. The Company is not required to pay royalties for the use of the trademark.

Certain marketing costs are allocated to the Company by Dreyer's based on the nature of the marketing activity and the planned marketing programs of the Company. Marketing costs incurred by Dreyer's to increase the sale of Häagen-Dazs frozen dessert products, which may provide an indirect benefit to the Company, are not allocated to the Company.

Trade accounts receivable are allocated to the Company by Dreyer's for sales of frozen dessert products sold to franchisees and customers. The calculation of the allocation is based on the receivables paid to the Company as a royalty (note 2).

(6) Income Taxes

As discussed in Note 2g, the Company is included in a consolidated income tax return post acquisition with Froneri US, Inc. and pre acquisition with NIMCO. Froneri US, Inc. and NIMCO, respectively, charged or credited the Company an allocated portion of the consolidated federal income tax expense (benefit) equivalent to the amount that would have resulted had the Company filed a separate federal income tax return. Income taxes are paid on behalf of the Company through the Due (to)/from Dreyer's Grand Ice Cream Company, Inc. account. The income taxes payable within the Due (to)/from Dreyer's Grand Ice Cream Company, Inc. balance is $1,248,543 and $688,670 as of December 31, 2022, and 2021, respectively.

Income tax expense / (benefit) for the years ended December 31, 2022, 2021, and 2020, consisted of the following:

	2022	2021	2020
Current federal	$ 959,741	$ 547,627	$ 73,376
Current state	288,802	141,044	21,043
Deferred	(237,868)	28,914	(228,952)
	$ 1,010,675	$ 717,585	$ (134,533)

Deferred income tax assets on December 31, 2022, and 2021, consisted of the following:

	2022	2021
Deferred income tax asset – deferred revenue	$ 350,515	$ 292,334
Deferred income tax asset – property and equipment	62,676	40,292
Deferred income tax asset - bonus	38,890	47,945
Deferred income tax asset - vacation	18,027	15,237
Deferred income tax asset - marketing	306,863	143,295
	$ 776,971	$ 539,103

A reconciliation of the federal statutory rate to the effective income tax rate for the years ended December 31, 2022, 2021, and 2020 is as follows:

	2022	2021	2020
U.S. federal statutory rate	21.00%	21.00%	21.00%
State income taxes, net of federal benefit	4.89	4.55	4.42
Other	0.41	2.19	(3.11)
Effective income tax rate	26.30%	27.74%	22.31%

The ultimate realization of deferred tax assets is dependent on the generation of future taxable income during the periods in which those temporary differences become deductible. Based on the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will realize the benefits of the deductible differences on December 31, 2022.

As of December 31, 2022, there are no liabilities recorded for uncertain tax positions.

Tax years 2019 and onward remain subject to examination by the IRS. The Company does not anticipate the conclusion of these audits would result in a material change to its financial position.

(7) Retirement Benefits

The Company's parent, Dreyer's Grand Ice Cream, Inc., maintains a defined contribution retirement plan that includes provisions for elective salary deferrals under 401(k), as well as matching contributions and retirement contributions under stated formulas. The plan applies to salaried and hourly employees, including those providing services to the Company. As a defined contribution plan, the retirement benefits for any participant are based on the contributions allocated to the participant's account and earnings, gains and losses thereon, and plan assets are held in trust. Retirement plan expense recorded within selling, general, and administrative expenses was $103,045, $93,708 and $132,082 for the years ended December 31, 2022, 2021 and 2020, respectively.

(8) Commitments and Indemnifications

The Company indemnifies franchisees related to claims, demands, and causes of action challenging the use and display of the Häagen-Dazs trademark and trade name permitted by the franchise agreements. The terms of the indemnification will expire at the end of the franchise agreements. As of December 31, 2022, 2021 and 2020, the Company was not subject to claims or demands pertaining to the Häagen-Dazs trademark or trade name. As such, the Company has not recorded any expense or liability related to the indemnifications in the periods presented.

(9) Subsequent Events

The Company was not aware of any other specific events or transactions occurring after December 31, 2022, and up to April 14, 2023, the date these financial statements were available to be issued, that could have a material impact on the presentation of the accompanying financial statements.

EXHIBIT B

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

HÄAGEN-DAZS SHOPPE FRANCHISE AGREEMENT

HÄAGEN-DAZS SHOP FRANCHISE AGREEMENT

PROJECT / SHOP #_____

This Häagen-Dazs Shop Franchise Agreement (this "AGREEMENT") is entered into as of the [Day] day of [Month], [Year], by and between The Häagen-Dazs Shoppe Company, Inc., a New Jersey corporation, with its principal place of business at 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344 ("SHOPPE COMPANY"), and:

[Name] [Address]
[Name] [Address]
[Name] [Address]
[Name] [Address]

(individually and collectively "FRANCHISEE").

Franchise Type:	☐ NEW HÄAGEN-DAZS® SHOP; NEW FRANCHISEE
	☐ NEW HÄAGEN-DAZS® SHOP; EXISTING FRANCHISEE
	☐ EXISTING HÄAGEN-DAZS® SHOP, SUCCESSIVE TERM FRANCHISE
	☐ EXISTING HÄAGEN-DAZS® SHOP, RENEWAL AGREEMENT

Franchise Fee:		Refer to Section 7.1
Commencement Date:		Refer to Article 5
Expiration Date:		Refer to Article 5

FRANCHISEE acknowledges that the information on this page (the "COVER SHEET") is material, and accurately reflects FRANCHISEE's understanding. Whether a particular reference, in this AGREEMENT to "NEW HÄAGEN-DAZS® SHOP" "NEW FRANCHISEE" "EXISTING FRANCHISEE," "SUCCESSIVE TERM FRANCHISE" or "RENEWAL TERM FRANCHISE" is applicable to FRANCHISEE, is determined by the single, specific, "Franchise Type" designation indicated above.

HÄAGEN-DAZS® FRANCHISE AGREEMENT

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EXHIBIT B – SHOP CONSTRUCTION PROCEDURES
EXHIBIT C – EXCLUSIVE TERRITORY
EXHIBIT D – SUCCESSIVE TERM FRANCHISE OR RENEWAL AGREEMENT INFORMATION

Article 1. INTRODUCTION

1.1. The SYSTEM.

SHOPPE COMPANY has through the investment of considerable time and money developed a unique and distinctive system of high quality ice cream shops (the "SYSTEM") operated in association with the MARKS prominently featuring the sale of HÄAGEN-DAZS® PRODUCTS and menu items prepared with HÄAGEN-DAZS® PRODUCTS. The SYSTEM includes proprietary and distinctive products, product specifications, ingredients, menu items, recipes, techniques, training methods, production methods, operating methods, designs and décor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, and customer service requirements (the "SYSTEM STANDARDS"), all of which may be modified from time to time by SHOPPE COMPANY, and which are directed toward promoting HÄAGEN-DAZS® PRODUCTS in a manner that will enhance the good will associated with the MARKS and the SYSTEM.

1.2. FRANCHISEE's Desire to be Part of the SYSTEM.

FRANCHISEE desires to be part of the SYSTEM and to establish, own and operate a HÄAGEN-DAZS® SHOP at the SHOP PREMISES, subject to and in accordance with all of the terms and conditions of this AGREEMENT, and in adherence and conformity to the SYSTEM STANDARDS.

1.3. SHOPPE COMPANY's Desire to Grant FRANCHISE.

SHOPPE COMPANY desires to grant FRANCHISEE a franchise to establish and operate a HÄAGEN-DAZS® SHOP at the SHOP PREMISES, subject to the terms and conditions of this AGREEMENT, and conditioned upon FRANCHISEE's continual adherence and conformity to the SYSTEM STANDARDS.

1.4. Agreement of the Parties.

Consistent with these introductory Sections, and in consideration of the mutual promises and covenants contained in this AGREEMENT, SHOPPE COMPANY and FRANCHISEE agree to be bound by the terms of this AGREEMENT.

Article 2. CERTAIN DEFINITIONS

For the purposes of this AGREEMENT, the following terms shall have the following meanings:

2.1. HÄAGEN-DAZS® PRODUCTS.

"HÄAGEN-DAZS® PRODUCTS" means Häagen-Dazs® brand ice cream, sorbet, frozen yogurt, other frozen dessert products and other food items, manufactured under a license from the owner of the MARKS, for distribution and sale in association with the MARKS, as modified, added to, or deleted from time to time by SHOPPE COMPANY.

2.2. HÄAGEN-DAZS® SHOP.

"HÄAGEN-DAZS® SHOP" means a retail ice cream store operated as part of the SYSTEM, either directly by SHOPPE COMPANY, or under a written franchise agreement granted by SHOPPE COMPANY.

2.3. **MARKS.**

"MARKS" means the Häagen-Dazs name and trademarks, service marks, logos, trade dress, and other commercial symbols.

2.4. **NOTICE.**

"NOTICE" means a communication satisfying the requirements of Article 20.

2.5. **SHOP.**

"SHOP" means the HÄAGEN-DAZS® SHOP established and operated by FRANCHISEE under the terms of this AGREEMENT. For the purposes of determining compliance with the SYSTEM STANDARDS, "SHOP" also includes any facility, whether or not a part of the SHOP PREMISES, where SHOPPE COMPANY permits FRANCHISEE to store, handle or display food, or other items, which are sold or used at the SHOP.

Article 3. SITE SELECTION, SHOP CONSTRUCTION, AND EXCLUSIVE TERRITORY

The terms and conditions of Exhibits A, B, C, and D to this AGREEMENT (respectively "EXHIBIT A" EXHIBIT B" "EXHIBIT C" and "EXHIBIT D") form a part of this AGREEMENT, and are incorporated into this AGREEMENT to the same extent as if fully set forth under this Article 3.

3.1. **Site Selection Process; Designation of SHOP PREMISES.**

If this AGREEMENT was issued in connection with a NEW HÄAGEN-DAZS® SHOP, then the SHOP PREMISES will be designated under the terms of EXHIBIT A. If this AGREEMENT was issued in connection with a SUCCESSIVE TERM FRANCHISE, then the SHOP PREMISES are designated on EXHIBIT D.

3.2. **Shop Design and Construction.**

FRANCHISEE will adhere to SHOPPE COMPANY's procedures and requirements for the design and construction of the SHOP, as more particularly described by EXHIBIT B.

(a) the case of a NEW HÄAGEN-DAZS® SHOP, FRANCHISE will diligently construct the SHOP at the SHOP PREMISES, if and after SHOPPE COMPANY designates the SHOP PREMISES in accordance with EXHIBIT A, time being of the essence.

(b) In the case of a SUCCESSIVE TERM FRANCHISE, FRANCHISEE shall completely remodel the SHOP, within one year from the COMMENCEMENT DATE identified on EXHIBIT D, time being of the essence.

(c) FRANCHISEE shall not commence (or recommence) operations at the SHOP unless and until SHOPPE COMPANY determines that the SHOP reasonably conforms to the plans and specifications approved by SHOPPE COMPANY in accordance with EXHIBIT B.

3.3. **EXCLUSIVE TERRITORY.**

The parties acknowledge and agree that the EXCLUSIVE TERRITORY, if any, will be determined by SHOPPE COMPANY in accordance with EXHIBIT C.

(a) In the case of a NEW HÄAGEN-DAZS® SHOP, SHOPPE COMPANY will provide FRANCHISEE with written information sufficient to determine the EXCLUSIVE TERRITORY, if any, using a document similar to EXHIBIT D, or some other form of written communication SHOPPE COMPANY considers appropriate, when SHOPPE COMPANY designates the SHOP PREMISES in accordance with EXHIBIT A.

(b) In the case of a SUCCESSIVE TERM FRANCHISE, information sufficient to determine the EXCLUSIVE TERRITORY, if any, is set forth on EXHIBIT D.

Article 4. GRANT

4.1. The "FRANCHISE."

Subject to the provisions of this AGREEMENT, SHOPPE COMPANY hereby grants FRANCHISEE the personal, limited right and license (the "FRANCHISE") to, during the TERM, operate the SHOP, at the SHOP PREMISES, in association with the MARKS, and in compliance with the SYSTEM STANDARDS.

4.2. No Right to Relocate, or Conduct Sales Away from the SHOP.

This AGREEMENT does not grant FRANCHISEE any right to relocate the SHOP. This AGREEMENT does not grant FRANCHISEE any right to sell any goods or services associated with the MARKS or the SYSTEM, except on a retail basis from the SHOP. Without limiting the foregoing, this AGREEMENT does not grant FRANCHISEE any right to engage in wholesale sales, mail order sales, catalog sales, special events sales, catering, Internet-based sales (e-Commerce), or any other sale to a customer who is not physically present in the SHOP at the time of purchase. If SHOPPE COMPANY from time to time permits FRANCHISEE to engage in any sales away from the SHOP, then those sales shall not result in any enlargement of the EXCLUSIVE TERRITORY, and FRANCHISEE shall fully adhere to SHOPPE COMPANY's requirements and policies pertaining to those sales away from the SHOP, which shall be deemed to be a part of the SYSTEM STANDARDS to which FRANCHISEE shall adhere.

Article 5. COMMENCEMENT, TERM AND RENEWAL

5.1. The "TERM."

The term of the FRANCHISE (the "TERM") will commence on the "COMMENCEMENT DATE" determined under this Article 5, and will end on the EXPIRATION DATE determined under this Article 5; unless this AGREEMENT is sooner cancelled or terminated in accordance with its provisions.

5.2. NEW HÄAGEN-DAZS® SHOP.

Each of the provisions of this Section 5.2 applies if, and only if, this AGREEMENT was entered into in contemplation of a NEW HÄAGEN-DAZS® SHOP.

5.2.1. COMMENCEMENT DATE.

The COMMENCEMENT DATE will be the day the SHOP opens for business.

5.2.2. **Commencement of Operations.**

FRANCHISEE shall exert its best efforts to open the SHOP on or before the day that is exactly 2 years from the date of this AGREEMENT (appearing on the top of the) (the "OUTSIDE OPENING DATE").

5.2.3. **EXPIRATION DATE.**

The EXPIRATION DATE is the day immediately before the tenth anniversary of:

(a) the COMMENCEMENT DATE; or

(b) the OUTSIDE OPENING DATE;

whichever is earlier.

5.2.4. **Failure to Open by OUTSIDE OPENING DATE.**

Irrespective of the cause of any delay, if FRANCHISEE fails to open the SHOP for business by the OUTSIDE OPENING DATE, then, SHOPPE COMPANY shall have the absolute right to elect to:

(a) permit FRANCHISEE additional time to open SHOP under this AGREEMENT, provided however that the EXPIRATION DATE shall remain the same; or

(b) require FRANCHISEE to enter into SHOPPE COMPANY's most current form of franchise agreement in replacement of this AGREEMENT, and permit FRANCHISEE additional time to open SHOP, in which case SHOPPE COMPANY may at its election require that the EXPIRATION DATE remain the same, or may extend the EXPIRATION DATE; or

(c) cancel this AGREEMENT and return all but $3,000 of the FRANCHISE FEE paid by FRANCHISEE under Article 7, which SHOPPE COMPANY shall have an absolute right to retain, in which case SHOPPE COMPANY shall have no further obligations to FRANCHISEE under this AGREEMENT.

5.2.5. **Renewal Opportunity.**

FRANCHISEE shall have the opportunity to continue the operation of the SHOP during a second 10-year term (the "RENEWAL TERM"), subject to and conditioned upon each and every one of the following provisions:

5.2.5.1. **Written Request for Grant of RENEWAL TERM.**

If FRANCHISEE desires to continue to operate the SHOP for the RENEWAL TERM, then FRANCHISEE must in writing, at least 180 days before the EXPIRATION DATE, but no more than 270 days before the EXPIRATION DATE, request that SHOPPE COMPANY issue its then current standard form franchise agreement for renewal terms (a "RENEWAL AGREEMENT"), contemplating a single ten-year franchise term for the SHOP, at the SHOP PREMISES. FRANCHISEE acknowledges and agrees that terms of a RENEWAL TERM FRANCHISE, including the amount of the ROYALTY payable during the RENEWAL TERM, may be substantially different from the terms of this

AGREEMENT, and may be substantially different from the terms of the standard form franchise agreement that SHOPPE COMPANY is then issuing in connection with a new HÄAGEN-DAZS® SHOP.

5.2.5.2. **Operation in Compliance with SHOPPE COMPANY Requirements.**

SHOPPE COMPANY shall have no obligation to issue a RENEWAL TERM FRANCHISE to FRANCHISEE, unless FRANCHISEE meets each and every one of the following conditions, each of which FRANCHISEE agrees is reasonable.

(a) FRANCHISEE shall have continuously been, during the last 2 years of the TERM, current in its financial obligations to SHOPPE COMPANY, SHOPPE COMPANY's affiliates, and SHOPPE COMPANY's designated suppliers, under this AGREEMENT, and under any other agreement existing between SHOPPE COMPANY and FRANCHISEE.

(b) FRANCHISEE shall have continuously, during the last 2 years of the TERM, operated the SHOP, as well as any other HÄAGEN-DAZS® SHOP in which FRANCHISEE has an interest, in accordance with SHOPPE COMPANY's operational requirements; and, in particular, during such time period shall have received only passing scores during any operational audit or inspection, irrespective of whether a non-passing score resulted in a NOTICE of default, and irrespective of whether deficiencies identified were timely corrected.

(c) FRANCHISEE shall have, during the last 2 years of the TERM, consistently operated the SHOP in accordance with each of the terms of this AGREEMENT and the SHOP OPERATIONS MANUAL, and, during such period, shall not have been declared to be in default of any of the terms of this AGREEMENT, or any other franchise agreement existing between SHOPPE COMPANY and FRANCHISEE.

(d) FRANCHISEE shall have, during the last 2 years of the TERM, consistently participated in all marketing promotions conducted by SHOPPE COMPANY.

(e) FRANCHISEE shall meet SHOPPE COMPANY's then current financial requirements for the grant of a RENEWAL TERM, which may require that FRANCHISEE demonstrate the financial ability to continue to operate the SHOP, and to timely remodel the SHOP to the extent required by SHOPPE COMPANY under Section 5.2.5.2(g), or the RENEWAL TERM FRANCHISE.

(f) If required by SHOPPE COMPANY, then FRANCHISEE shall have, during the last year of the TERM, caused its DESIGNATED SHOP MANAGER to attend SHOPPE COMPANY's training program, irrespective of any prior training and experience.

(g) If required by SHOPPE COMPANY, then FRANCHISEE shall have, during the last year of the TERM, completely remodeled the SHOP in accordance with SHOPPE COMPANY's procedures to bring the SHOP

into conformity with SHOPPE COMPANY's then current design and operational requirements.

5.2.5.3. **RENEWAL TERM FRANCHISE Execution and Franchise Fee.**

If SHOPPE COMPANY issues a RENEWAL TERM FRANCHISE to FRANCHISEE, then FRANCHISEE must timely execute that RENEWAL TERM FRANCHISE in accordance with SHOPPE COMPANY's then current requirements; and pay an initial franchise fee equal to 50% of the franchise fee that we are then charging existing SYSTEM franchisees in connection with the development of a new, traditional, HÄAGEN-DAZS® SHOP.

5.3. SUCCESSIVE TERM FRANCHISE.

Each of the provisions of this Section 5.3 applies if, and only if, this AGREEMENT is for a SUCCESSIVE TERM FRANCHISE.

5.3.1. COMMENCEMENT DATE.

The COMMENCEMENT DATE is set forth on the COVER SHEET.

5.3.2. EXPIRATION DATE.

The EXPIRATION DATE is set forth on the COVER SHEET.

5.3.3. No Opportunity to Renew.

FRANCHISEE acknowledges and agrees that this AGREEMENT confers no right to continuation, renewal, or a subsequent franchise agreement on or after the EXPIRATION DATE.

5.4. RENEWAL TERM FRANCHISE.

Each of the provisions of this Section 5.4 applies if, and only if, this AGREEMENT is for a RENEWAL TERM FRANCHISE.

5.4.1 COMMENCEMENT DATE.

The COMMENCEMENT DATE is set forth on the COVER SHEET.

5.4.2 EXPIRATION DATE.

The EXPIRATION DATE is set forth on the COVER SHEET.

5.4.3 No Opportunity to Renew.

FRANCHISEE acknowledges and agrees that this AGREEMENT confers no right to continuation, renewal, or a subsequent franchise agreement on or after the EXPIRATION DATE.

5.5. Limitation on Conditional Renewal Opportunity.

FRANCHISEE understands and agrees that, except as set forth in Section 5.2.5, which Section applies solely in the case of a NEW HÄAGEN-DAZS® SHOP, this AGREEMENT confers no right to

continuation, renewal, or a subsequent franchise agreement on or after the EXPIRATION DATE, and SHOPPE COMPANY shall not have any obligation to continue its relationship with FRANCHISEE in connection with the SHOP after the EXPIRATION DATE. If FRANCHISEE enters the LEASE for a tenancy extending beyond the TERM, or enters into an extension of the LEASE, a new lease for the SHOP PREMISES, or any other commitment related to the SHOP, for a period after the TERM, then FRANCHISEE shall be doing so at its own risk.

Article 6. SHOPPE COMPANY'S OBLIGATIONS

Except as explicitly set forth in this Article 6, or explicitly contemplated by a particular provision of this AGREEMENT, SHOPPE COMPANY has no obligations to FRANCHISEE under this AGREEMENT.

6.1. Plans and Specifications.

In connection with the initial construction of the SHOP, or a remodel of the SHOP if required by Sections 3.20 or 11.15, SHOPPE COMPANY shall, at no charge, provide FRANCHISEE or FRANCHISEE's architect with standard criteria for the design and configuration of a typical HÄAGEN-DAZS® SHOP, including exterior and interior design and layout, fixtures, furnishings, equipment and signage, which FRANCHISEE shall, at FRANCHISEE's expense, adapt to conform to the characteristics of the SHOP PREMISES in accordance with the terms of EXHIBIT B.

6.2. Training.

Before the initial opening of the SHOP, SHOPPE COMPANY shall, at no charge to FRANCHISEE, provide initial training for the DESIGNATED SHOP MANAGER and up to one additional person in accordance with Section 11.3.1.

6.3. SHOP OPERATIONS MANUAL.

During the TERM, SHOPPE COMPANY shall at no charge loan one copy of the SHOP OPERATIONS MANUAL to FRANCHISEE in accordance with Article 10.

6.4. Final Inspection.

At a mutually convenient time agreed upon sufficiently in advance of the initial opening of the SHOP, SHOPPE COMPANY shall, at no charge to FRANCHISEE, inspect the SHOP to determine that it reasonably conforms to the plans and specifications approved by SHOPPE COMPANY under the procedures described by EXHIBIT B.

6.5. Opening Assistance.

Before and in connection with the initial opening of the SHOP, SHOPPE COMPANY shall, at no charge, provide FRANCHISEE with such pre-opening and opening assistance and guidance as SHOPPE COMPANY deems appropriate. If FRANCHISEE is a NEW FRANCHISEE, then the assistance provided by SHOPPE COMPANY under this Section 6.5 will include the physical presence of one or more SHOPPE COMPANY representatives for a total of at least four person-days (based on an 8-hour work day) before, during, and/or just after the SHOP first opens for business.

6.6. **Ongoing Source of HÄAGEN-DAZS® PRODUCTS and Other Products.**

During the TERM, SHOPPE COMPANY will designate a source from which FRANCHISEE shall purchase HÄAGEN-DAZS® PRODUCTS, and will designate or approve sources for other items purchased by FRANCHISEE in connection with the operation of the SHOP, as more particularly described under Section 11.7.

6.7. **Ongoing Advice and Assistance.**

During the TERM, SHOPPE COMPANY shall, at no charge, from time to time provide FRANCHISEE with such advisory assistance, information, techniques, data, and instructional materials concerning the sale of items from the SHOP, operation of the SHOP, marketing programs applicable to the SYSTEM, local marketing of the SHOP, and adherence to the SYSTEM STANDARDS as SHOPPE COMPANY deems advisable.

Article 7. INITIAL FEES

7.1. **The "FRANCHISE FEE."**

FRANCHISEE shall pay an initial franchise fee (the "FRANCHISE FEE") to SHOPPE COMPANY for the right to enter into this AGREEMENT and in consideration of the FRANCHISE. The full amount of the FRANCHISE FEE is stated on the COVER SHEET. FRANCHISEE shall pay the FRANCHISE FEE in accordance with the following terms:

(a) If this AGREEMENT grants the FRANCHISE for a NEW HÄAGEN-DAZS® SHOP, then the FRANCHISE FEE is due in two installments. FRANCHISEE must pay the first installment of the FRANCHISE FEE, in the amount of $3,000, upon signing this AGREEMENT. FRANCHISEE must pay the balance of the FRANCHISE FEE within 15 days after SHOPPE COMPANY designates the SHOP PREMISES under the terms of EXHIBIT A. If the first installment of the FRANCHISE FEE is not received by SHOPPE COMPANY within ten days from FRANCHISEE's signing of this AGREEMENT, then SHOPPE COMPANY may deem FRANCHISEE to have rejected SHOPPE COMPANY's offer to be granted the FRANCHISE, and cancel the issuance of this AGREEMENT without any further obligation to FRANCHISEE whatsoever.

(b) If this AGREEMENT grants a FRANCHISE for a SUCCESSIVE TERM FRANCHISE, then FRANCHISEE must pay the full FRANCHISE FEE when FRANCHISEE signs this AGREEMENT. If the FRANCHISE FEE is not received by SHOPPE COMPANY within ten days from FRANCHISEE's signing of this AGREEMENT, then SHOPPE COMPANY may deem FRANCHISEE to have rejected SHOPPE COMPANY's offer to be granted the FRANCHISE, and may cancel the issuance of this AGREEMENT without any further obligation to FRANCHISEE whatsoever.

(c) If this AGREEMENT grants a FRANCHISE for a RENEWAL TERM FRANCHISE, then FRANCHISEE must pay the full FRANCHISE FEE when FRANCHISEE signs this AGREEMENT. If the FRANCHISE FEE is not received by SHOPPE COMPANY within ten days from when FRANCHISEE signs this AGREEMENT, then SHOPPE COMPANY may deem FRANCHISEE to have rejected SHOPPE COMPANY's offer to be granted the FRANCHISE, and may cancel the issuance of this AGREEMENT without any further obligation to FRANCHISEE whatsoever.

7.2. **FRANCHISE FEE is Nonrefundable.**

The FRANCHISE FEE is nonrefundable except to the extent specifically described in Sections 5.2.4(c), and 7.3, and Sections (a) and Article 5 of EXHIBIT A.

7.3. **Partial Refund Upon Failure To Satisfy Initial Training Requirement.**

If the initial DESIGNATED SHOP MANAGER fails to complete training to the satisfaction of SHOPPE COMPANY, in accordance with Section 11.3.1, then SHOPPE COMPANY will give FRANCHISEE an opportunity to designate a different initial DESIGNATED SHOP MANAGER under Section 11.2, who must complete training to the satisfaction of SHOPPE COMPANY before the SHOP first opens for business. If the second initial DESIGNATED SHOP MANAGER also fails to complete training to the satisfaction of SHOPPE COMPANY, or FRANCHISEE declines the opportunity to have a second initial DESIGNATED SHOP MANAGER attend SHOPPE COMPANY's training program, then SHOPPE COMPANY may cancel this AGREEMENT. If SHOPPE COMPANY cancels this AGREEMENT under this Section 7.3, then SHOPPE COMPANY shall refund all but $3,000 of the FRANCHISE FEE, which amount SHOPPE COMPANY shall have an absolute right to retain, and SHOPPE COMPANY shall have no further obligations to FRANCHISEE under this AGREEMENT.

Article 8. GRAND OPENING PROGRAM

8.1. **Optional GRAND OPENING.**

If this AGREEMENT contemplates a NEW HÄAGEN-DAZS® SHOP, then FRANCHISEE may, but shall have no obligation to, conduct a grand opening event (the "GRAND OPENING") as more particularly described by this Article 8, in coordination with SHOPPE COMPANY. If FRANCHISEE wants to take advantage of this GRAND OPENING program, then FRANCHISEE, will, in writing, so inform SHOPPE COMPANY about one to two months before the SHOP first commences business.

8.2. **GRAND OPENING Timing.**

The GRAND OPENING must take place, within 60 days after the SHOP first commences business, on a date more specifically agreed upon by SHOPPE COMPANY and FRANCHISEE.

8.3. **GRAND OPENING Promotional Activities.**

SHOPPE COMPANY will promote the GRAND OPENING as more particularly described below.

(a) If your SHOP is on a street, or in a tourist setting or lifestyle center, as determined by SHOPPE COMPANY, then SHOPPE COMPANY will fund a direct mail GRAND OPENING awareness mailing, to 2000 households reasonably near to the SHOP. Alternatively, if your SHOP is in a mall, as determined by SHOPPE COMPANY, then SHOPPE COMPANY will provide you with VIP cards for mall employees.

(b) SHOPPE COMPANY will provide FRANCHISEE with the following GRAND OPENING awareness building items: "Now Open" banner or "Grand Opening" banner. If your SHOP is in a mall, SHOPPE COMPANY may also provide you with a barricade wrap, if appropriate and permitted by your LANDLORD.

(c) SHOPPE COMPANY will provide you 1,000 instant-win game cards (every card is a winner), including one game card for a Häagen-Dazs® Shop gift having a value of $480. You will be responsible for covering the costs associated with instant-win cards for free

cones (125), and free with purchase products (free second scoop, bottle of water, or toppings).

(d) SHOPPE COMPANY will provide FRANCHISEE with 7 HÄAGEN-DAZS® PRODUCTS tub credits (the "TUB CREDITS"), as long as FRANCHISEE conducts the GRAND OPENING under the terms of this Article. FRANCHISEE is responsible for taking any steps, consistent with SHOPPE COMPANY's and its affiliate's normal procedures, to apply the TUB CREDITS in connection with FRANCHISEE's account.

(e) SHOPPE COMPANY will provide FRANCHISEE with access to additional promotional resources that FRANCHISEE can use to promote the GRAND OPENING and build awareness of the SHOP, including resources that will enable FRANCHISEE, at FRANCHISEE's expense to purchase GRAND OPENING advertising; print and distribute flyers; and give away bounce back coupons.

8.4. **HÄAGEN-DAZS® PRODUCTS Give-Away; FRANCHISEE responsibilities.**

As part of the GRAND OPENING, FRANCHISEE will give consumers free HÄAGEN-DAZS® PRODUCTS, as more particularly described below:

(a) During the GRAND OPENING, FRANCHISEE will give each consumer a free, 4 ounce size, cups or cones (consumer choice) of HÄAGEN-DAZS® PRODUCTS ("FREE SINGLES"), without any purchase obligation on the part of the consumers; provided that FRANCHISEE may reasonably limit FREE SINGLES to one per consumer; and may limit the FREE SINGLES to the first 500 consumers.

(b) FRANCHISEE will carefully record the number of FREE SINGLES given away, and will be responsible for the costs of HÄAGEN-DAZS® PRODUCTS, irrespective of whether the FREE SINGLES use more or less HÄAGEN-DAZS® PRODUCTS than the TUB CREDITS (defined below).

(c) FRANCHISEE will use commercially reasonable efforts to create awareness for the GRAND OPENING using the elements provided by SHOPPE COMPANY.

(d) Except as specified in this Article, FRANCHISEE is responsible for all costs associated with the GRAND OPENING, including, but not limited to, the costs of cones, paper goods, and other supplies, labor, and advertising.

Article 9. CONTINUING FEES

9.1. **"GROSS SALES" Defined.**

"GROSS SALES" means:

(a) the selling price, after reduction for all non-reimbursable discounts and allowances, of any food, merchandise, and services, from the SHOP;

(b) all income of every kind and nature related to the SHOP, Franchise, and/or Marks, even if derived from sales or activities not permitted by this AGREEMENT;

(c) the fair value of any non-monetary consideration (other than non-reimbursable discounts and allowances) received by FRANCHISEE for any food, merchandise, and services, from

the SHOP, which are bartered, traded or otherwise exchanged by FRANCHISEE for valuable goods or services; and

(d) all proceeds of any business interruption insurance policies related to the SHOP or Franchise.

Specifically excluded from "GROSS SALES" are:

(a) the incidental sale of gift cards (or any similar redemption device), if authorized by SHOPPE COMPANY; provided however that goods and services purchased with gift cards (or any similar redemption device) shall be included in GROSS SALES, to the same extent as if paid for with cash;

(b) sales taxes, excise taxes, or other taxes added to the selling price of any item or service, if actually collected from customers and transmitted to a governmental taxing authority; provided however any tax rebate, allowance, of discount shall be part of GROSS SALES to the extent received, taken, or realized by FRANCHISEE;

(c) any extraordinary sale of equipment or fixtures used in the SHOP.

9.2. **Charge Sales.**

Each charge sale or credit sale shall be included in "GROSS SALES" at the time the sale is made, without regard to whether payment is actually collected.

9.3. **Sales Away from the SHOP.**

This AGREEMENT does not permit FRANCHISEE to sell any food, merchandise or services away from the SHOP. If FRANCHISEE is authorized by SHOPPE COMPANY, or without such authorization, sells food, merchandise or services associated with the MARKS away from the SHOP, then the revenues from those sales will be part of FRANCHISEE's GROSS SALES, and FRANCHISEE shall comply with the procedures established by SHOPPE COMPANY to ensure that any such GROSS SALES are properly captured by the POS SYSTEM, or otherwise reported to SHOPPE COMPANY under Section 9.4.

9.4. **Determining GROSS SALES.**

SHOPPE COMPANY may determine FRANCHISEE's GROSS SALES based on POS INFORMATION SHOPPE COMPANY obtains under Section 11.20.2. If for some reason SHOPPE COMPANY is unable to determine GROSS SALES from the POS INFORMATION, then FRANCHISEE shall report its GROSS SALES and such other information as SHOPPE COMPANY requires in the manner SHOPPE COMPANY specifies no later than five days after the end of the period during which the GROSS SALES were achieved, which period may be weekly, monthly, or some other period, as specified by SHOPPE COMPANY.

9.5. **Estimating GROSS SALES.**

If for any reason SHOPPE COMPANY is unable to obtain GROSS SALES from the POS INFORMATION, and FRANCHISEE fails to timely report its GROSS SALES as SHOPPE COMPANY specifies, then in addition to any other remedies that SHOPPE COMPANY may have under this AGREEMENT, SHOPPE COMPANY will have the right to in good faith estimate FRANCHISEE's GROSS SALES, multiply the good faith estimate of GROSS SALES by 125% to arrive at an adjusted estimate of GROSS SALES, and invoice and collect amounts due from FRANCHISEE on the basis of the

adjusted estimate of GROSS SALES. If FRANCHISEE, within 30 days following SHOPPE COMPANY's invoicing or otherwise notifying FRANCHISEE that SHOPPE COMPANY has estimated FRANCHISEE's GROSS SALES under this Section 9.5, reports its GROSS SALES for the period that had not been timely reported, then the parties will reconcile any difference between the amount reported and the adjusted estimate of GROSS SALES; otherwise the adjusted estimate of GROSS SALES will become final and binding. FRANCHISEE agrees that this provision is reasonable, and that the adjusted estimate of GROSS SALES shall be deemed liquidated damages, and not a penalty, based on the difficulty of accurately estimating GROSS SALES based on prior reporting periods.

9.6. **"ROYALTY."**

FRANCHISEE shall pay SHOPPE COMPANY a continuing fee (the "ROYALTY"), equal to four percent (4%) of GROSS SALES, for the continuing right to operate the SHOP in association with the MARKS and the SYSTEM. Royalty payments are due fifteen days after the end of the period in which the GROSS SALES were achieved.

SHOPPE COMPANY may from time to time modify the requirements and system for payment and collection of the ROYALTY. By way of example, but not limitation:

(a) SHOPPE COMPANY may periodically invoice FRANCHISEE for the ROYALTY due, in which case the ROYALTY will not be delinquent as long as it is paid in accordance with the terms of the respective invoice; provided however that in the event FRANCHISEE fails to timely pay the ROYALTY invoiced, or fails to timely report GROSS SALES, thus impeding the ROYALTY invoicing process, then FRANCHISEE shall be deemed to have failed to timely pay the ROYALTY as of when FRANCHISEE was required to report its related GROSS SALES.

(b) SHOPPE COMPANY may automatically deduct the ROYALTY from a financial account maintained by FRANCHISEE, using an electronic funds transfer ("EFT") process in accordance with Section 9.9

9.7. **"GENERAL MARKETING CONTRIBUTION."**

FRANCHISEE shall pay a continuing fee (the "GENERAL MARKETING CONTRIBUTION") to be used by SHOPPE COMPANY as more particularly described below.

9.7.1. **Amount of GENERAL MARKETING CONTRIBUTION.**

For each year of the TERM, FRANCHISEE shall pay a GENERAL MARKETING CONTRIBUTION determined in accordance with the following formula, provided, however, that in no event shall the GENERAL MARKETING CONTRIBUTION be less than $3,000 per year. The GENERAL MARKETING CONTRIBUTION shall be adjusted each year from an original base of $1,000, to which $25 shall be added or subtracted for each full 3.0 change during the previous calendar year in the U.S. Bureau of Labor Statistics Consumer Price Index, For All Urban Consumers, U.S. City Average ("1967" equals 100) from a base of 196.7. If publication of the Index referred to above is terminated, then SHOPPE COMPANY shall be entitled to designate and use another Index to calculate fluctuations in the GENERAL MARKETING CONTRIBUTION. The GENERAL MARKETING CONTRIBUTION shall be prorated for the first and last years of TERM if less than full calendar years.

9.7.2. **When Due.**

FRANCHISEE shall pay GENERAL MARKETING CONTRIBUTIONs promptly, in accordance with the terms of invoices from SHOPPE COMPANY or its designee. At least 1/12th of the annual GENERAL MARKETING CONTRIBUTION shall be paid each month.

9.7.3. **Use of GENERAL MARKETING CONTRIBUTION.**

The GENERAL MARKETING CONTRIBUTION together with amounts collected from other SYSTEM franchisees, will be added to a fund (the "MARKETING FUND") used, as determined solely by SHOPPE COMPANY, for advertising, sales promotions, research and public relations related to the SYSTEM. SHOPPE COMPANY may select advertising and promotional materials, programs, media, and advertising and other agencies for and to which expenditures from the MARKETING FUND are made. Expenditures or benefits derived by FRANCHISEE from the MARKETING FUND may not and need not be in proportion to FRANCHISEE's contributions. SHOPPE COMPANY may compensate itself and/or its affiliates out of the MARKETING FUND for the reasonable expense of administering and promoting advertising and sales promotion programs. SHOPPE COMPANY is not obligated to maintain the MARKETING FUND in a segregated financial account, shall not be deemed a trustee of the MARKETING FUND, and shall not be deemed be a fiduciary by virtue of its control over the MARKETING FUND.

9.8. **"LOCAL MARKETING CONTRIBUTION."**

FRANCHISEE shall pay a continuing fee (the "LOCAL MARKETING CONTRIBUTION"), equal to one percent (1%) of GROSS SALES, to be used by SHOPPE COMPANY as more particularly described below.

9.8.1. **LOCAL MARKETING CONTRIBUTION Payments.**

LOCAL MARKETING CONTRIBUTION payments shall be paid at the same time ROYALTY payments must be paid under Section 9.6.2, and in accordance with the same procedures instituted by SHOPPE COMPANY under Section 9.6.3.

9.8.2. **Use of LOCAL MARKETING CONTRIBUTION.**

LOCAL MARKETING CONTRIBUTIONs will be directed toward local marketing activities that SHOPPE COMPANY reasonably believes to be of benefit to FRANCHISEE. Without limitation, SHOPPE COMPANY may spend LOCAL MARKETING CONTRIBUTIONs directly, make them available for cooperative marketing, or make them available to FRANCHISEE on a reimbursement basis for costs incurred by FRANCHISEE in connection with local marketing activities specified in advance by SHOPPE COMPANY, and undertaken directly by FRANCHISEE. If SHOPPE COMPANY makes the LOCAL MARKETING CONTRIBUTIONs collected available to FRANCHISEE on a reimbursement basis, and FRANCHISEE fails to meet the conditions for reimbursement within the time limits established from time to time by SHOPPE COMPANY, then the LOCAL MARKETING CONTRIBUTIONs collected by SHOPPE COMPANY and not otherwise utilized in accordance with this Section shall be considered part of the MARKETING FUND, and subject to any use permitted by Section 9.7.3. SHOPPE COMPANY may use or make available the LOCAL MARKETING CONTRIBUTIONs collected for local marketing activities undertaken within time frames before and after the due date of FRANCHISEE's LOCAL MARKETING CONTRIBUTION, as determined by SHOPPE COMPANY from time to time, and communicated to FRANCHISEE.

9.9. **Electronic Funds Transfer (EFT).**

If required by SHOPPE COMPANY at any time during the TERM, then FRANCHISEE shall promptly take all necessary steps, including completing and signing necessary authorization forms, to enable:

(a) SHOPPE COMPANY or its designee to electronically deduct, from a financial account maintained by FRANCHISEE, any amounts that become payable to SHOPPE COMPANY under this Article 9, or otherwise under this AGREEMENT;

(b) SHOPPE COMPANY's affiliates, or their respective designee, to electronically deduct, from a financial account maintained by FRANCHISEE, any amounts that become due to such affiliates under this AGREEMENT, in connection with FRANCHISEE's purchases of HÄAGEN-DAZS® PRODUCTS, or otherwise.

FRANCHISEE shall be responsible for any fees and charges assessed by FRANCHISEE's financial institution in connection with transactions within this scope of this Section 9.9.

9.10. **No Rights of Set-Off.**

FRANCHISEE may not reduce any payment required to be made to SHOPPE COMPANY under this Article 9, on account of any money SHOPPE COMPANY owes FRANCHISEE under this AGREEMENT, or otherwise.

9.11. **Late Payment.**

To compensate SHOPPE COMPANY (or its affiliates) for the loss of use of funds that FRANCHISEE must pay SHOPPE COMPANY (or its affiliates) under this AGREEMENT, the principal portion of any payment that FRANCHISEE does not make to SHOPPE COMPANY (or its affiliates), when due, shall bear interest from the due date until paid at, the lesser of eighteen percent (18%) per annum or the highest contract rate of interest allowed by the law of the state where the SHOP is located. To compensate SHOPPE COMPANY (or its affiliates) for the administrative expenses incurred in connection with delinquent obligations (unless prohibited by law), SHOPPE COMPANY may also require FRANCHISEE to pay a late charge equal to ten percent (10%) of each payment that is late. SHOPPE COMPANY (and its affiliates) shall also be entitled to recover the costs and expenses, including reasonable attorneys' fees, incurred in collection of past due amounts. FRANCHISEE shall also be responsible for payment of any bank charges, late fees, penalties, or similar charges incurred by SHOPPE COMPANY (or its affiliates) as a result of any dishonored bank check, stop payment order, electronic funds debit rejection, or similar occurrence in connection with any amount payable under this AGREEMENT. Without limiting the foregoing, the provisions of this Section 9.11 will apply to FRANCHISEE's purchase of HÄAGEN-DAZS® PRODUCTS from SHOPPE COMPANY's affiliates.

Article 10. CONFIDENTIAL MANUAL AND INFORMATION

10.1. **"SHOP OPERATIONS MANUAL" Defined.**

The "SHOP OPERATIONS MANUAL" is a copyrighted manual of procedures, business information, confidential and proprietary information, and trade secrets pertaining to the SYSTEM, and forming a substantial portion of the SYSTEM STANDARDS. SHOPPE COMPANY may at its option make all or portions of the SHOP OPERATIONS MANUAL obtainable in an electronic medium, either in addition to, or in lieu of, a hard copy format.,

10.2. **Ownership, Possession and Control of SHOP OPERATIONS MANUAL.**

The SHOP OPERATIONS MANUAL shall at all times remain the property of SHOPPE COMPANY. FRANCHISEE may not disclose the contents of the SHOP OPERATIONS MANUAL, in whole or in part, to any person other than FRANCHISEE's employees as may be necessary to discharge FRANCHISEE's obligations under this AGREEMENT. Without limiting the foregoing, FRANCHISEE shall safeguard the credential used by FRANCHISE to access the SHOP OPERATIONS MANUAL. FRANCHISEE may not use the SHOP OPERATIONS MANUAL or its contents, in whole or in part, for any purpose other than to discharge its obligations under this AGREEMENT. Except as expressly permitted by SHOPPE COMPANY, FRANCHISEE may not copy or disseminate the SHOP OPERATIONS MANUAL, in whole or in part, and must implement reasonable security measures directed to accomplishing the requirements of this Section 10.2.

10.3. **Revisions to SHOP OPERATIONS MANUAL.**

SHOPPE COMPANY reserves the right to add to, revise or rescind various portions of the SHOP OPERATIONS MANUAL periodically, and FRANCHISEE shall implement such changes when made, even if additional investment or expenditures are required.

10.4. **Confidential Information.**

FRANCHISEE acknowledges that SHOPPE COMPANY will from time to time provide FRANCHISEE with information that is confidential in nature, and that if disclosed to third parties might adversely impact the ability of SHOPPE COMPANY or SYSTEM franchisees to remain competitive. FRANCHISEE agrees that, unless otherwise determined by SHOPPE COMPANY, the marketing strategies and programs developed by SHOPPE COMPANY shall be treated as confidential until publicly disseminated in accordance with the instructions of SHOPPE COMPANY. FRANCHISEE shall not disclose any confidential information to any person other than FRANCHISEE's employees as may be necessary to discharge FRANCHISEE's obligations hereunder, and FRANCHISEE agrees not to use any such confidential information for any purpose other than to discharge its obligations under this AGREEMENT.

Article 11. SYSTEM STANDARDS

FRANCHISEE shall, at all times during the TERM, continuously and faithfully operate the SHOP in full compliance with the SYSTEM STANDARDS.

11.1. **SHOP OPERATIONS MANUAL.**

In order to protect and enhance the reputation and good will associated with the MARKS and the SYSTEM, and to maintain SYSTEM uniformity and the SYSTEM STANDARDS, FRANCHISEE shall at all times conduct the operations of the SHOP in accordance with the SHOP OPERATIONS MANUAL.

11.2. **DESIGNATED SHOP MANAGER.**

FRANCHISEE shall at all times have a person designated as having primary responsibility for the day to day operation of the SHOP (the "DESIGNATED SHOP MANAGER") in accordance with this AGREEMENT and the SYSTEM STANDARDS, who shall be reasonably acceptable to SHOPPE COMPANY (including, but not limited to, the requirement that such individual possess sufficient experience in the management of a retail business, as determined by SHOPPE COMPANY in its sole discretion), and who has successfully completed the SHOPPE COMPANY training program and continues

to satisfy the training requirements under Section 11.3. Unless FRANCHISEE has more than one HÄAGEN-DAZS® SHOP, or is a professional food service operator in the sole judgment of SHOPPE COMPANY, the DESIGNATED SHOP MANAGER must be an individual who, separately, or with others, is the FRANCHISEE under this AGREEMENT, or if the FRANCHISEE consists of no natural persons, then an officer, director, senior level employee of FRANCHISEE, or an individual who has personally guaranteed FRANCHISEE's obligations under this AGREEMENT.

11.3. **Training.**

In order to safeguard the MARKS and the SYSTEM STANDARDS, FRANCHISEE shall at all times employ an adequately trained staff to properly operate the SHOP in accordance with the SYSTEM STANDARDS.

11.3.1. **Initial Training**

SHOPPE COMPANY shall at the same time provide training for the first DESIGNATED SHOP MANAGER and, if desired by FRANCHISEE, or necessary in order for FRANCHISEE to satisfy the best efforts requirements under Section 11.4, one other person selected by FRANCHISEE and reasonably acceptable to SHOPPE COMPANY, in the principal aspects of establishing and operating a HÄAGEN-DAZS® SHOP, the handling of HÄAGEN-DAZS® PRODUCTS, and the preparation and sale of HÄAGEN-DAZS® SHOP menu items. Specific training procedures and requirements are set forth in the SHOP OPERATIONS MANUAL. This AGREEMENT is issued on the condition that the initial DESIGNATED SHOP MANAGER, and any person FRANCHISEE later desires to make the DESIGNATED SHOP MANAGER, completes training to the satisfaction of SHOPPE COMPANY.

11.3.2. **SUCCESSIVE TERM FRANCHISE OR RENEWAL TERM FRANCHISE Refresher Training.**

In the case of a SUCCESSIVE TERM FRANCHISE or RENEWAL TERM FRANCHISE, this AGREEMENT is issued on the additional condition that, if required by SHOPPE COMPANY, then the current DESIGNATED SHOP MANAGER or another person selected by FRANCHISEE and acceptable to SHOPPE COMPANY shall successfully complete training by a date determined by SHOPPE COMPANY, notwithstanding any prior training and experience.

11.3.3. **Ongoing Training.**

If required by SHOPPE COMPANY, then the DESIGNATED SHOP MANAGER shall attend and complete mid-TERM training, to the satisfaction of SHOPPE COMPANY, at a time after the fifth year of the TERM reasonably determined by SHOPPE COMPANY.

11.3.4. **Remedial Training.**

In lieu of declaring a default under this AGREEMENT, or terminating this AGREEMENT for material breach, or at the same time as declaring a default under this AGREEMENT, SHOPPE COMPANY shall have the absolute right to direct FRANCHISEE by NOTICE to have the DESIGNATED SHOP MANAGER attend training directed toward curing specific operational deficiencies. SHOPPE COMPANY shall have no obligation to offer training as an alternative to declaring a default or terminating this AGREEMENT. FRANCHISEE may be required to reimburse SHOPPE COMPANY for the reasonable costs of remedial training provided by SHOPPE COMPANY under this Section 11.3.4.

11.3.5. **Expenses of Attendance at Training.**

FRANCHISEE is solely responsible for travel and living expenses in connection with any training provided by SHOPPE COMPANY under this AGREEMENT, as well as any wages and salaries payable to FRANCHISEE's employees while attending training.

11.4. **Best Efforts.**

The DESIGNATED SHOP MANAGER shall furnish personal full time and attention and best efforts to the day to day management and operation of the SHOP in accordance with the requirements of this AGREEMENT. Without limiting the foregoing, the DESIGNATED SHOP MANAGER must maintain a physical presence at the SHOP at least 40 hours each week during hours of operation, provided however that this requirement may be satisfied by the combined time spent at the SHOP during hours of operation by the DESIGNATED SHOP MANAGER and one or more other individuals, satisfactory to SHOPPE COMPANY, who have successfully completed SHOPPE COMPANY's training program.

11.5. **SHOP Employees.**

The SHOP shall be staffed with qualified, competent employees trained by the DESIGNATED SHOP MANAGER, and who are employed solely by FRANCHISEE and not by SHOPPE COMPANY. FRANCHISEE is solely responsible for hiring and discharging employees of the SHOP, and setting their wages and terms of employment. FRANCHISEE shall comply with all applicable laws and regulations, including, but not limited to, workers' compensation laws. FRANCHISEE shall require employees to wear such uniforms or attire as SHOPPE COMPANY prescribes periodically, and otherwise comply with the ongoing SYSTEM STANDARDS. All employment related documents, including, without limitation, employment applications, schedules, job descriptions, and pay checks, must clearly identify FRANCHISEE, and not SHOPPE COMPANY, as the employer, and shall not contain any of the MARKS.

11.6. **Operations and Product Standards.**

Unless SHOPPE COMPANY specifically permits otherwise, in writing, FRANCHISEE shall offer for sale from the SHOP the entire menu prescribed periodically by SHOPPE COMPANY for the SYSTEM. FRANCHISEE may prepare and sell from the SHOP only the products and services that SHOPPE COMPANY approves periodically for sale by SYSTEM franchisees, and no other products, services, or business may be offered or conducted at or from the SHOP. FRANCHISEE will at all times maintain an inventory of food and drink products and other supplies adequate to satisfy customer demand for products and services required to be sold at the SHOP. FRANCHISEE will employ only such supplies, ingredients, recipes, formulas and products, and shall offer products for sale only in such portions, appearance and packaging, as SHOPPE COMPANY periodically designates. FRANCHISEE will adhere to the requirements for food storage, handling, preparation, merchandising, presentation, display and sale, and daily SHOP operations, described in the SHOP OPERATIONS MANUAL or otherwise communicated by SHOPPE COMPANY. If FRANCHISEE fails to conduct its business in accordance with the requirements of this Section 11.6, then, without limiting the rights of SHOPPE COMPANY under this AGREEMENT, SHOPPE COMPANY may, without terminating this AGREEMENT, temporarily suspend FRANCHISEE's right to operate under this AGREEMENT, or temporarily or permanently suspend FRANCHISEE's right to sell certain products under this AGREEMENT, so long as such suspension is reasonably related to FRANCHISEE's failure to comply with the requirements of this Section 11.6, bringing FRANCHISEE into compliance with this Section 11.6, or the health or safety of the public.

11.7. **Sources of Supply.**

In order to safeguard the integrity of the MARKS, and to maintain the uniformity and quality of items associated with the SYSTEM, and to facilitate SHOPPE COMPANY's negotiating of favorable and efficient supply and distribution arrangements, FRANCHISEE shall only purchase food, supplies, fixtures, equipment, furnishing, signs and other items for use in the SHOP in accordance with the following provisions.

11.7.1. **HÄAGEN-DAZS® PRODUCTS.**

FRANCHISEE acknowledges that the HÄAGEN-DAZS® PRODUCTS used in, and offered and sold from the SHOP, as authorized by SHOPPE COMPANY from time to time, are manufactured using proprietary recipes and processes, and are an inseparable and essential element of the FRANCHISE. In order to protect the interests of SHOPPE COMPANY, the owner of the MARKS, and their respective licensees, and to ensure the quality, uniformity, and distinctiveness of the HÄAGEN-DAZS® PRODUCTS, FRANCHISEE agrees to purchase its entire requirements of HÄAGEN-DAZS® PRODUCTS, from SHOPPE COMPANY, or the supplier designated by SHOPPE COMPANY, at prices, determined by SHOPPE COMPANY or its designated supplier, and which may result in revenues and profits, directly or indirectly, to SHOPPE COMPANY, the designated supplier, and the owner of the MARKS, all of whom FRANCHISEE agrees are entitled to receive such revenues and profits.

11.7.2. **Other Food and Beverage Products.**

FRANCHISEE shall purchase only food and beverage products (other than the HÄAGEN-DAZS® PRODUCTS purchased in accordance with Section 11.7.1) that have been approved in advance by SHOPPE COMPANY, in writing, in the SHOP OPERATIONS MANUAL or otherwise, originating from sources that have demonstrated to the reasonable continuing satisfaction of SHOPPE COMPANY that they are able to manufacture the products to the standards and specifications of SHOPPE COMPANY. FRANCHISEE shall in each instance only purchase any particular approved product from the particular distributor, or seller of the approved product that SHOPPE COMPANY has designated.

11.7.3. **Supplies and Equipment.**

FRANCHISEE shall only purchase paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies for use in the SHOP that have been approved in advance by SHOPPE COMPANY, from sources that have been approved in advance by SHOPPE COMPANY. SHOPPE COMPANY will, when appropriate, as determined solely by SHOPPE COMPANY grant a manufacturer of certain approved items a license to print specified text and the MARKS on those items, in the manner and format established periodically by SHOPPE COMPANY. FRANCHISEE shall not use paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies at the SHOP which do not bear the text and the MARKS required by SHOPPE COMPANY, in the manner and format required and approved in advance by SHOPPE COMPANY.

11.7.4. **Procedures for Seeking Approval of Suppliers and Products.**

Other than with respect to the HÄAGEN-DAZS® PRODUCTS, and any other branded food and beverage items sold or used in the SHOP, if FRANCHISEE desires to purchase a product that is not approved, but which FRANCHISEE believes to conform to SHOPPE COMPANY's specifications, then FRANCHISEE shall submit a written request for approval to SHOPPE

COMPANY with any documentation that SHOPPE COMPANY may reasonably require to determine conformity to the relevant specifications. SHOPPE COMPANY shall have the right to require that its representatives be permitted to inspect the proposed supplier's facilities, and that samples from the supplier be delivered to SHOPPE COMPANY or its designee for evaluation and testing. The reasonable costs of evaluation and testing shall be paid by FRANCHISEE. Within 90 days after receipt of the request, and the completion of any evaluation and testing required by SHOPPE COMPANY, SHOPPE COMPANY will notify FRANCHISEE of its decision in writing. Approval shall not be unreasonably withheld, but SHOPPE COMPANY may withhold its approval for any good reason, including that, in the opinion of SHOPPE COMPANY, a sufficient number of products conforming to the same specification have already been approved.

11.7.5. **Vendor Rebates.**

SHOPPE COMPANY shall have the right to periodically enter into agreements with vendors, suppliers and distributors, who provide products and services to FRANCHISEE, contemplating the payment of a rebate or other consideration to SHOPPE COMPANY on account of FRANCHISEE's purchases. SHOPPE COMPANY will have the right to use rebates, and other monetary consideration received, for any purpose for which it may use the GENERAL MARKETING CONTRIBUTION under Section 9.7.3, or for any other purpose SHOPPE COMPANY desires, without regard to whether such purpose is of any direct or indirect benefit to FRANCHISEE.

11.8. **Mandatory Participation in Marketing Programs.**

FRANCHISEE acknowledges that FRANCHISEE's participation in promotions and marketing programs established by SHOPPE COMPANY is important to enhance the value, recognition, and reputation of the MARKS and the SYSTEM. FRANCHISEE covenants and agrees that FRANCHISEE shall participate in those promotions and marketing programs established from time to time by SHOPPE COMPANY that are appropriate to the SHOP, as determined by SHOPPE COMPANY, provided however that FRANCHISEE shall have the right and obligation to decline to participate in all or any part of any promotion or marketing program, which, due to the laws applicable to the SHOP, would render FRANCHISEE's participation unlawful.

11.9. **Compliance with Laws, Health & Safety Requirements.**

FRANCHISEE shall fully, strictly and faithfully comply with all laws (including, but not limited to, statutes, ordinances, regulations, and governmental orders) affecting FRANCHISEE's operation of the SHOP; in particular, FRANCHISEE shall operate and maintain the SHOP and its premises in strict compliance with all applicable health, sanitation, fire and safety codes and requirements. If any law affecting FRANCHISEE's operation of the SHOP sets a standard that is different than the SYSTEM STANDARDS, then FRANCHISEE shall satisfy the higher standard; if FRANCHISEE perceives any law affecting FRANCHISEE's operation of the SHOP to conflict with the SYSTEM STANDARDS, then FRANCHISEE shall notify SHOPPE COMPANY in writing, identifying the specific law and SYSTEM STANDARDS requirement, so that SHOPPE COMPANY may determine how to resolve the perceived conflict.

11.10. **Remedying Food Safety Concerns.**

If any food item dispensed at the SHOP is adulterated, or does not comply with applicable law or regulations, or fails to be maintained in accordance with the requirements described in this AGREEMENT or in the SHOP OPERATIONS MANUAL, then, FRANCHISEE shall immediately close and suspend

operations at the SHOP, destroy all contaminated or adulterated products and eliminate the source of contamination, remedy all unsanitary conditions at the SHOP, and reopen for business only after an inspection by SHOPPE COMPANY and laboratory analysis from samples obtained for that purpose by SHOPPE COMPANY evidence compliance with all applicable governmental requirements and the SYSTEM STANDARDS. This remedy is in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT.

11.11. **SHOP Inspections.**

In order to safeguard the MARKS and determine compliance with the SYSTEM STANDARDS, SHOPPE COMPANY representatives shall have the absolute right to enter, remain in, and inspect the SHOP whenever SHOPPE COMPANY deems it appropriate. SHOPPE COMPANY representatives may, without prior notice to FRANCHISEE, interview FRANCHISEE's employees and customers, take photographs, video, and similar recordings, examine, evaluate and take representative sample of the foods, beverages, and other products stored, sold or used at the SHOP. SHOPPE COMPANY shall have the right to use all interviews, photographs, video, and other recordings for any reason SHOPPE COMPANY deems appropriate, including in advertising, marketing and other promotional materials. FRANCHISEE will not be entitled to, and hereby expressly waives, any right that it might otherwise have to be compensated for the use of interviews, photographs, video, and other recordings by SHOPPE COMPANY, its advertising agencies, or other SYSTEM franchisees.

11.12. **Correcting Deficiencies.**

FRANCHISEE shall at its own expense promptly, and within any period reasonably specified by SHOPPE COMPANY, correct any violation of the SYSTEM STANDARDS. If no time period is specified, then FRANCHISEE shall complete correct the violation as promptly as reasonably possible, which in the case of any failure to comply with the requirements of Section 11.6 shall be immediately upon becoming aware of the violation, if and to the fullest extent corrective action can be taken without first obtaining any ingredients or supplies, or repairing any equipment. If, during an inspection, SHOPPE COMPANY identifies a violation of the SYSTEM STANDARDS that:

(a) is a reoccurrence of a previously identified violation of the System Standards, occurring at the SHOP within the preceding 12 months; or

(b) is a continuation of a previously identified violation of the System Standards, which FRANCHISEE failed to correct within the period specified by SHOPPE COMPANY; or

(c) is the same as a violation of the System Standards that, within the preceding 12 months, was identified by SHOPPE COMPANY at another Häagen-Dazs® Shop in which FRANCHISEE has an interest, and in relation to which the corrective period specified by SHOPPE COMPANY ended before the inspection of the SHOP;

then SHOPPE COMPANY may, in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT, do any or a combination of the following:

(a) Require FRANCHISEE to reimburse SHOPPE COMPANY for the costs of a subsequent inspection of the SHOP, conducted to determine whether the reoccurring or continuing violation of the System Standards has been cured, at the rate of $100.00 per hour of the SHOPPE COMPANY representative's time (including travel time) plus travel and related expenses;

(b) SHOPPE COMPANY may arrange for and pay for the repair and replacement of any damaged equipment, furnishings, finishes, signage or other element of the SHOP; in which case FRANCHISEE shall fully-cooperate to enable the undertaking of such corrective work by SHOPPE COMPANY or third-party designated by SHOPPE COMPANY, and shall immediately reimburse SHOPPE COMPANY for any costs and expenses incurred by SHOPPE COMPANY plus an administrative fee of 15% of the cost and expenses incurred by SHOPPE COMPANY to cover SHOPPE COMPANY's related time and overhead;

(c) SHOPPE COMPANY may arrange for and pay for the purchase of any items needed in connection with the SHOP, as reasonably determined by SHOPPE COMPANY, including, but not limited to small wares, uniform elements; in which case FRANCHISEE shall fully-cooperate to enable the undertaking of such corrective work by SHOPPE COMPANY or third-parties designated by SHOPPE COMPANY, and shall immediately reimburse SHOPPE COMPANY for any costs and expenses incurred by SHOPPE COMPANY plus an administrative fee of 15% of the cost and expenses incurred by SHOPPE COMPANY to cover SHOPPE COMPANY's related time and overhead;

(d) SHOPPE COMPANY may arrange for and pay for the establishment or reestablishment, and arrearages if applicable, of any services needed in connection with the SHOP, as reasonably determined by SHOPPE COMPANY, including, but not limited to telephone, electric, water and other utility services; in which case FRANCHISEE shall fully-cooperate to enable the establishment or reestablishment of such services, and shall immediately reimburse SHOPPE COMPANY for any costs and expenses incurred by SHOPPE COMPANY plus an administrative fee of 15% of the cost and expenses incurred by SHOPPE COMPANY to cover SHOPPE COMPANY's related time and overhead.

11.13. **Immediate Removal of Non-Conforming Items.**

SHOPPE COMPANY shall have the absolute right to direct the immediate removal of any item present in the SHOP that does not conform to the SYSTEM STANDARDS. Without compensating FRANCHISEE, SHOPPE COMPANY shall have the absolute right to confiscate, discard, or destroy any food, beverages, equipment, supplies, advertising, marketing, point of sale materials, signage, and any other items that do not conform to the SYSTEM STANDARDS. This remedy is in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT.

11.14. **Repair and Renovation.**

FRANCHISEE shall repair, rehabilitate, refurbish, modernize, renovate and upgrade the SHOP periodically to maintain it in a clean, attractive and orderly condition, to provide efficient, high-quality service to the public, and to conform to ongoing SYSTEM STANDARDS and specifications applicable generally to HÄAGEN-DAZS® SHOPs, as periodically revised by SHOPPE COMPANY. FRANCHISEE must obtain the prior written approval of SHOPPE COMPANY if any efforts to be taken under this Section 11.14 will result in a temporary halt of operations, or will at any time result in a change to the equipment layout, finish materials, or any other aspect of the design of the SHOP. FRANCHISEE shall be solely responsible, irrespective of whether FRANCHISEE has obtained any approval from SHOPPE COMPANY, to make certain that the SHOP is accessible to the fullest extent required by the Americans with Disabilities Act, and conforms to any applicable local building codes and other laws and regulations. Without limiting the foregoing, FRANCHISEE shall, unless required to do so more quickly by SHOPPE COMPANY in any particular instance, repair any improper condition of the SHOP PREMISES, or the equipment or furnishings

in the SHOP PREMISES, within 30 days after first being identified by FRANCHISEE or SHOPPE COMPANY.

11.15. **Remodeling.**

In addition to the continuing obligations identified in Section 11.14, if required by SHOPPE COMPANY, then FRANCHISEE shall completely remodel the SHOP so as to bring it into substantial compliance with the then current design and other operational requirements of SHOPPE COMPANY, in accordance with EXHIBIT B, provided however that SHOPPE COMPANY will not require FRANCHISEE to remodel the SHOP more than once during any 5-year period.

11.16. **Equipment and Technology Upgrades.**

During the TERM, FRANCHISEE shall make any equipment upgrades and additions, including upgrades and additions reflecting new technologies adopted by SHOPPE COMPANY, within 90 days of NOTICE from SHOPPE COMPANY. The foregoing obligation is in addition to any requirements to upgrade the POS SYSTEM imposed by or under Section 11.20.3.

11.17. **Sales and Product Mix Reporting Requirements.**

FRANCHISEE shall upon request periodically provide SHOPPE COMPANY with any and all requested information related to FRANCHISEE's sales, costs, earnings and related items. FRANCHISEE acknowledges that SHOPPE COMPANY may request this information be provided monthly, and occasionally more often, and in some instances FRANCHISEE may be required to track certain information not regularly tracked by FRANCHISEE.

11.18. **Projecting Requirements of HÄAGEN-DAZS® PRODUCTS & Other Products.**

At the request of SHOPPE COMPANY, FRANCHISEE shall periodically project sales, costs, and product requirements. FRANCHISEE shall endeavor to project quantities of products needed, including quantity of each of the HÄAGEN-DAZS® PRODUCTS, and the anticipated timing of such need. FRANCHISEE acknowledges that this information is important to SHOPPE COMPANY so that it or its designated supplier may project quantities of HÄAGEN-DAZS® PRODUCTS to manufacture. Notwithstanding the purpose for requiring this information from FRANCHISEE, or the accuracy of FRANCHISEE's projections, under no circumstances shall FRANCHISEE's compliance with this Section 11.18 be deemed to require SHOPPE COMPANY or its designated supplier to sell FRANCHISEE the projected quantities of any particular HÄAGEN-DAZS® PRODUCTS.

11.19. **Hours of Operation.**

FRANCHISEE shall keep the SHOP open and in normal operation during the days and hours SHOPPE COMPANY from time to time specifies in the SHOP OPERATIONS MANUAL or otherwise approves in writing. FRANCHISEE shall conspicuously post on or within the SHOP PREMISES, at a location visible to consumers during the SHOP's operational and non-operational hours, and acceptable to SHOPPE COMPANY, the SHOP's normal hours of operation; and FRANCHISEE shall keep the SHOP open and in normal operation during the days and hours posted.

11.20. **POS SYSTEM.**

To ensure the efficient management and operation of the SHOP, and the reporting of data and information to SHOPPE COMPANY, FRANCHISEE shall, at its own expense, install, and during the

TERM shall properly maintain in good working order, a computerized point of sale system (the "POS SYSTEM") consisting of one or more cash registers, a modem, software, cables, a dedicated telephone line (or alternative communications line designated by, or permitted by SHOPPE COMPANY), and other accessories and peripheral equipment, all of which must be approved by SHOPPE COMPANY in the SHOP OPERATIONS MANUAL or otherwise in writing. Unless SHOPPE COMPANY in writing permits otherwise, the equipment making-up the POS SYSTEM shall be purchased only from a source designated by SHOPPE COMPANY; and initially programmed and from time to time reprogrammed only by someone designated by SHOPPE COMPANY, which requirements FRANCHISEE agrees are reasonable in order to reasonably maintain POS SYSTEM uniformity among various HÄAGEN-DAZS® SHOPs.

11.20.1. **Collecting POS INFORMATION.**

FRANCHISEE shall at all times use the POS SYSTEM to accurately, consistently, and completely capture, record, and structure all data and information that SHOPPE COMPANY prescribes in the SHOP OPERATIONS MANUAL or otherwise (the "POS INFORMATION").

11.20.2. **SHOPPE COMPANY Access to POS INFORMATION.**

FRANCHISEE agrees that SHOPPE COMPANY will have the absolute right to retrieve, electronically and manually, any or all of the POS INFORMATION that SHOPPE COMPANY deems necessary or appropriate, or desires. FRANCHISEE may retrieve the POS INFORMATION at intervals and times SHOPPE COMPANY determines, and without any advance notice to FRANCHISEE. FRANCHISEE shall assist SHOPPE COMPANY in initially establishing electronic access to the POS INFORMATION, and shall thereafter, as required by SHOPPE COMPANY, from time to time provide further assistance in connection with the retrieval of the POS INFORMATION.

11.20.3. **Updates, Modifications, and Replacements.**

FRANCHISEE shall update or replace software used by the POS SYSTEM, as directed by SHOPPE COMPANY. FRANCHISEE shall make, or at SHOPPE COMPANY's direction shall permit someone else to make, any programming changes required from time to time by SHOPPE COMPANY. SHOPPE COMPANY may, at any time, but not more frequently than once every three years, require FRANCHISEE to update or replace the entire POS SYSTEM to bring it into conformity with SHOPPE COMPANY's then current approved POS SYSTEM. FRANCHISEE will accomplish the required updates, replacements, changes and other modifications within the time-frames SHOPPE COMPANY specifies.

11.20.4. **SHOPPE COMPANY's Ownership and Use of POS Information**

FRANCHISEE agrees that all POS INFORMATION provided to SHOPPE COMPANY, whether electronically retrieved or otherwise received, will become SHOPPE COMPANY's property and may be used by SHOPPE COMPANY in any manner SHOPPE COMPANY considers appropriate, including sharing the POS INFORMATION with other SYSTEM FRANCHISEEs.

11.20.5. **Other Requirements**

If SHOPPE COMPANY requires, then in connection with software for the POS SYSTEM, FRANCHISEE will enter into, and abide by, any software licensing agreements with SHOPPE COMPANY or a third-party software publisher or vendor. If SHOPPE COMPANY requires, then

FRANCHISEE will at its own expense subscribe to a regular maintenance program for the POS SYSTEM.

11.21. **Acceptance of Credit and Debit Cards**

The POS SYSTEM shall include equipment, software, and anything else necessary to make the POS SYSTEM capable of accepting, and FRANCHISEE shall accept, credit cards and debit cards specified by SHOPPE COMPANY, and similar redemption devices specified by SHOPPE COMPANY, that enable purchases to be made without the physical exchange of currency; and FRANCHISEE shall, it its own expense, subscribe to any related processing services designated by SHOPPE COMPANY.

11.22. **Gift Card Program**

FRANCHISEE shall at its own expense participate in any gift card program (or similar gift redemption device program) established by SHOPPE COMPANY, which may involve the issuance and acceptance of gift cards (or other gift redemption devises) through the POS SYSTEM, and may require FRANCHISEE to obtain additional equipment as part of its POS SYSTEM.

11.23. **Online Ordering and Delivery Services**

FRANCHISEE shall at its own expense participate in any online ordering service programs and delivery service programs (each a "REMOTE SALES PROGRAM") designated by SHOPPE COMPANY; which may require entering into contracts with the service providers, use of technology and equipment provided by service providers, and payment of participation fees and commissions, and other expenditures; and may require FRANCHISEE to obtain additional equipment as part of its POS SYSTEM; and which may require FRANCHISEE to purchase supplies and comply with procedures established to ensure the maintaining of menu item quality during transport. FRANCHISEE shall also comply with any procedures and requirements established by SHOPPE COMPANY to ensure that sales through each REMOTE SALES PROGRAM are properly recorded and accounted for in the POS SYSTEM, or otherwise, and included in GROSS SALES. If FRANCHISEE's sales through any REMOTE SALES PROGRAM are not conducted in the manner required by SHOPPE COMPANY under this Section 11.23 (or for any other good reason as reasonably determined by SHOPPE COMPANY in good faith), then, in addition to any other rights and remedies available to it, SHOPPE COMPANY may immediately suspend FRANCHISEE's participation in any or all REMOTE SALES PROGRAMS; and FRANCHISEE does hereby irrevocably grant SHOPPE COMPANY the right to instruct service provider to discontinue REMOTE SALES PROGRAM services to FRANCHISEE. SHOPPE COMPANY may, but shall have no obligation to, permit FRANCHISEE to participate in a REMOTE SALES PROGRAM in addition to those selected by SHOPPE COMPANY. FRANCHISEE shall discontinue its participation in any REMOTE SALES PROGRAM if, and as, directed by SHOPPE COMPANY. In no way shall sales through any REMOTE SALES PROGRAM be construed as altering, defining or redefining any EXCLUSIVE TERRITORY, if any, granted in accordance with EXHIBIT C.

11.24. **Coupons and Discount Offers.**

FRANCHISEE will not issue coupons except those that have been approved by SHOPPE COMPANY in accordance with Section 13.5. Coupons issued by FRANCHISEE will clearly identify the SHOP, and any other HÄAGEN-DAZS® SHOP, if any, where they are redeemable, and will state that they are not redeemable at any other HÄAGEN-DAZS® SHOP. If FRANCHISEE elects to accept any coupons issued by SHOPPE COMPANY, which are redeemable at participating HÄAGEN-DAZS® SHOPs, then FRANCHISEE will honor the redemption policies established from time to time by SHOPPE COMPANY. FRANCHISEE is solely responsible for determining whether any discounts or other terms of sale offered

by FRANCHISEE, coupons issued by FRANCHISEE, and coupons accepted by FRANCHISEE, including those issued by SHOPPE COMPANY, comply with applicable laws, including local dairy laws.

11.25. **Promotional Materials.**

FRANCHISEE acknowledges that FRANCHISEE and other SYSTEM franchisees may benefit from the promotion of HÄAGEN-DAZS® PRODUCTS, HÄAGEN-DAZS® SHOPs and the SYSTEM. FRANCHISEE acknowledges that certain supplies used in the SHOP (e.g. ice cream cone wrappers; napkins; sundae and beverage cups; etc.) and point of sale communication materials displayed or used in the SHOP (e.g. brochures, posters; etc.), in addition to displaying the MARKS, may, at the determination of SHOPPE COMPANY, display information about HÄAGEN-DAZS® PRODUCTS, HÄAGEN-DAZS® SHOPs and the SYSTEM that may be of interest to consumers, including information relating to HÄAGEN-DAZS® SHOP franchise opportunities. If requested by SHOPPE COMPANY, then FRANCHISEE will post, display, or make available to consumers, in a manner reasonably determined by SHOPPE COMPANY information relating to HÄAGEN-DAZS® PRODUCTS, the SYSTEM, including if requested by SHOPPE COMPANY, the addresses of other HÄAGEN-DAZS® SHOPs, and HÄAGEN-DAZS® SHOP franchise opportunities.

11.26. **Access to Email & Internet; Consent to Communication Medium.**

FRANCHISEE acknowledges that the world wide web, Internet, intranet, extranet, email, and similar medium are becoming an increasingly accepted and normal way of communicating. FRANCHISEE further acknowledges that SHOPPE COMPANY may from time to time desire to communicate with FRANCHISEE using any of the foregoing medium. Therefore, FRANCHISEE shall at all times, before and during the TERM, have a computer, reasonably acceptable to SHOPPE COMPANY, within the SHOP with Internet access and a reasonably current web browser, and:

(a) maintain an email address to which SHOPPE COMPANY may send electronic communications; keep SHOPPE COMPANY apprised of FRANCHISEE's current email address; regularly check, at a frequency specified by SHOPPE COMPANY, which may be every day, for email communications from SHOPPE COMPANY;

(b) timely respond to email communications from SHOPPE COMPANY, which, unless a different time-period is specified, will mean within 72 hours from receipt;

(c) in the event SHOPPE COMPANY establishes an intranet, extranet, or other means of posting information on a web site or similar on-line medium, then regularly check, at a frequency specified by SHOPPE COMPANY, which may be every day, for information communicated by SHOPPE COMPANY;

(d) at FRANCHISEE's expense install such software as SHOPPE COMPANY may from time to time require, to enable FRANCHISEE to utilize those resources that SHOPPE COMPANY may from time to time make available to FRANCHISEE, or to enable FRANCHISEE's compliance with procedures established by SHOPPE COMPANY from time to time consistent with FRANCHISEE's obligations under this AGREEMENT or the System Standards.

Except in the case of a NOTICE, FRANCHISEE hereby consents to receiving any communication or information contemplated by AGREEMENT in any manner contemplated by this Section 11.25, which communication or information shall be deemed communicated upon sending electronically to the email address designated by FRANCHISEE for such purpose, or upon posting on any web site or other on-line medium maintained by SHOPPE COMPANY for such purpose.

11.27. **Prompt Payment of Obligations.**

FRANCHISEE acknowledges that FRANCHISEE's payment practices can impact the willingness of third parties to do business with, and extend credit to, other SYSTEM franchisees; the good will associated with the MARKS; and FRANCHISEE's ability to operate the SHOP in accordance with the SYSTEM STANDARDS. Therefore FRANCHISEE shall timely pay all obligations and liabilities due and payable to vendors, suppliers, distributors, the LANDLORD, and other parties to whom FRANCHISEE incurs obligations in connection with the FRANCHISE.

11.28. **Significant Event Notifications.**

FRANCHISEE will keep SHOPPE COMPANY informed of any fact, matter or circumstance that has a significant bearing on FRANCHISEE's ability to continue to operate the SHOP in accordance with this AGREEMENT and the SYSTEM STANDARDS. Without limiting the preceding requirement, FRANCHISEE shall promptly, and in no event more than 7 days after FRANCHISEE becomes aware of any of the following situations related to the SHOP, provide NOTICE to SHOPPE COMPANY of the circumstances, and provide SHOPPE COMPANY with copies of pertinent documents, and any other information SHOPPE COMPANY requires:

(a) Any notice of default received with respect to the SHOP PREMISES from the LANDLORD, a rental agent, mortgagee, or lender.

(b) Any claims, lawsuits, or other legal proceedings, asserted or brought by any consumer, employee, governmental agency, or anyone else.

(c) Any governmental inspections, notices, claims, reports, warnings, or citations.

(d) Any fires, robberies, injuries, or similar events occurring on or at the SHOP PREMISES.

(e) Any other matters, including those not related to the SHOP, that could impair the good will associated with the Marks or the System.

Article 12. BOOKS AND RECORDS; ACCOUNTING AND AUDITS

12.1. **Accounting Procedures.**

In order to prevent dilution, infringement or misrepresentation of the MARKS, and to facilitate the full and faithful performance of all the terms and conditions of this AGREEMENT, FRANCHISEE shall keep full and complete records of the conduct of the business at the SHOP, including accurate and complete books, records and accounts in accordance with generally accepted accounting principles, and if SHOPPE COMPANY requires, in the form and manner prescribed by SHOPPE COMPANY from time to time in the SHOP OPERATIONS MANUAL or otherwise. Without limiting the scope of this Section, FRANCHISEE's cash register receipts, daily sales logs, profit and loss statements, balance sheets, bank deposit records, bank statements, sales tax records, income tax records pertaining to the business conducted hereunder, the financial documents FRANCHISEE is required to be submitted under this AGREEMENT, and the POS INFORMATION described in Section 11.20.1 shall be deemed a part of FRANCHISEE's books, records and accounts (collectively the "SHOP FINANCIAL RECORDS").

12.2. **Record Retention.**

FRANCHISEE shall retain the SHOP FINANCIAL RECORDS for a period of not less than three years from the date of preparation. This obligation shall continue past expiration or any earlier termination, or transfer, of this AGREEMENT.

12.3. **Chart of Accounts.**

If required by SHOPPE COMPANY, then FRANCHISEE shall use a standard chart of accounts in a format specified by SHOPPE COMPANY. To the extent required by SHOPPE COMPANY, information provided to SHOPPE COMPANY by FRANCHISEE under this AGREEMENT will conform to the chart of accounts required by this Section 12.3.

12.4. **Annual Reporting; Reporting Upon Termination.**

In addition to any other reports required under this AGREEMENT, FRANCHISEE shall, within ninety days following the end of its fiscal year, and within ninety days following the expiration or earlier termination of this AGREEMENT, provide SHOPPE COMPANY with a report of all sales during that fiscal year, and a profit and loss statement in the form reasonably acceptable to SHOPPE COMPANY, which FRANCHISEE shall certify as being true and correct, and which shall be prepared in accordance with generally accepted accounting principles.

12.5. **Inspections and Audits by SHOPPE COMPANY.**

Five days after NOTICE to FRANCHISEE, SHOPPE COMPANY or its representatives shall be entitled to examine the SHOP FINANCIAL RECORDS at the SHOP during business hours and to make copies and extracts of all or any portion of the SHOP FINANCIAL RECORDS that SHOPPE COMPANY in its sole discretion deems necessary or appropriate from time to time. If any portion of the SHOP FINANCIAL RECORDS are maintained in an electronic medium, then FRANCHISEE shall cooperate with SHOPPE COMPANY or its representative by extracting, printing, or otherwise providing access to the electronically maintained SHOP FINANCIAL RECORDS, in the manner SHOPPE COMPANY requests.

12.6. **Failure to Permit Inspection or Audits.**

If FRANCHISEE fails to permit an inspection in accordance with Section 12.5, then FRANCHISEE shall pay any and all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by SHOPPE COMPANY to enforce the provisions of Section 12.5, and the cost of examining the SHOP FINANCIAL RECORDS. This remedy is in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT, and this remedy will survive the termination of this AGREEMENT on account of a breach of Section 12.5, or for any other reason.

12.7. **Audit Determination of Understated GROSS SALES.**

If at any time an audit or inspection results in a determination that FRANCHISEE has understated its GROSS SALES, then FRANCHISEE shall within ten days of demand pay the amount due and owing to SHOPPE COMPANY, with interest due pursuant to the terms of this AGREEMENT. If the amount of any understatement exceeds two percent of FRANCHISEE's GROSS SALES, then in addition to the foregoing FRANCHISEE shall also pay the costs associated with the audit or inspection, including without limitation, professional fees, travel expenses, and meals and lodging expenses, and shall for a period of two

years thereafter pay such expenses in connection with as many additional audits or inspections as SHOPPE COMPANY may reasonably deem necessary to determine continued compliance with the reporting requirements of this AGREEMENT. This remedy is in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT.

Article 13. PROPRIETARY SYSTEM AND MARKS

13.1. Right to License MARKS.

SHOPPE COMPANY warrants that, subject to the limitations set forth in this AGREEMENT, SHOPPE COMPANY has the right to grant FRANCHISEE the FRANCHISE to use the SYSTEM and MARKS in connection with the SHOP.

13.2. Non-Exclusive License.

FRANCHISEE shall have only a non-exclusive limited right to use the SYSTEM and the MARKS designated periodically in the SHOP OPERATIONS MANUAL, or otherwise communicated by SHOPPE COMPANY. Any and all other rights in, and to the SYSTEM and MARKS are reserved by, and for the benefit of, SHOPPE COMPANY, its affiliates, and the owner of the MARKS.

13.3. Good Will Associated with the SYSTEM and MARKS.

FRANCHISEE acknowledges and agrees that it shall not acquire any ownership or other interest in and to the good will associated with the SYSTEM and MARKS, and any enhancement to the good will associated with the SYSTEM and MARKS resulting from the actions of FRANCHISEE shall be deemed the property of, and is hereby assigned to SHOPPE COMPANY, its affiliates, or the owner of the MARKS, as determined by SHOPPE COMPANY consistent with any licensing arrangements that now or in the future exist with respect to the SYSTEM and MARKS.

13.4. Use of SYSTEM and MARKS.

Except to the extent specifically permitted by SHOPPE COMPANY in writing, FRANCHISEE shall not use the SYSTEM or the MARKS (or any simulation of either), directly or indirectly, at any location other than at the SHOP. Except to the extent permitted by Article 18, any preparation, sale, distribution or dealings in ice cream, directly or indirectly, by FRANCHISEE or its officers, directors, employees, agents, partners, joint ventures or designees during the TERM at a place other than the SHOP shall constitute and be irrefutably deemed to be a wrongful use, exploitation and disclosure of the SYSTEM.

13.5. SHOPPE COMPANY Approval of Marketing Materials and Offers.

FRANCHISEE shall only use and display the point of sale materials, advertisements, and other marketing materials in accordance with the SYSTEM STANDARDS as set forth in the SHOP OPERATIONS MANUAL, or otherwise communicated to FRANCHISEE from time to time. If SHOPPE COMPANY permits FRANCHISEE to produce, directly or indirectly, any marketing materials, then FRANCHISEE shall not use any item of those marketing materials unless and until it is approved by SHOPPE COMPANY in accordance with procedures established by SHOPPE COMPANY for that purpose. SHOPPE COMPANY's approval of FRANCHISEE's marketing materials will not be a determination that they comply with all applicable laws; FRANCHISEE is at all time responsible for determining whether marketing materials produced by FRANCHISEE, as well as those produced or customized by SHOPPE COMPANY for FRANCHISEE, comply with applicable laws, including but not limited to local dairy laws.

13.6. **FRANCHISEE Website.**

FRANCHISEE shall not directly or indirectly establish or maintain a website related to the SHOP, unless the content of the website, including the content of any revisions made from time to time, has been approved by SHOPPE COMPANY, in accordance with the procedures established by SHOPPE COMPANY. Among other requirements, SHOPPE COMPANY shall have an absolute right to require that any website related to the SHOP clearly identify the content as being specific to the SHOP; clearly identify the nature of the relationship of the parties, consistent with the requirements of Section 21.2; contain links to any official websites maintained in connection with HÄAGEN-DAZS® PRODUCTS and HÄAGEN-DAZS® SHOP; properly use and identify the ownership of the MARKS; and contain such other content as SHOPPE COMPANY deems appropriate. If SHOPPE COMPANY arranges for the hosting of websites related to HÄAGEN-DAZS® SHOPs, then SHOPPE COMPANY may require that FRANCHISEE's website related to the SHOP be hosted on the server designated by SHOPPE COMPANY. If SHOPPE COMPANY establishes a template for websites related to HÄAGEN-DAZS® SHOPs, then SHOPPE COMPANY may require that FRANCHISEE's website conform to the template. Under no circumstances may FRANCHISEE establish a domain name that incorporates any of the MARKS, any simulation of the MARKS, or any words confusingly similar to the MARKS. FRANCHISEE acknowledges that this AGREEMENT does not grant FRANCHISEE any right to engage in Internet sales or any form of e-commerce.

13.7. **Use of MARKS as Part of Trade Name.**

FRANCHISEE will not use any of the MARKS, a derivative of the MARKS, or anything confusingly similar to any of the MARKS, when adopting a corporate, partnership, or trade name. If required or permitted by the laws of the jurisdiction in which the SHOP is located, FRANCHISEE shall file an assumed name certificate to notify the public that FRANCHISEE is an independent business owner operating the SHOP under a license granted by SHOPPE COMPANY.

Article 14. TRANSFER OF INTEREST

14.1. **"TRANSFER" by FRANCHISEE defined.**

For purposes of this AGREEMENT, a "TRANSFER" by FRANCHISEE is any change in ownership or control of FRANCHISEE's interest in:

(a) this AGREEMENT;

(b) the SHOP;

(c) the business conducted under this AGREEMENT;

(d) any assets of the business conducted under this AGREEMENT (except sales of menu and promotional items in the ordinary course of business); or

(e) if FRANCHISEE is an entity other than a natural person, unless publicly traded, then any change in the ownership or control of FRANCHISEE;

in any of the foregoing instances whether in whole or in part, by any means or device, directly or indirectly, including by pledge, delegation, will or management agreement, voluntarily, involuntarily or by operation of law.

14.2. **SHOPPE COMPANY's Right of First Refusal.**

If FRANCHISEE proposes to make a TRANSFER in response to a bona fide offer from a third party, then FRANCHISEE shall first offer SHOPPE COMPANY the opportunity to acquire the interest that FRANCHISEE proposes to TRANSFER, on terms identical to those proposed by the third party. The offer shall be made by NOTICE to SHOPPE COMPANY, and shall include a copy of a written document embodying the complete terms of the third-party offer that FRANCHISEE desires to accept, signed by both FRANCHISEE and the third-party. SHOPPE COMPANY shall have 30 days from receipt of the NOTICE to exercise its right of first refusal. If SHOPPE COMPANY exercises its right of first refusal, then FRANCHISEE shall TRANSFER the subject interest to SHOPPE COMPANY on terms identical to those proposed by the third-party, provided however that SHOPPE COMPANY shall have a right to pay the cash-equivalent of any non-monetary consideration offered by the third-party, and shall also have the right to require the use of the standard form of documents customarily used to effectuate the type of TRANSFER contemplated, complete with those warranties and representations customarily made. If SHOPPE COMPANY does not exercise its right of first refusal, then FRANCHISEE may complete the proposed TRANSFER to the third-party, on the terms presented to SHOPPE COMPANY, subject to the conditions for a TRANSFER described under 14.3.

14.3. **Voluntary TRANSFER by FRANCHISEE.**

FRANCHISEE may voluntarily TRANSFER an interest in this AGREEMENT and the FRANCHISE only in accordance with the following provisions, provided however that under no circumstances will FRANCHISEE have a right to effect a TRANSFER before the SHOP has commenced operations.

14.3.1. **FRANCHISEE to Refurbish SHOP Before TRANSFER.**

FRANCHISEE shall complete, at its own expense, such reasonable refurbishing, modernization, repair or renovation of the SHOP facility, fixtures, furnishings, equipment, signage or grounds as SHOPPE COMPANY may designate to bring the SHOP into reasonable conformity to SHOPPE COMPANY's then existing requirements.

14.3.2. **Satisfaction of Obligations Before TRANSFER.**

All outstanding obligations owed by FRANCHISEE with respect to the SHOP and the business operated under this AGREEMENT shall be paid in full before the TRANSFER. FRANCHISEE acknowledges that SHOPPE COMPANY, its affiliates, and approved suppliers in accordance with their own credit policies, may, after notice of an intended TRANSFER, require FRANCHISEE to pay for any additional items purchased by FRANCHISEE prior to the TRANSFER in advance, or at time of delivery.

14.3.3. **FRANCHISEE Must Execute TRANSFER Documents.**

FRANCHISEE shall be required to execute TRANSFER documents in the form required by SHOPPE COMPANY, which will among other things include (a) a general release in favor of SHOPPE COMPANY, provided however that FRANCHISEE will not be compelled to release any claims or rights to the extent such release would be prohibited by applicable franchise law; (b) a representation by FRANCHISEE that FRANCHISEE has provided the proposed transferee with the SHOP FINANCIAL RECORDS; (c) an acknowledgement by the proposed transferee that SHOPPE COMPANY has not been a party to the transfer; and (d) an indemnity obligation whereby

FRANCHISEE will indemnify SHOPPE COMPANY from and against any claims alleging misconduct by FRANCHISEE in connection with the TRANSFER.

14.3.4. **SHOPPE COMPANY May Provide Information.**

FRANCHISEE acknowledges and agrees that SHOPPE COMPANY may, but shall have no obligation to, provide a prospective transferee with copies of any of the SHOP FINANCIAL RECORDS and any other documents submitted to SHOPPE COMPANY by FRANCHISEE, and any other information possessed by SHOPPE COMPANY that may be relevant to the prospective transferee's assessment of the FRANCHISE or SHOP. SHOPPE COMPANY shall have no obligations or liability to FRANCHISEE or a prospective transferee if SHOPPE COMPANY in good faith provides information to a prospective transferee that turns out to be inaccurate or incorrect.

14.3.5. **FRANCHISEE Must Pay Transfer Fee.**

FRANCHISEE shall pay SHOPPE COMPANY a $7,500 transfer fee (the "TRANSFER FEE"), to cover the costs incurred by SHOPPE COMPANY in connection with the proposed TRANSFER, including the preparation of documents, out-of-pocket expenses including obtaining credit reports, long distance telephone calls, administrative costs, the time of its officers and employees, and the costs of training the transferee's DESIGNATED SHOP MANAGER and up to one other person designated by the transferee, each of whom must be acceptable to SHOPPE COMPANY. The TRANSFER FEE shall be paid at FRANCHISEE's initiation of the TRANSFER process, which, unless otherwise determined by SHOPPE COMPANY, will be at the same time that FRANCHISEE provides SHOPPE COMPANY with the information required by Section 14.2 to enable SHOPPE COMPANY to determine whether to exercise its right of first refusal. The TRANSFER FEE shall be deemed fully-earned by SHOPPE COMPANY upon receipt, or FRANCHISEE's initiation of the TRANSFER process, whichever is earlier, and is non-refundable except to the limited extent described below:

(a) SHOPPE COMPANY will refund the entire TRANSFER FEE, if SHOPPE COMPANY exercises its right of first refusal under Section 14.2.

(b) SHOPPE COMPANY will refund all but $2,500 of the TRANSFER FEE, which amount SHOPPE COMPANY shall have an absolute right to retain, if SHOPPE COMPANY, before the commencement of the training contemplated by this Section, determines not to consent to the proposed Transfer.

(c) SHOPPE COMPANY will refund all but $2,500 of the TRANSFER FEE, which amount SHOPPE COMPANY shall have an absolute right to retain, if FRANCHISEE prior to the commencement of the training contemplated by this Section, notifies SHOPPE COMPANY, in writing, that the proposed Transfer will not be completed.

14.3.6. **Transferee Must Be Qualified to Operate SHOP.**

The proposed transferee shall be personally and financially qualified to operate the SHOP, and shall meet all of then-current qualification criteria for new SYSTEM franchisees, in the sole and exclusive judgment of SHOPPE COMPANY.

14.3.7. **Transferee Must Successfully Complete Training.**

The proposed transferee shall have, in the sole and exclusive judgment of SHOPPE COMPANY, successfully completed training required by SHOPPE COMPANY, so that the transferee, immediately upon completion of the contemplated TRANSFER, would be able to operate the SHOP in accordance with the SYSTEM STANDARDS, which, among other things, will require the proposed transferee to comply with the best effort requirements under Section 11.4, and appoint a DESIGNATED SHOP MANAGER under Section 11.2.

14.3.8. **Transferee Must Be Able To Assume LEASE.**

FRANCHISEE shall provide documentation establishing that the LANDLORD will permit FRANCHISEE to assign the LEASE to the proposed transferee, or is willing to enter into a replacement lease, on terms acceptable to SHOPPE COMPANY, in accordance with Section 17.8.

14.3.9. **Transferee Must Sign Current Franchise Agreement.**

If required by SHOPPE COMPANY, then the proposed transferee shall enter into a franchise agreement and ancillary documents, in the form then being issued to new SYSTEM franchisees, for the remainder of the TERM, and FRANCHISEE and the transferee shall enter into all other documents required by SHOPPE COMPANY to effect the TRANSFER.

14.4. **TRANSFER Upon Death or Mental Incompetence of FRANCHISEE.**

If FRANCHISEE is a natural person, then FRANCHISEE may provide for the TRANSFER of this AGREEMENT to take effect upon FRANCHISEE's death, or declared mental incompetence. Any TRANSFER upon FRANCHISEE's death or declared mental incompetence, irrespective of whether provided for in advance by FRANCHISEE, shall be subject to the conditions of TRANSFER under Section 14.3, except as described below.

14.4.1. **TRANSFER to Other FRANCHISEE or Immediate Family.**

If the TRANSFER is to another natural person who is already a FRANCHISEE under this AGREEMENT, or a member of the transferring FRANCHISEE's immediate family, then SHOPPE COMPANY will not require, as a condition of consenting to the TRANSFER:

(a) that the SHOP first be refurbished under Section 14.3.1;

(b) that all outstanding obligations first be paid, as required by Section 14.3.2, if the transferee, in writing, agrees to assume all outstanding obligations related to the Franchise; or

(c) that the transfer fee be paid under Section 14.3.5.

14.4.2. **Continued Operations Pending Training.**

SHOPPE COMPANY shall have an absolute right to require the SHOP to be closed until SHOPPE COMPANY is satisfied, in its sole and absolute judgment, that, pending and after the TRANSFER, the SHOP will be operated in full compliance with the SYSTEM STANDARDS and the other requirements of this AGREEMENT. However, SHOPPE COMPANY may permit the SHOP to remain open under the following conditions:

(a) the transferee immediately demonstrates to SHOPPE COMPANY that transferee satisfies the qualification requirements described in Section 14.3.6; and

(b) the transferee already satisfies the training and other requirements described in Section 14.3.7; or

in the sole judgment of SHOPPE COMPANY, the transferee has formulated an appropriate and reasonably executable plan to continue the operation of the SHOP in accordance with the SYSTEM STANDARDS and the other requirements of this AGREEMENT until the requirement of Section 14.3.7 has been satisfied; and the transferee satisfies the training requirements described in Section 14.3.7 by causing the transferee's DESIGNATED SHOP MANAGER to successfully complete the first available training session offered by SHOPPE COMPANY.

14.4.3. **Documentation of Ownership.**

If requested by SHOPPE COMPANY, then:

(a) the transferee shall provide a court order or decree establishing that the transferee has received an interest in the Franchise by operation of law;

(b) the transferee shall sign a document agreeing to be bound by the terms and conditions of this AGREEMENT, and assuming the rights, liabilities and obligations of the FRANCHISEE, under this AGREEMENT, to SHOPPE COMPANY, and to SHOPPE COMPANY's affiliates, and the designated supplier of HÄAGEN-DAZS® PRODUCTS.

14.5. **Pledge of AGREEMENT or FRANCHISE Prohibited.**

Neither this AGREEMENT nor the FRANCHISE may be used as collateral or be the subject of a security interest, lien, levy, attachment or execution by FRANCHISEE's creditors or any financial institution.

14.6. **Assignment by SHOPPE COMPANY.**

SHOPPE COMPANY may assign this AGREEMENT, without the consent of FRANCHISEE, to a person or entity that will be required to fully perform all of the obligations of SHOPPE COMPANY under this AGREEMENT. SHOPPE COMPANY will, within a reasonable time after any assignment under this Section 14.6, provide NOTICE of the assignment to FRANCHISEE.

14.7. **Parties Affected.**

This AGREEMENT shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto; provided however that any TRANSFER by FRANCHISEE shall be subject to SHOPPE COMPANY's consent under this Article 14.

Article 15. DEFAULT AND TERMINATION

15.1. **Termination by SHOPPE COMPANY.**

Except as provided in Sections 5.2.4 and 7.3, and Section 4.4 of EXHIBIT A each of which contemplates cancellation or termination of this AGREEMENT before the TERM, SHOPPE COMPANY may terminate the AGREEMENT only in accordance with the following provisions.

15.1.1. **NOTICE of Default and Opportunity to Cure.**

Except for those defaults that, pursuant to Section 15.1.2.4, cannot be cured, before terminating this AGREEMENT SHOPPE COMPANY shall provide FRANCHISEE with a NOTICE of default. FRANCHISEE shall have a reasonable opportunity to cure the default to the reasonable satisfaction of SHOPPE COMPANY. Unless applicable law requires a longer cure period, the cure must be accomplished within the time periods specified under Section 15.1.2, which FRANCHISEE agrees are reasonable.

15.1.2. **Good Cause for Termination.**

SHOPPE COMPANY may only terminate this AGREEMENT for good cause. Good cause for termination includes the existence of any of the following described circumstances.

15.1.2.1. **Defaults Not Cured Within 24 Hours.**

The following defaults are material, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT, unless cured within 24 hours of a NOTICE of default given in accordance with Section 15.1.1:

(a) The offering of any product or service not permitted to be sold from the SHOP, the use of any ingredient, supply, formula or recipe not approved by SHOPPE COMPANY, or any other failure to adhere to the requirements of Section 11.6, including, without limitation, those pertaining to the storage, handling, merchandising and sale of products from the SHOP, unless covered more specifically elsewhere in this Article 15.

(b) The use of, or possession within the SHOP of, any product, ingredient, or supply obtained from a source not designated or approved by SHOPPE COMPANY or otherwise permitted under Section 11.7.

(c) Any failure to comply with the Section 11.9 resulting in a threat to any person's health or safety, provided however that if any unsafe or unsanitary condition cannot reasonably be cured within 24 hours, then SHOPPE COMPANY will, upon written request, grant FRANCHISEE a reasonable period of time, which shall in no event be more than 7 days, to complete the cure, if and only if FRANCHISEE immediately suspended operation of the SHOP in accordance with Section 11.10.

(d) Any use of the MARKS or SYSTEM, claim of right to the MARKS or SYSTEM, or simulation of the MARKS or SYSTEM not permitted by Article 13.

(e) Any act or practice by FRANCHISEE that impairs or imminently threatens to impair the goodwill associated with the MARKS or the SYSTEM.

15.1.2.2. **Defaults Not Cured Within 7 Days.**

The following defaults are material, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT, unless cured within 7 days of a NOTICE of default given in accordance with Section 15.1.1:

(a) A failure to timely and accurately report GROSS SALES in accordance with Section 9.4.

(b) A failure to timely pay, or timely prepay, the ROYALTY due under Section 9.6.

(c) failure to timely pay the GENERAL MARKETING CONTRIBUTION due under Section 9.7.

(d) A failure to timely pay the LOCAL MARKETING CONTRIBUTION due under Section 9.8.

(e) A failure to take those steps required by SHOPPE COMPANY to initially enable, or thereafter continuously enable, SHOPPE COMPANY and its affiliates to deduct amounts that become payable to SHOPPE COMPANY or its affiliates using the EFT process contemplated by Section 9.9.

(f) A failure to adhere to the requirements of Section 11.5, concerning FRANCHISEE's employees.

(g) A failure to maintain an adequate inventory of food and drink products and other supplies adequate to satisfy customer demand, other than on account of circumstances beyond FRANCHISEE's reasonable control; or the failure to offer any product or service required to be offered under Section 11.6.

(h) A failure to comply with the reporting requirements of Section 11.17, or the projection requirements of Section 11.18.

(i) A failure to keep the SHOP open for business during the hours required under Section 11.19.

(j) A failure to install, maintain, or upgrade all or any part of the POS SYSTEM, or to use the POS SYSTEM for any purpose contemplated by Section 11.20, or continually comply with any of the requirements under Section 11.20 with respect to reporting or enabling SHOPPE COMPANY to obtain the POS INFORMATION.

(k) The failure to, in accordance with Section 11.23: (a) promptly and timely sign up for and commence participation in any REMOTE SALES PROGRAM; (b) properly participate in any REMOTE SALES PROGRAM; or (c) temporarily or permanently discontinue participation in any REMOTE SALES PROGRAM as directed by SHOPPE COMPANY.

(l) The failure to promptly and timely pay for the HÄAGEN-DAZS® PRODUCTS and other supplies, products, items, equipment, and other

obligations incurred in connection with the FRANCHISE, as required by Section 11.26.

(m) A failure to maintain, and retain, the SHOP FINANCIAL RECORDS in the manner required under Article 12, or to timely submit an annual report required under Section 12.4, or to pay SHOPPE COMPANY any amounts owed based on, or in connection with an audit, under Section 12.7, except in the case of particular defaults described elsewhere under this Article 15.

(n) A failure to comply with the requirements of Section 13.6, with respect to the establishing or maintaining of a website related to the SHOP.

(o) A failure to comply with the terms and conditions of the LEASE under Section 17.1.

(p) A failure to maintain and/or furnish proof of insurance coverage required by Article 19.

(q) The failure to disclose the nature of the relationship between the parties as required by Section 21.2.

15.1.2.3. **Defaults Not Cured Within 30 Days.**

The following defaults are material, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT, unless cured within 30 days of a NOTICE of default given in accordance with Section 15.1.1:

(a) A failure to operate the SHOP in substantial compliance with the SYSTEM STANDARDS, or in substantial compliance with the SHOP OPERATIONS MANUAL pursuant to Section 11.1, whether determined by a below-passing inspection score or otherwise, even if each deficiency, viewed separately, would not by itself be material.

(b) A failure to maintain a DESIGNATED SHOP MANAGER in control of the day to day operations of the SHOP in accordance with Section 11.2, or the failure of the DESIGNATED SHOP MANAGER to devote attention to the management of the SHOP to the extent required by Section 11.4.

(c) A failure to satisfy or continue to satisfy any of the training requirements set forth under Section 11.3.

(d) Any failure to participate in marketing programs in accordance with Section 11.8.

(e) A failure to keep the SHOP in the condition required by Section 11.14, or to timely remodel the SHOP if required to do so under Section 11.15, or make any upgrade if required to do so under Section 11.16.

(f) The failure, following a TRANSFER upon death or mental incompetence, to satisfy the qualifications and meet the requirements under Section 14.4.

(g) The failure to initially construct the SHOP in accordance with Section 2.2 of EXHIBIT B.

(h) The failure to timely remodel the SHOP in accordance with Section 3.2 and EXHIBIT B, if this AGREEMENT grants a **Successive Term Franchise**.

(i) Any other breach of this AGREEMENT not specifically identified in this Article 15.

15.1.2.4. **Defaults that Cannot be Cured.**

FRANCHISEE shall have no right to cure the following defaults, which are material, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT.

(a) Commencing operation of the SHOP (I) before SHOPPE COMPANY determines, pursuant to Section 3.2, that the SHOP as constructed reasonably conforms to the plans and specifications approved by SHOPPE COMPANY, and/or (ii) before the initial DESIGNATED SHOP MANAGER has completed training in accordance with Section 11.3.1.

(b) The submission of any report of GROSS SALES, which FRANCHISEE knows, or has reason to know, inaccurately represents, or omits, GROSS SALES, ROYALTY amounts or LOCAL MARKETING CONTRIBUTION amounts, or any other information required to be reported under Sections 9.4 ,9.6(a) and 9.8.1.

(c) Any use or disclosure of the SHOP OPERATIONS MANUAL not permitted by Section 10.2, or of confidential information not permitted by 10.4.

(d) A failure of the DESIGNATED SHOP MANAGER to attend training required by SHOPPE COMPANY under Section 11.3.4.

(e) A failure to permit any SHOP inspection in accordance with Section 11.11.

(f) A failure to permit access to the SHOP PREMISES by SHOPPE COMPANY or third-parties designated by SHOPPE COMPANY in connection with any remedial efforts undertaken by SHOPPE COMPANY under Section 11.12.

(g) A failure to permit an audit or inspection of the SHOP FINANCIAL RECORDS in accordance with Article 12, or the intentional preparation or keeping of knowingly false SHOP FINANCIAL RECORDS.

(h) Any TRANSFER or attempted TRANSFER without obtaining SHOPPE COMPANY's consent under Article 14.

(i) Any violation of the covenants against competition contained in Section 18.1.

15.1.2.5. **Other Good Causes for Termination.**

The existence of any of the following circumstances shall constitute material defaults under this AGREEMENT, which FRANCHISEE shall have no right to cure, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT.

15.1.2.5.1 **Repetitive or Continuous Breach.**

A failure of FRANCHISEE to, 3 times in any 12 month period: (a) comply with the same provision of this AGREEMENT; or (b) comply with the same requirement of the SHOP OPERATIONS MANUAL; or (c) comply with the same aspect of the SYSTEM STANDARDS; or (d) substantially comply with the SYSTEM STANDARDS or the SHOP OPERATIONS MANUAL shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT, so long as each successive failure is documented to have existed after the running of any cure period applicable to the prior compliance failure. The provisions of this Section shall apply without regard to whether each failure was timely cured, resulted in a NOTICE of default being given under Section 15.1.1, or whether any particular failure, by itself, was material.

15.1.2.5.2 **Termination of Another Franchise Agreement.**

Any breach by FRANCHISEE of any other HÄAGEN-DAZS® SHOP franchise agreement resulting in its termination by SHOPPE COMPANY shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT.

15.1.2.5.3 **FRANCHISEE's Insolvency.**

Except to the extent inconsistent with applicable law, FRANCHISEE's bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or other financial disability shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT.

15.1.2.5.4 **FRANCHISEE's Abandonment of the Shop.**

FRANCHISEE's abandonment of this AGREEMENT, the FRANCHISE, or the SHOP, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY. Abandonment will be presumed if FRANCHISEE, without first obtaining written consent from SHOPPE COMPANY, fails to operate the SHOP during normal business hours for 3 consecutive business days, as required under Section 11.19.

15.1.2.5.5 **Destruction of the SHOP PREMISES.**

If the SHOP PREMISES are destroyed or substantially damaged, by fire, flood, or other natural disaster, or other circumstances beyond the reasonable control of FRANCHISEE, then FRANCHISEE shall have 30 days from the event of destruction or substantial damage to provide SHOPPE COMPANY with a written plan of action, which among other things, must contemplate reopening the SHOP at the SHOP PREMISES within 120 days from the event of destruction or substantial damage. FRANCHISEE's failure to timely submit a written plan of

action, or failure to timely reopen the SHOP at the SHOP PREMISES, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY. Notwithstanding the preceding sentence, SHOPPE COMPANY will in good faith extend the time for reopening the SHOP at the SHOP PREMISES if FRANCHISEE has made significant progress toward the rebuilding of the SHOP, and FRANCHISEE's failure to timely reopen the SHOP is due to circumstances beyond the reasonable control of FRANCHISEE.

15.1.2.5.6 **Criminal Acts.**

Conviction of FRANCHISEE (or a principal officer or director of FRANCHISEE if FRANCHISEE is a corporation), or plea of guilty or no contest, to any charge or violation of any law relating to the conduct of the business operated hereunder, or of any felony, fraud, crime involving moral turpitude, or any other crime or offense that SHOPPE COMPANY reasonably believes is related to FRANCHISEE's operation of the SHOP, is likely to have an adverse effect on the MARKS or the SYSTEM, or the goodwill associated therewith, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY.

15.1.2.5.7 **Adulteration or Palming-Off of Products.**

Any instance of adulteration of products at the SHOP, or the misrepresentation or substitution or palming off of non-Häagen-Dazs products as HÄAGEN-DAZS® PRODUCTS, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY.

15.1.2.5.8 **Unauthorized Transactions.**

Any resale or other conveyance by FRANCHISEE of HÄAGEN-DAZS® PRODUCTS in bulk form with the expectation that such HÄAGEN-DAZS® PRODUCTS will be resold, or any sale or other conveyance by FRANCHISEE of items prepared at the SHOP with the expectation that such items would be made available for retail purchase away from the SHOP, except to the extent specifically authorized by SHOPPE COMPANY in writing, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY.

15.1.3. **Cure Periods Not Implied Consent to Continue or Repeat Violations.**

FRANCHISEE acknowledges and agrees that the cure periods specified by this Article 15 shall not be construed as permitting FRANCHISEE to continue or repeat any violations of the SYSTEM STANDARDS or this AGREEMENT during the cure period to the extent that more immediate corrective action is reasonably possible; and that SHOPPE COMPANY may treat each separate violation of the SYSTEM STANDARDS occurring during the cure period as additional and repetitive violations of the SYSTEMS STANDARDS.

15.1.4. **NOTICE of Termination; When Given.**

SHOPPE COMPANY may terminate this AGREEMENT, by giving NOTICE of termination to FRANCHISEE, either:

(a) upon FRANCHISEE's failure to timely cure any default;

(b) upon the existence of a non-curable default under Section 15.1.2.4; or

(c) upon the existence of circumstances permitting termination under Section 15.1.2.5.

15.1.5. **NOTICE of Termination; When Effective.**

Unless a longer period is required by applicable law, the NOTICE of termination shall be given at least 10 days before the effective date of termination, except that, if termination is on account of one of the following circumstances, then the termination may be effective immediately upon the giving of NOTICE of termination:

(a) FRANCHISEE's failure to timely cure, under Section 15.1.2.1(c), any failure to comply with the health and safety requirements of Section 11.9;

(b) FRANCHISEE's failure to timely cure, under Section 15.1.2.1(d), any act or practice that impairs or threatens to impair the goodwill associated with the MARKS;

(c) Any non-curable default under Section 15.1.2.4;

(d) An abandonment of under Section 15.1.2.5.4;

(e) Criminal acts under Section 15.1.2.5.6;

(f) Adulteration or palming-off of products under Section 15.1.2.5.7;

(g) Any unauthorized transaction under Section 15.1.2.5.8.

15.1.6. **SHOPPE COMPANY's Right to Damages Upon Termination.**

If SHOPPE COMPANY terminates this AGREEMENT under this Article 15, or FRANCHISEE terminates this AGREEMENT in a manner other than that permitted by Sections 15.2, 15.3 or 17.2.1, or EXHIBIT A, then, in addition to any other damages and remedies, SHOPPE COMPANY shall have a right to recover the future revenues that would have been realized by SHOPPE COMPANY, under this AGREEMENT, if FRANCHISEE had continued to operate the SHOP, in full compliance with the terms of this AGREEMENT, for the entire TERM. SHOPPE COMPANY's right to seek damages under this 15.1.6 shall not apply in the event of a termination of this AGREEMENT under Section 15.1.2.5.5 on account of the destruction of the SHOP PREMISES.

15.2. **Termination by FRANCHISEE.**

FRANCHISEE may terminate this AGREEMENT only upon SHOPPE COMPANY's failure to timely cure a material breach of a provision of this AGREEMENT, and only by complying with the provisions of this Section 15.2. Before terminating this AGREEMENT, FRANCHISEE must give SHOPPE COMPANY a NOTICE of default, specifying each of the facts claimed by FRANCHISEE to constitute a material breach of this AGREEMENT, and each provision of this AGREEMENT that FRANCHISEE contends SHOPPE COMPANY to have breached. SHOPPE COMPANY shall have 30 days to cure each material breach identified in the NOTICE of default. If SHOPPE COMPANY fails to timely cure any material breach of this AGREEMENT, then FRANCHISEE shall be entitled to terminate

this AGREEMENT by giving SHOPPE COMPANY NOTICE of termination at least 60 days before the effective termination date specified in the NOTICE of termination.

Article 16. OBLIGATIONS UPON EXPIRATION OR EARLIER TERMINATION

16.1. **Termination Consequences and Obligations on Expiration.**

Upon expiration or any earlier termination of this AGREEMENT, all rights licensed to FRANCHISEE, and FRANCHISEE's interest in this AGREEMENT, shall revert to SHOPPE COMPANY without further act or deed of any party, and FRANCHISEE shall at its expense comply with the following obligations.

16.1.1. **Cease Use of the MARKS.**

FRANCHISEE shall immediately cease all use of the MARKS and SYSTEM, and any materials containing or depicting the MARKS or SYSTEM, and any other name or commercial symbol confusingly similar to any of the MARKS.

16.1.2. **Cease All Sales of HÄAGEN-DAZS® PRODUCTS.**

FRANCHISEE shall cease the sale or distribution in any manner of HÄAGEN-DAZS® PRODUCTS. FRANCHISEE shall properly dispose of any HÄAGEN-DAZS® PRODUCTS remaining in its possession by destruction, donation, or other means not involving their sale.

16.1.3. **Assign Telephone Number to SHOPPE COMPANY.**

FRANCHISEE shall assign to SHOPPE COMPANY the telephone numbers used in the operation of the SHOP; SHOPPE COMPANY, as FRANCHISEE's agent, may, and is hereby authorized to, arrange with FRANCHISEE's telephone company to intercept calls to that number or numbers.

16.1.4. **Payment of All Obligations.**

FRANCHISEE shall pay all sums due or which become due to SHOPPE COMPANY and its affiliates, and all sums due to FRANCHISEE's business creditors and tax agencies.

16.1.5. **Relinquish All Confidential Materials.**

FRANCHISEE shall return to SHOPPE COMPANY, intact, the SHOP OPERATIONS MANUAL and all other documents furnished by SHOPPE COMPANY and all confidential or trade secret data, reports, and bulletins and immediately cease any use of all and any part of the SYSTEM.

16.1.6. **Return of Trade Items.**

FRANCHISEE shall upon termination or expiration of this AGREEMENT, return to SHOPPE COMPANY any items bearing the MARKS, and any items owned by SHOPPE COMPANY. This Section will not require FRANCHISEE to turn over any equipment bearing the MARKS, as long as:

(a) The item of equipment is not SHOPPE COMPANY's personal property;

(b) The item of equipment does not consist, in whole or in part, of any intellectual property owned by, or licensed to SHOPPE COMPANY;

(c) The MARKS are immediately removed from the item of equipment; and

(d) In the absence of the MARKS, there is nothing distinctive about the item of equipment that would be uniquely reflective of the SHOPPE COMPANY trade dress.

16.1.7. **Alter Appearance of SHOP.**

FRANCHISEE shall, unless SHOPPE COMPANY exercises its first refusal rights under Section 14.2, and/or its lease assignment rights under Article 17, immediately alter the appearance of the SHOP and the SHOP PREMISES clearly to eliminate any similarity in design, structure, signage, trade dress, decor, color or layout to the distinctive appearance of HÄAGEN-DAZS® SHOPs.

16.1.8. **Right of Entry.**

FRANCHISEE hereby grants SHOPPE COMPANY the right, in connection with the termination or expiration of this AGREEMENT, to at any time enter the SHOP PREMISES, and, at FRANCHISEE's expense, take all reasonable actions made necessary by a failure of FRANCHISEE to take the steps contemplated by this Article 16.

16.1.9. **Compliance with Post-Termination Covenants.**

FRANCHISEE shall comply with the provisions of Section 18.2.

16.2. **Other HÄAGEN-DAZS® SHOP Franchises Held by FRANCHISEE.**

Nothing in this Article 16 is intended to alter any rights and obligations of the parties pursuant to a separate HÄAGEN-DAZS® SHOP franchise agreement pertaining to FRANCHISEE's interest in another HÄAGEN-DAZS® SHOP.

Article 17. LEASE

17.1. **Interest of SHOPPE COMPANY in Continued Presence at the SHOP PREMISES.**

FRANCHISEE acknowledges that SHOPPE COMPANY has entered into this AGREEMENT in contemplation of, and has an interest in, the operation of the SHOP at the SHOP PREMISES for the entire TERM. To protect the interests of SHOPPE COMPANY, FRANCHISEE shall comply with the terms and conditions of the lease for the SHOP PREMISES (the "LEASE").

17.2. **LEASE Expiration Different Than FRANCHISE EXPIRATION DATE.**

Subject to SHOPPE COMPANY's right to consent to the terms of the LEASE under Section 17.8, FRANCHISEE may enter into extensions of the LEASE, or a new LEASE for the SHOP PREMISES, enabling FRANCHISEE to continue to occupy the SHOP PREMISES for the full TERM. FRANCHISEE acknowledges and agrees that FRANCHISEE is solely responsible for any liability incurred by FRANCHISEE as a result of having a LEASE that continues beyond the TERM.

17.2.1. **LEASE Expiration Before FRANCHISE EXPIRATION DATE.**

FRANCHISEE shall not be in breach of this AGREEMENT if, upon the natural expiration of the LEASE, FRANCHISEE discontinues the operation of the SHOP, as long as FRANCHISEE gives NOTICE to SHOPPE COMPANY at least 120 days before the LEASE expires, but not more than 180 days before the LEASE expires, that FRANCHISEE intends to discontinue the operation of the SHOP upon the expiration of the LEASE. Except as permitted by this Section 17.2.1, FRANCHISEE's failure to continue to operate the LEASE at the SHOP PREMISES for the entire TERM shall be a material breach of this AGREEMENT. FRANCHISEE's NOTICE under this Section 17.2.1 shall be irrevocable by FRANCHISEE, and FRANCHISEE acknowledges that after FRANCHISEE gives the NOTICE contemplated by this Section 17.2.1, SHOPPE COMPANY will have an absolute right to grant another person franchise rights for the SHOP PREMISES, or elsewhere, to take effect immediately following the expiration of the LEASE that, but for the termination of this AGREEMENT, would result in a territorial conflict with respect to the SHOP.

17.2.2. **No Right to Shorten LEASE Term.**

Nothing in this AGREEMENT shall be construed as permitting FRANCHISEE to shorten the term of the LEASE, except to the extent the term of the LEASE exceeds the TERM.

17.3. **Conditional Assignment.**

FRANCHISEE hereby assigns to SHOPPE COMPANY, all of FRANCHISEE's right, title and interest to the LEASE (whether held directly or indirectly by FRANCHISEE) and FRANCHISEE's right to occupy the SHOP PREMISES, provided however that this assignment shall become effective, at the option of SHOPPE COMPANY, only upon the happening of any of the following events:

(a) FRANCHISEE's fails or refuses to cure a default under the LEASE within 7 days of notice from the landlord of the SHOP PREMISES (the "LANDLORD") or Notice from SHOPPE COMPANY;

(b) This AGREEMENT has been terminated by SHOPPE COMPANY in accordance with the provisions of Section 15.1;

(c) FRANCHISEE, in contravention of Section 17.1, fails to extend or renew the LEASE for a period within the TERM (which failure shall also be deemed an abandonment of the FRANCHISE under Section 15.1.2.5.4); or

(d) FRANCHISEE shall have had an option to extend or renew the LEASE for a period beyond the TERM, but has either not been given the opportunity to continue its relationship with SHOPPE COMPANY with respect to the SHOP, or if given the opportunity to continue its relationship with SHOPPE COMPANY with respect to the SHOP, then declined or failed to timely comply with those conditions necessary for FRANCHISEE to accept such opportunity.

17.4. **Right of Entry.**

If SHOPPE COMPANY provides FRANCHISEE with NOTICE that SHOPPE COMPANY is exercising its LEASE assignment option under this Article 17, then FRANCHISEE shall, within 5 days from such NOTICE, or such later date as is specified by SHOPPE COMPANY, vacate the SHOP PREMISES in a manner calculated to minimize disruption to operation of the SHOP.

17.5. **Curing Defaults Under LEASE.**

Irrespective of whether SHOPPE COMPANY exercises its right under Section 17.3, SHOPPE COMPANY shall have the right, at its option, to cure any default of FRANCHISEE under the LEASE, and FRANCHISEE shall forthwith reimburse SHOPPE COMPANY for all payments made to the LANDLORD, and other costs and expenses incurred by SHOPPE COMPANY to effectuate such cure.

17.6. **Eviction Constitutes Abandonment of FRANCHISE.**

FRANCHISEE acknowledges that FRANCHISEE is solely responsible for complying with the terms and conditions of the LEASE, and that, therefore, if FRANCHISEE is evicted from the SHOP PREMISES, then FRANCHISEE shall be deemed to have voluntarily abandoned the FRANCHISE under Section 15.1.2.5.4.

17.7. **Effect of Failure to Exercise Option.**

FRANCHISEE acknowledges and agrees that many factors will influence SHOPPE COMPANY's decision whether to exercise its assignment option under Section 17.3, and that SHOPPE COMPANY election to not exercise its option shall in no way be construed as a failure by SHOPPE COMPANY to mitigate its damages flowing from FRANCHISEE abandonment of the FRANCHISE.

17.8. **LEASE Shall Be Acceptable To SHOPPE COMPANY.**

FRANCHISEE shall not enter into a LEASE before SHOPPE COMPANY designates the SHOP PREMISES. Furthermore, FRANCHISEE shall not enter into a LEASE unless and until SHOPPE COMPANY determines that the LEASE FRANCHISEE proposes to sign meets SHOPPE COMPANY's requirements.

17.8.1. **Specific Issues of Import to SHOPPE COMPANY.**

FRANCHISEE acknowledges and agrees that SHOPPE COMPANY may withhold its consent to the terms of the proposed LEASE, if SHOPPE COMPANY in its sole and absolute opinion, does not consider the LEASE to sufficiently protect SHOPPE COMPANY's interests, including with respect to the following issues that SHOPPE COMPANY considers important. The proposed LEASE:

(a) must require the LANDLORD to provide SHOPPE COMPANY with a copy of any notice of any default, notice of termination, and other extraordinary notice under the terms of the LEASE given by the LANDLORD;

(b) must contain a use clause that would reasonably allow FRANCHISEE to conduct the business contemplated by this AGREEMENT;

(c) may not grant the LANDLORD an unreasonable amount of control over the menu items that FRANCHISEE would be permitted to sell from the SHOP, or other rights that if exercised by the LANDLORD would require FRANCHISEE to operate in a manner inconsistent with the SYSTEM STANDARDS;

(d) must not be inconsistent with FRANCHISEE's obligation to construct, or remodel the SHOP to the extent contemplated by this AGREEMENT, in accordance with SHOPPE COMPANY's design and other requirements, as more particularly set forth on EXHIBIT B;

(e) must permit its assignment to SHOPPE COMPANY on those terms contemplated by this AGREEMENT;

(f) must grant SHOPPE COMPANY the right to enter the SHOP PREMISES in those instances contemplated by this AGREEMENT, for the purpose of protecting its interest under this AGREEMENT, and, in particular, taking those actions contemplated by Section 16.1.8 and 17.4; and

(g) must not contain any radius restriction or other restriction that seeks to bring SHOPPE COMPANY or other HÄAGEN-DAZS® SHOPs in which FRANCHISEE has no interest within its scope.

17.8.2. **SHOPPE COMPANY's Review Solely for SHOPPE COMPANY's Benefit.**

FRANCHISEE acknowledges that:

(a) SHOPPE COMPANY's review of FRANCHISEE's proposed LEASE shall be solely for SHOPPE COMPANY's benefit;

(b) FRANCHISEE may not rely on SHOPPE COMPANY's review as protecting FRANCHISEE's financial or other interests;

(c) SHOPPE COMPANY encourages FRANCHISEE to consult real estate, financial and legal professionals of FRANCHISEE's choice when evaluating the financial and other terms of the proposed LEASE;

(d) If SHOPPE COMPANY provides any assistance to FRANCHISEE in connection with the LEASE negotiation process, or identifies any consultants who are retained by FRANCHISEE to provide such assistance, then FRANCHISEE shall remain fully responsible for assessing whether the LEASE is reasonable, appropriate, and otherwise consistent with FRANCHISEE's financial or other interests, and FRANCHISEE shall under no circumstances have any recourse against SHOPPE COMPANY in connection with the LEASE;

(e) FRANCHISEE's rights under this AGREEMENT will not be modified by virtue of any terms in the proposed LEASE that would permit or require FRANCHISEE to operate the SHOP in a manner not contemplated by, or inconsistent with, this AGREEMENT or the SYSTEM STANDARDS.

17.8.3. **Permission to Discuss SHOP Operations with the LANDLORD.**

FRANCHISEE hereby grants SHOPPE COMPANY the right to discuss any aspects of the SHOP and SHOP PREMISES with the LANDLORD, including the financial and operational performance of the SHOP, and to share with the LANDLORD any of the SHOP FINANCIAL RECORDS. FRANCHISEE hereby authorizes the LANDLORD to provide SHOPPE COMPANY with any information concerning the SHOP and SHOP PREMISES as SHOPPE COMPANY may request, and agrees that SHOPPE COMPANY may provide the LANDLORD with a copy of this AGREEMENT, and further agrees that the LANDLORD may rely on this Section 17.8.3 as FRANCHISEE's irrevocable permission for the LANDLORD to share and discuss the matters contemplated by this Section 17.8.3.

Article 18. COVENANTS AGAINST COMPETITION

18.1. **During TERM.**

During the TERM, FRANCHISEE shall not own any interest in, lease property to, or otherwise work for, engage in or assist, directly or indirectly, any other restaurant or food service business that produces, distributes or sells, in whole or in part:

(a) hard-pack ice cream in cones and/or disposable dishes; or

(b) any frozen dessert products for immediate consumption, irrespective of the form or forms of those frozen dessert products, if those frozen dessert products account for more than 30% of the sales at or from that restaurant or food service businesses sales.

18.2. **Following Termination, Expiration, or TRANSFER.**

For two years after the TRANSFER, expiration or earlier termination of this AGREEMENT, FRANCHISEE shall not own any interest in or otherwise work for, engage in or assist, directly or indirectly, any business that produces, distributes or sells, in whole or in part:

(a) hard-pack ice cream in cones and/or disposable dishes, which is located within two miles of the SHOP PREMISES or any HÄAGEN-DAZS® SHOP then in existence, or then actively being developed, directly or indirectly, by SHOPPE COMPANY; or

(b) any frozen dessert products for immediate consumption, irrespective of the form or forms of those frozen dessert products, if those frozen dessert products account for more than 30% of the sales at or from that restaurant or food service businesses sales.

18.3. **Exception for Other HÄAGEN-DAZS® SHOPs.**

The provisions of this Article 18 do not apply to FRANCHISEE's ownership of another HÄAGEN-DAZS® SHOP.

18.4. **Survival of Covenant; Materiality.**

The provisions of this Article 18 shall survive expiration, termination, TRANSFER, abandonment or other cancellation of this AGREEMENT. FRANCHISEE agrees that the covenants contained in this Article 18 are reasonable, and understands that FRANCHISEE's agreement to the covenants contained in this Article 18 is an important inducement and consideration for SHOPPE COMPANY to enter into this AGREEMENT with FRANCHISEE.

18.5. **Interpretation.**

In any jurisdiction where a provision of this Article 18 is unenforceable as written, it shall be enforced to the greatest extent permitted by law, with respect to each duration, distance, and scope of business activities, with the provisions of this Article 18 serving as guidance as to the intent of FRANCHISEE and SHOPPE COMPANY.

18.6. **Binding Upon Corporate Officers and Directors.**

Except to the extent otherwise agreed upon in a written document signed by SHOPPE COMPANY, if FRANCHISEE is a corporation, limited partnership, or similar business entity, then the covenants

contained in this Article 18 shall bind the officers and directors, general partners, managing partners, or principals of such corporation, limited partnership, or similar business entity to the same extent as if each had personally signed this AGREEMENT as the FRANCHISEE, and FRANCHISEE warrants that it has the authority to bind such persons.

Article 19. INSURANCE

19.1. Liability Insurance.

At least 7 days before the SHOP is first opened for business, FRANCHISEE shall obtain, and during the TERM shall maintain, at FRANCHISEE's expense, Commercial General Liability Insurance, with Products/Completed Operations Insurance coverage, and Blanket Contractual Liability coverage, covering FRANCHISEE's business activities under this AGREEMENT, having minimum limits of $1,000,000/$1,000,000, with companies reasonably satisfactory to SHOPPE COMPANY.

19.2. SHOPPE COMPANY as Named Insured.

Each insurance policy that FRANCHISEE obtains under this AGREEMENT shall be issued in the name of FRANCHISEE, and shall name "The Häagen-Dazs Shoppe Company, Inc." as an additional insured, and if required by the terms of its LEASE, shall name the LANDLORD as an additional insured.

19.3. Proof of Insurance.

FRANCHISEE shall upon obtaining, renewing and reinstating each insurance policy required by this Article 19, and at any time upon SHOPPE COMPANY's request, provide SHOPPE COMPANY with a certificate of insurance that clearly identifies the SHOP PREMISES, and clearly shows that the coverage obtained by FRANCHISEE complies with the requirements of this Article 19.

19.4. Off-Site Sales.

This AGREEMENT does not permit FRANCHISEE to offer goods or services associated with the FRANCHISE or the MARKS away from the SHOP. If SHOPPE COMPANY authorizes FRANCHISEE to sell goods or services away from the SHOP, which are associated with the FRANCHISE or the MARKS, then FRANCHISEE shall ensure that the insurance policies required by this Article 19 cover FRANCHISEE's activities away from the SHOP.

19.5. Increases to Insurance Limits.

During the TERM, SHOPPE COMPANY may reasonably increase the minimum limits which FRANCHISEE must maintain pursuant to Section 19.1. Nothing in this AGREEMENT is intended to preclude FRANCHISEE from purchasing insurance coverage having greater limits, nor should anything in this AGREEMENT be construed as implying that the scope and limits of the insurance coverage required by SHOPPE COMPANY will adequately protect FRANCHISEE's interests.

19.6. Right of SHOPPE COMPANY to Purchase Insurance.

In addition to whatever other remedies may be available to SHOPPE COMPANY under this AGREEMENT, if FRANCHISEE fails to comply with the provisions of this Article 19, then SHOPPE COMPANY may, but need not, purchase the insurance required pursuant to this Article 19, and bill FRANCHISEE for the costs of obtaining such coverage.

Article 20. NOTICE

20.1. **Form of NOTICE.**

Unless otherwise required by a specific provision of this AGREEMENT, each NOTICE required or permitted hereunder shall be in writing, addressed in accordance with this Article 20, and sent by United States Postal Service registered or certified mail, return receipt requested; or by nationally recognized overnight delivery service, requiring a receipt; or served personally; or sent electronically using electronic signature technology. Each NOTICE shall be deemed to be given, delivered or served, upon the mailing or personal service thereof; provided however that NOTICE given under Section 15.1.2.2 or 15.1.2.3 will not be effective until such time as it should reasonably have been received by FRANCHISEE, which in no case shall be more than 3 days after being sent if by registered or certified mail, unless a copy of such NOTICE is also sent by confirmed facsimile transmission or email.

20.2. **To SHOPPE COMPANY.**

A NOTICE to SHOPPE COMPANY shall be sent to or served personally at the following address:

The Häagen-Dazs Shoppe Company, Inc.
7500 Flying Cloud Drive, Suite 750
Eden Prairie, Minnesota, 55344

Attention: Legal Notices Recipient

SHOPPE COMPANY may from time to time amend its address for NOTICE, by written communication to FRANCHISEE, sent by regular mail, confirmed facsimile transmission, or in any other manner permitted for written communications under this AGREEMENT.

20.3. **To FRANCHISEE.**

A NOTICE to FRANCHISEE shall be effective if sent to either the SHOP, or the last known mailing address of FRANCHISEE; or using electronic signature technology directed to FRANCHISEE's last known email address; or if there is more than one individual or entity collectively identified as FRANCHISEE, then the last known mailing address of any one of them, or in the case of a NOTICE communicated through a commercial e-signature tool, the last known emailing address of any one of them. FRANCHISEE, or if there is more than one individual or entity collectively identified as FRANCHISEE, then each of them, shall amend its mailing address (which in the case of a natural person must be such person's principal residential address) and email address within 30 days of any change by NOTICE to SHOPPE COMPANY, sent by regular mail.

Article 21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

21.1. **Relationship of the Parties.**

FRANCHISEE and SHOPPE COMPANY stand solely as independent contractors in the relationship of franchisee and franchisor. This AGREEMENT shall not be construed as constituting FRANCHISEE an agent, servant, representative or employee of SHOPPE COMPANY for any purpose whatsoever. FRANCHISEE is not granted any right or authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name of SHOPPE COMPANY, in any matter or thing whatsoever. This AGREEMENT does not create a fiduciary relationship or a relationship of special trust and confidence.

21.2. **Disclosure of Nature of FRANCHISE Relationship.**

If directed by SHOPPE COMPANY, then FRANCHISEE shall, prominently display a sign in the SHOP, indicating to the consuming public that the SHOP is independently owned and operated by a franchisee under a license granted by SHOPPE COMPANY. All business cards, telephone answering devices used at the SHOP, stationery, checks and employment communications used by FRANCHISEE in connection with the SHOP must clearly disclose that the SHOP is independently owned and operated by FRANCHISEE under a license granted by SHOPPE COMPANY. If required by SHOPPE COMPANY, marketing materials used by FRANCHISEE must clearly disclose that the SHOP is independently owned and operated by FRANCHISEE under a license granted by SHOPPE COMPANY.

21.3. **Indemnification by FRANCHISEE.**

Upon demand by SHOPPE COMPANY, FRANCHISEE shall defend, indemnify and hold SHOPPE COMPANY harmless during and after the TERM from any and all claims, demands, and causes of action by any third-party arising from, or relating to the operation of the SHOP, or the failure of FRANCHISEE to adhere to any of its obligations under this AGREEMENT. This obligation shall survive the TRANSFER, expiration or earlier termination of this AGREEMENT.

21.4. **Indemnification by SHOPPE COMPANY.**

SHOPPE COMPANY shall defend, indemnify and hold FRANCHISEE harmless, during and after the TERM, from any and all claims, demands, and causes of action by any third-party challenging the right of FRANCHISEE to, during the TERM, use and display the MARKS, provided however that the indemnification obligation set forth in this Section 21.4 shall not apply to any claim involving, all or in part, a display or use of the MARKS not permitted by this AGREEMENT. To trigger the obligations under this Section 21.4, FRANCHISEE must provide SHOPPE COMPANY with NOTICE of any matter within the scope of this Section within 30 days after first becoming aware of such matter. SHOPPE COMPANY shall have the right to assume the defense of any matter within the scope of this Section 21.4, and make any decisions concerning its disposition, provided however that SHOPPE COMPANY shall not, without FRANCHISEE's consent, compromise any matter within the scope of this Section 21.4 on terms inconsistent with FRANCHISEE's rights under this AGREEMENT.

Article 22. INTERPRETATION, CLAIMS AND DISPUTES.

Except to the extent invalidated by valid, enforceable, applicable laws of the jurisdiction where the SHOP is located, or where FRANCHISEE resides, the provisions of this Article 22 shall govern the interpretation of this AGREEMENT, and the resolution of any legal action in any way related to the AGREEMENT, the FRANCHISE or the SHOP. If any provision of this Article 22 is unenforceable for any reason, then it shall still be considered to determine the intent of the parties.

22.1. **Limitation of Actions.**

Neither FRANCHISEE nor SHOPPE COMPANY may commence any legal action against the other, more than 3 years from the occurrence, act, or event giving rise to that legal action, or after any shorter applicable statute of limitations.

22.2. **No Right to Trial by Jury.**

THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

22.3. **Jurisdiction and Venue.**

FRANCHISEE hereby agrees to submit to the jurisdiction of the state and federal courts within the state of Minnesota, and consents to personal jurisdiction in Minnesota. FRANCHISEE hereby waives any objection to venue in the State and Federal Courts of Minnesota, including any objection based upon the convenience of the forum. Any legal action commenced by FRANCHISEE shall be brought either in state court sitting in Hennepin County, Minneapolis, Minnesota, or the United States District Court having concurrent jurisdiction with the state court sitting in Hennepin County, Minneapolis, Minnesota. FRANCHISEE acknowledges that SHOPPE COMPANY has its principal place of business in Minneapolis, and agrees that this provision is reasonable.

22.4. **Choice of Law.**

The following provisions shall control the choice of law to be applied to the interpretation of this AGREEMENT and a determination of the rights of the parties under this AGREEMENT.

22.4.1. **Law to be Applied to the Interpretation of AGREEMENT.**

The terms of this AGREEMENT and its related documents shall be construed in accordance with the common law of the State of Minnesota.

22.4.2. **Application of State Franchise Law.**

The applicable franchise laws, if any, of the jurisdiction in which the SHOP PREMISES are located, or where FRANCHISEE resides, shall govern any obligations between SHOPPE COMPANY and FRANCHISEE, to the extent those franchise laws supplement, displace, or modify the provisions of this AGREEMENT. In construing this provision, it is the intent of the parties that to the extent of a conflict between this AGREEMENT and applicable franchise laws, the applicable franchise laws will be deemed waived to the fullest extent permitted by state or federal law.

22.5. **Prevailing Party to be Awarded Costs and Attorneys' Fees.**

The prevailing party in any legal action brought to enforce the terms of this AGREEMENT shall be awarded attorneys' fees and costs.

22.6. **NOTICE of Claim as Condition Precedent to Action.**

FRANCHISEE shall not, under any circumstances, institute any legal action, unless at least 90 days before instituting that legal action, FRANCHISEE gives NOTICE, to SHOPPE COMPANY, explaining in complete detail what acts, or omissions, FRANCHISEE contends give rise to FRANCHISEE's legal action. FRANCHISEE agrees that the NOTICE required by this provision is a condition precedent to FRANCHISEE's right to initiate a legal action, against SHOPPE COMPANY, that is in any way related to this AGREEMENT, the FRANCHISE or the SHOP. FRANCHISEE agrees that this covenant made by FRANCHISEE is a material provision of this AGREEMENT, and will survive any TRANSFER, expiration, cancellation or other termination of this AGREEMENT.

22.7. **Election of Remedies.**

Unless a specific provision of this AGREEMENT expressly restricts SHOPPE COMPANY to a particular remedy on account of a particular failure of FRANCHISE to comply with the terms of this AGREEMENT, including the terms of the SHOP OPERATIONS MANUAL and the SYSTEM

STANDARDS, no remedy contemplated by this AGREEMENT on account of a particular failure of FRANCHISE to comply with the terms of this AGREEMENT shall be deemed an exclusive remedy, and SHOPPE COMPANY shall at all times have an absolute right to pursue any other legal and equitable remedies available to it on account of such failure.

22.8. **Injunctive Relief.**

FRANCHISEE recognizes that the SHOP is one of a number of HÄAGEN-DAZS® SHOPs selling similar products to the public, and that FRANCHISEE's failure to comply with the terms of this AGREEMENT could cause irreparable damage to the MARKS and the SYSTEM. Therefore, in the event of a breach or threatened breach by FRANCHISEE of any of the covenants or provisions of this AGREEMENT, SHOPPE COMPANY, in addition to, but not in lieu of any other rights and remedies, shall have the immediate right to secure an order enjoining the breach or threatened breach. If this AGREEMENT or FRANCHISEE's right to operate a HÄAGEN-DAZS® SHOP, is terminated, then FRANCHISEE, in addition to and not in lieu of any other rights and remedies, may be enjoined from any continued operation of the SHOP, or simulation thereof, or other breach of any provision of this AGREEMENT.

Article 23. FRANCHISEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

FRANCHISEE agrees and acknowledges that SHOPPE COMPANY, in entering into this AGREEMENT, has the right to rely on, and is in fact relying on, each of the following representations and acknowledgements.

23.1. **No Representations By SHOPPE COMPANY.**

FRANCHISEE acknowledges and represents that in deciding to execute this AGREEMENT, FRANCHISEE has not relied upon any representations by any representative of SHOPPE COMPANY, except those representations, if any, that are explicitly set forth in this AGREEMENT, or in the Häagen-Dazs Franchise Disclosure Document that was most recently provided to FRANCHISEE before FRANCHISEE signed this AGREEMENT. Without limiting the foregoing, FRANCHISEE acknowledges that SHOPPE COMPANY has not made any representation concerning the sales, income, profit, or losses that FRANCHISEE may realize in connection with the FRANCHISE.

23.2. **Review of AGREEMENT and SYSTEM.**

FRANCHISEE acknowledges receiving a true and accurate copy of this AGREEMENT, and acknowledges that, before signing this AGREEMENT, FRANCHISEE had a full and adequate opportunity to:

(a) read and review this AGREEMENT;

(b) be advised by FRANCHISEE's business advisors and legal counsel concerning this AGREEMENT; and

(c) evaluate and investigate the SYSTEM, including the operational and financial aspects related to the establishment and operation of the SHOP.

23.3. **No Claims.**

FRANCHISEE acknowledges that at the time of executing this AGREEMENT, FRANCHISEE is not aware of any acts or omissions of SHOPPE COMPANY, or its affiliates or agents, which would in any way give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents.

23.4. **No Defaults by FRANCHISEE.**

FRANCHISEE represents that, to the best of FRANCHISEE's knowledge, FRANCHISEE is not presently in default of any obligations owed to SHOPPE COMPANY under any currently existing agreement between the parties.

23.5. **Prior Payments.**

FRANCHISEE acknowledges and agrees that, except for the initial FRANCHISE FEE paid by FRANCHISEE upon signing this AGREEMENT, FRANCHISEE has not, in connection with the FRANCHISE, paid any money, or given anything else of value, to SHOPPE COMPANY or a representative of SHOPPE COMPANY in any way relating to the SHOP.

23.6. **Character, Reputation and Ability.**

FRANCHISEE represents and warrants that FRANCHISEE is of good character and reputation, and physically, mentally, and financially able to accept and fulfill FRANCHISEE's obligations set forth in this AGREEMENT and in the SHOP OPERATIONS MANUAL. FRANCHISEE recognizes that, under this AGREEMENT, FRANCHISEE undertakes obligations to SHOPPE COMPANY, the owner of the MARKS, and the consuming public.

23.7. **Anti-Terrorism Representation.**

FRANCHISEE represents and warrants that neither FRANCHISEE (including without limitation each "PERSON" (as defined by Executive Order 13224, signed on September 23, 2001 – the "ORDER") comprising FRANCHISEE), nor any PERSON controlling FRANCHISEE, nor any PERSON financing FRANCHISEE: (1) is on the U.S. Department of Treasury's Specially Designated Nationals List; (2) is engaged in or planning to engage in any terroristic activities, or other activities prohibited by the ORDER. FRANCHISEE further warrants that FRANCHISEE will not hereafter engage in any terrorist activity; (ii) FRANCHISEE is not affiliated with, and does not support, any PERSON engaged in, contemplating, or supporting terrorist activity; and (iii) FRANCHISEE has not entered into or obtained the rights granted to FRANCHISEE under this AGREEMENT for the purpose of generating funds to channel to any PERSON engaged in, contemplating, or supporting terrorist activity, or to otherwise supporting or undertaking any terrorist activity.

23.8. **Severability.**

If any term of this AGREEMENT is held to be unenforceable for any reason, then the remaining terms shall be enforced to the greatest extent possible, consistent with the intent of the parties as evidenced by all of the terms of this AGREEMENT.

23.9. **Waiver.**

None of FRANCHISEE's obligations under this AGREEMENT, or SHOPPE COMPANY's rights under this AGREEMENT, may be modified or waived, except in a writing signed by a duly authorized

representative of SHOPPE COMPANY. No representative of SHOPPE COMPANY has the authority to waive or modify the requirement imposed by the preceding sentence. SHOPPE COMPANY's failure:

(a) to at any time enforce, require the performance of, or object to FRANCHISEE's failure or refusal to perform any term, condition or covenant of this AGREEMENT; or

(b) to exercise any right SHOPPE COMPANY has under this AGREEMENT;

shall not constitute a waiver of any subsequent breach, affect the validity of all or any part of this AGREEMENT, or the right of SHOPPE COMPANY to subsequently enforce the same term, condition, or covenant, but shall apply only to the specific instance to which the waiver is directed. No delay in enforcement shall be deemed a waiver of the right to later enforce any term, condition or covenant.

23.10. **No Extrinsic Modifications.**

FRANCHISEE acknowledges and agrees that this AGREEMENT contains all terms that are material to this AGREEMENT, up to and including the point of FRANCHISEE's execution of this AGREEMENT. FRANCHISEE agrees that no evidence extrinsic to this AGREEMENT, other than the Häagen-Dazs Franchise Disclosure Document most recently provided to FRANCHISEE before FRANCHISEE signed this AGREEMENT, may be used or admitted to vary FRANCHISEE's understanding of this AGREEMENT. Nothing in this AGREEMENT or any related agreement is intended to disclaim the representations SHOPPE COMPANY made to you in the Franchise Disclosure Document that SHOPPE COMPANY furnished FRANCHISEE most recently before FRANCHISEE signed this AGREEMENT.

23.11. **Joint and Several Liability.**

Each person and entity, individually and collectively, being the FRANCHISEE, shall be jointly and severally liable for all of FRANCHISEE's obligations, performances, and liabilities under this AGREEMENT.

23.12. **Section Titles.**

Section titles in this AGREEMENT are for the convenience of the parties, and shall not be considered in construing the meaning of any of this AGREEMENT's provisions.

Article 24. NOT EFFECTIVE UNTIL FULLY EXECUTED

This AGREEMENT shall not be effective until fully executed by SHOPPE COMPANY and FRANCHISEE.

FRANCHISEE

_____
Franchisee:

_____
Franchisee:

_____
Franchisee:

_____
Franchisee:

_____
Franchisee:

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A – SITE SELECTION PROCEDURES

Article 1. OVERVIEW

This EXHIBIT A contains the procedures for selecting the location of the SHOP PREMISES. This EXHIBIT A does not apply in the case of the grant of a SUCCESSIVE TERM FRANCHISE. Section references in this EXHIBIT A refer to sections of this EXHIBIT A, unless the reference specifically identifies the body of this AGREEMENT or another exhibit attached to this AGREEMENT.

Article 2. "PROPOSED SITE" DEFINED

"PROPOSED SITE" means a potential location for the SHOP PREMISES proposed by FRANCHISEE under the terms of this EXHIBIT A, and may include a potential location first identified to FRANCHISEE by SHOPPE COMPANY.

Article 3. FRANCHISEE'S PRELIMINARY ACKNOWLEDGMENTS

FRANCHISEE hereby makes the following preliminary acknowledgments.

3.1. No Prior Commitments.

FRANCHISEE acknowledges and agrees that SHOPPE COMPANY did not, before entering into this AGREEMENT, promise, in writing or otherwise, to designate any particular PROPOSED SITE as the SHOP PREMISES.

(a) FRANCHISEE shall not make any commitments to a landlord, design professional, contractor, or otherwise, in connection with any PROPOSED SITE, unless and until SHOPPE COMPANY has, in writing, consented to FRANCHISEE's development and operation of the SHOP at the PROPOSED SITE, designating all or a portion of the PROPOSED SITE as the SHOP PREMISES under the terms of this EXHIBIT A.

(b) If FRANCHISEE prematurely enters into any commitments in anticipation of developing the SHOP contemplated by this AGREEMENT, then FRANCHISEE will be doing so at FRANCHISEE's own risk; and SHOPPE COMPANY shall have absolutely no obligation to FRANCHISEE in connection with any commitments prematurely made by FRANCHISEE.

3.2. Consent to Pursue PROPOSED SITE Is Not Exclusive

FRANCHISEE acknowledges and agrees that persons, other than FRANCHISEE, may express interest in establishing and operating a HÄAGEN-DAZS® SHOP at the same PROPOSED SITE as FRANCHISEE, and that SHOPPE COMPANY may identify a single potential location for a HÄAGEN-DAZS® SHOP to several prospective SHOPPE COMPANY franchisees, including FRANCHISEE; and SHOPPE COMPANY shall ultimately have the absolute right to determine to which of several interested persons, if any, to grant the right to establish and operate a HÄAGEN-DAZS® SHOP at the PROPOSED SITE.

3.3. FRANCHISEE Responsible for Due Diligence

Irrespective of whether a PROPOSED SITE is first identified by FRANCHISEE or SHOPPE COMPANY, the parties agree that FRANCHISEE shall be solely responsible for conducting any due diligence reasonably necessary for FRANCHISEE to determine whether developing and operating the

SHOP at the PROPOSED SITE would be consistent with FRANCHISEE's financial and other business objectives.

Article 4. SITE SELECTION PROCEDURES

4.1. FRANCHISEE Will Not Pursue PROPOSED SITE Without Consent.

FRANCHISEE will not engage in discussions with the landlord of any PROPOSED SITE, or otherwise pursue any PROPOSED SITE, unless and until given written consent from SHOPPE COMPANY. If a PROPOSED SITE is identified in Section (c) of this Exhibit A, then FRANCHISEE has SHOPPE COMPANY's written consent to pursue that PROPOSED SITE, subject to all the terms and conditions of this Article 4.

(a) SHOPPE COMPANY's consent to pursue any PROPOSED SITE under this Section 4.1 shall only authorize FRANCHISEE to conduct the due diligence contemplated by this EXHIBIT A, including entering into non-binding preliminary negotiations with the landlord of the PROPOSED SITE and shall in no way imply any obligation on the part of SHOPPE COMPANY to designate the PROPOSED SITE as the SHOP PREMISES.

(b) SHOPPE COMPANY may at any time revoke its consent to FRANCHISEE's pursuit of any PROPOSED SITE for any reason whatsoever, or no reason at all including SHOPPE COMPANY's decision to permit someone other than FRANCHISEE to establish a HÄAGEN-DAZS® SHOP at the PROPOSED SITE, or at another location that would be in territorial conflict with a HÄAGEN-DAZS® SHOP developed at the PROPOSED SITE.

(c) If a specific PROPOSED SITE is identified below in this Section (c), then FRANCHISEE may pursue that initial PROPOSED SITE subject to all the terms and conditions of this Article 4, including revocation under Section (b).

Initial PROPOSED SITE:	To Be Determined

4.2. Consideration of PROPOSED SITE.

SHOPPE COMPANY will determine whether to designate all or any portion of the PROPOSED SITE as the SHOP PREMISES on the basis of due diligence performed by FRANCHISEE, as reflected in documentation and analyses that FRANCHISEE will submit to SHOPPE COMPANY in accordance with the following provisions.

4.2.1. Responsibility for Site Analysis.

SHOPPE COMPANY will have a significant interest in the continued operation of the SHOP at the SHOP PREMISES for the TERM, and is relying on FRANCHISEE's due diligence in determining whether to designate all or any portion of the PROPOSED SITE as the SHOP PREMISES. FRANCHISEE is solely responsible for identifying, and assessing the viability of the PROPOSED SITE. FRANCHISEE understands that SHOPPE COMPANY does not recommend PROPOSED SITEs. If SHOPPE COMPANY makes FRANCHISEE aware of a PROPOSED SITE that may be of interest to FRANCHISEE, then FRANCHISEE will be solely responsible for assessing the viability of that PROPOSED SITE. SHOPPE COMPANY's designation of the SHOP PREMISES will not constitute an assurance, by SHOPPE COMPANY, that the SHOP will be profitable or otherwise consistent with FRANCHISEE's expectations.

4.2.2. **Documents Required to be Submitted.**

FRANCHISEE must provide SHOPPE COMPANY with all information requested by SHOPPE COMPANY (collectively the "SITE PACKAGE"), in accordance with a timeframe reasonably specified by SHOPPE COMPANY, so that SHOPPE COMPANY can determine whether to designate all or any portion of the PROPOSED SITE as the SHOP PREMISES. SHOPPE COMPANY may refuse to consider the PROPOSED SITE for any reason, including not having in its possession all materials that SHOPPE COMPANY, in its sole discretion, considers necessary for its determination, which may, if required by SHOPPE COMPANY, include:

(a) business plans showing FRANCHISEE's anticipated realistic, optimistic, and pessimistic projections for a period or periods specified by SHOPPE COMPANY;

(b) a break-even analysis calculating the revenue necessary to meet operating expenses FRANCHISEE expects to incur during a period or periods specified by SHOPPE COMPANY;

(c) a proposed LEASE, which, subject to the consent of SHOPPE COMPANY, under Section 17.8 of the body of this AGREEMENT, would be signed by FRANCHISEE and the landlord of the PROPOSED SITE if the PROPOSED SITE is designated as the SHOP PREMISES;

(d) a site market analysis of the PROPOSED SITE utilizing forms provided by SHOPPE COMPANY; and

(e) any other information FRANCHISEE deems important with respect to demonstrating FRANCHISEE's due diligence in connection with the PROPOSED SITE.

4.3. **Designation by SHOPPE COMPANY will be in Writing.**

If SHOPPE COMPANY determines to designate the PROPOSED SITE as the SHOP PREMISES, then SHOPPE COMPANY will inform FRANCHISEE in writing.

4.3.1. **Contents of Designation.**

The document designating the SHOP PREMISES will include:

(a) the address of the SHOP PREMISES;

(b) information sufficient to determine the EXCLUSIVE TERRITORY, if any, applicable to the SHOP, under the terms of EXHIBIT C; and

(c) such other information as SHOPPE COMPANY considers appropriate.

4.3.2. **Preliminary Statements Concerning Consent Not Binding.**

FRANCHISEE acknowledges and agrees that any consent to the development of the SHOP at the PROPOSED SITE or any other location, other than that communicated by SHOPPE COMPANY in writing accordance with Section 4.3, shall be deemed preliminary only, and shall under no circumstances be binding on SHOPPE COMPANY.

4.4. **Procedure if SHOPPE COMPANY Withholds Consent.**

If SHOPPE COMPANY declines to designate the PROPOSED SITE as the SHOP PREMISES, then SHOPPE COMPANY, in its sole and absolute discretion, shall have the option of:

(a) canceling this AGREEMENT and refunding all but $3,000 of the FRANCHISE FEE paid by FRANCHISEE under Article 7 of the body of this AGREEMENT, in which case SHOPPE COMPANY shall have no further obligations to FRANCHISEE under this AGREEMENT; or

(b) requiring FRANCHISEE to designate and pursue another PROPOSED SITE, subject to and in accordance with the procedures of this EXHIBIT A.

This procedure shall apply repeatedly until SHOPPE COMPANY designates the SHOP PREMISES under the terms of this EXHIBIT A, or elects to cancel this AGREEMENT under this Section 4.4, or this AGREEMENT is otherwise terminated or cancelled in accordance with its terms.

Article 5. CANCELLATION PRIOR TO DESIGNATION OF SHOP PREMISES

FRANCHISEE may, at any time before SHOPPE COMPANY designates the SHOP PREMISES under the terms of this EXHIBIT A, terminate this AGREEMENT by NOTICE to SHOPPE COMPANY, in which case SHOPPE COMPANY will refund all but $3,000 of the FRANCHISE FEE paid by FRANCHISEE under Article 7 of the body of this AGREEMENT within 45 days following SHOPPE COMPANY's receipt of such NOTICE, in which case SHOPPE COMPANY shall have no further obligations to FRANCHISEE under this AGREEMENT.

Article 6. DELAYS BY SHOPPE COMPANY

SHOPPE COMPANY will in good faith endeavor to act in a reasonably prompt manner when deciding whether:

(a) to permit FRANCHISEE to pursue any PROPOSED SITE under Section 4.1; and

(b) deciding whether to designate all or any portion of the PROPOSED SITE as the SHOP PREMISES following FRANCHISEE's submission of a complete SITE PACKAGE under Section 4.3;

provided however that under no circumstances will SHOPPE COMPANY have any liability to FRANCHISEE if delays in rendering or communicating any decision result in the loss of any opportunity.

EXHIBIT B – SHOP CONSTRUCTION PROCEDURES

Article 1. OVERVIEW

This EXHIBIT B contains the procedures for constructing the SHOP at the SHOP PREMISES. FRANCHISEE agrees to adhere to the requirements set forth in this EXHIBIT B for:

(a) Initially constructing the SHOP at the SHOP PREMISES designated under the terms of this AGREEMENT;

(b) Remodeling the SHOP at the SHOP PREMISES designated under the terms of this AGREEMENT, when required to do so under the terms of this AGREEMENT.

Section references in this EXHIBIT B refer to sections of this EXHIBIT B, unless such reference specifically identifies the body of this AGREEMENT, or another exhibit attached to this AGREEMENT.

Article 2. CONSTRUCTION IN ACCORDANCE WITH SHOPPE COMPANY'S REQUIREMENTS

FRANCHISEE is responsible for retaining, at its own expense, an architect designated by Shoppe Company and a contractor reasonably acceptable to SHOPPE COMPANY, and completing the construction or remodeling of the SHOP, at FRANCHISEE's expense, in accordance with the following provisions.

2.1. Designation of Architect.

To ensure adherence to SHOPPE COMPANY's design requirements, and the appropriate adaptation of SHOPPE COMPANY's design requirements to the SHOPPE PREMISES, FRANCHISEE shall retain an architect designated by COMPANY, to prepare conceptual drawings, and construction drawings and specifications to be used in connection with the design approval process and construction of the SHOP FRANCHISEE acknowledges that while SHOPPE COMPANY will cooperate with FRANCHISEE in connection with any issues or concerns arising between FRANCHISEE and FRANCHISEE's architect, SHOPPE COMPANY will under no circumstances be responsible for any delays, corrective work, or other issues or concerns arising between FRANCHISEE and the designated architect and SHOPPE COMPANY shall have an unfettered right to confer with one another, to ensure that the designated architect obtains SHOPPE COMPANY's feedback and approval of the SHOP construction drawings and specifications, for purposes of determining the conformity of the drawings and specifications to SHOPPE COMPANY's design requirements.

2.2. Design Requirements.

FRANCHISEE acknowledges that the physical design and configuration of a HÄAGEN-DAZS® SHOP is an important feature relating to the brand identity consumers associate with the MARKS. In constructing or remodeling the SHOP, FRANCHISEE shall adhere to the design and construction criteria specified by SHOPPE COMPANY, as determined solely by SHOPPE COMPANY, and any agents appointed by SHOPPE COMPANY for such purpose. If FRANCHISEE fails to construct or remodel the SHOP in accordance with SHOPPE COMPANY's design and construction criteria, then SHOPPE COMPANY shall have the right to require FRANCHISEE to correct any deficient items as a prerequisite to opening or reopening the SHOP. FRANCHISEE acknowledges and agrees that SHOPPE COMPANY'S design and construction criteria may be modified from time to time by SHOPPE COMPANY.

2.2.1. **FRANCHISEE Responsible for Compliance with Laws.**

The design and construction criteria specified by SHOPPE COMPANY are primarily aesthetic in nature, and FRANCHISEE shall be responsible for ensuring that the SHOP is constructed in full compliance with any applicable national, state, and local requirements, including those imposed by building codes, safety codes, health and sanitary codes, and the Americans with Disabilities Act.

2.2.2. **Review of Architectural Drawings.**

FRANCHISEE will submit its conceptual and architectural plans and other design documents to SHOPPE COMPANY in accordance with the procedures communicated by SHOPPE COMPANY. SHOPPE COMPANY, shall have the absolute and final right to determine, whether the documents submitted are consistent with SHOPPE COMPANY's design requirements. If SHOPPE COMPANY reviews any design documents before the SHOP PREMISES have been designated under EXHIBIT A, then such review shall be considered merely a courtesy to FRANCHISEE, and shall not indicate an intention on the part of SHOPPE COMPANY to render any particular decision within the scope of this AGREEMENT, including the decision to designate the PROPOSED SITE as the SHOP PREMISES.

2.2.3. **Furniture, Fixtures and Equipment.**

FRANCHISEE shall not, except at FRANCHISEE's own risk, enter into any legally binding commitments with equipment vendors prior to SHOPPE COMPANY's approval of FRANCHISEE's architectural drawings.

2.2.4. **Liability Insurance.**

During construction of the SHOP, FRANCHISEE shall require the contractor it has retained to maintain in effect liability insurance in the minimum amounts of $1,000,000/$1,000,000, or such higher amount as is designated by SHOPPE COMPANY, and to have SHOPPE COMPANY named as an additional insured under such policy of insurance.

2.2.5. **Building Permits, Licenses and Contracts.**

At all times during the construction of the SHOP, FRANCHISEE shall obtain permits, licenses, and enter into contracts in the name of FRANCHISEE, and shall not in any way purport to bind, or contract on behalf of SHOPPE COMPANY.

2.2.6. **Indemnification by FRANCHISEE.**

FRANCHISEE shall defend, indemnify, and hold SHOPPE COMPANY harmless from all claims, demands, and causes of action arising out of or in relation to the development and construction of the SHOP.

EXHIBIT C – EXCLUSIVE TERRITORY

Article 1. OVERVIEW

This EXHIBIT C explains how the EXCLUSIVE TERRITORY associated with the SHOP, if any, shall be determined by SHOPPE COMPANY. FRANCHISEE acknowledges and agrees that FRANCHISEE shall accept SHOPPE COMPANY's determination of the EXCLUSIVE TERRITORY made in accordance with this EXHIBIT C.

Article 2. DETERMINATION OF EXCLUSIVE TERRITORY

2.1. "EXCLUSIVE TERRITORY" Defined.

"EXCLUSIVE TERRITORY" means the area, if any, in which SHOPPE COMPANY shall not itself establish, or license another person to establish a HÄAGEN-DAZS® SHOP.

2.2. Determination of EXCLUSIVE TERRITORY.

FRANCHISEE acknowledges that the EXCLUSIVE TERRITORY granted to FRANCHISEE, if any, shall be determined by the physical characteristics of the SHOP PREMISES (the "LOCATION TYPE"), as determined by SHOPPE COMPANY.

2.2.1. Most Commercial Facilities.

If the SHOP PREMISES are in:

(a) a Mall having less than 1.5 million square feet of rentable retail space;

(b) an Entertainment Complex less than 1.5 million square feet in size, excluding any lodging accommodations; or any Other Commercial Facility less than 1.5 million square feet in size;

then the EXCLUSIVE TERRITORY shall be the physical limits of the Mall, Entertainment Complex, or Other Commercial Facility.

2.2.2. Airport or Very Large Commercial Facility.

If the SHOP PREMISES are within:

(a) a Mall having at least 1.5 million square feet of rentable retail space;

(b) an Entertainment Complex at least 1.5 million square feet in size, excluding any lodging accommodations;

(c) any Other Commercial Facility at least 1.5 million square feet in size; or

(d) an Airport irrespective of size;

then the EXCLUSIVE TERRITORY shall be only the "Discrete Portion," of the Mall, Entertainment Complex, Other Commercial Facility or Airport designated by SHOPPE COMPANY. SHOPPE COMPANY shall otherwise be entitled to establish or license another

person to establish a HÄAGEN-DAZS® SHOP within the same Mall, Entertainment Complex, Other Commercial Facility or Airport.

2.2.3. **Neighborhood Shop.**

If the SHOP is on a street or within a small strip center fronting a street, as determined solely by SHOPPE COMPANY, then the EXCLUSIVE TERRITORY, if any, shall be determined as follows.

2.2.3.1. **On Street or In Small Shopping Center.**

Unless the SHOP is in a Densely Populated Urban Location, FRANCHISEE's EXCLUSIVE TERRITORY shall be 1/2 mile along the street in either direction from the SHOP, subject to the following limitations and qualifications:

(a) If the SHOP is at an intersection, then the EXCLUSIVE TERRITORY shall apply only to the street identified in writing when the SHOP PREMISES are designated in accordance with Section 4.3 of EXHIBIT A, or in EXHIBIT D if this AGREEMENT was issued in connection with a SUCCESSIVE TERM FRANCHISE; the address of the SHOP PREMISES shall not be determinative.

(b) The distance from the SHOP's primary entrance to the nearest point of the street with respect to which this AGREEMENT grants EXCLUSIVE TERRITORY will be included in determining the ½ mile distance from the SHOP contemplated by this Section 2.2.3.1.

(c) The EXCLUSIVE TERRITORY granted by this Section 2.2.3.1 does not encompass, nor preclude the establishment or licensing of another person to establish a HÄAGEN-DAZS® SHOP within a mall or commercial facility bordering the street, even if the mall or commercial facility is within 1/2 mile of the SHOP. The terms "mall" and "commercial facility," as used in this Section 2.2.3.1 (c), shall include, but not be limited to enclosed malls, open air malls, airports, zoos, theme parks, amusement facilities, casinos, hospitals, universities, and military bases.

2.2.3.2. **Densely Populated Urban Location.**

If the SHOP is in a Densely Populated Urban Location, as determined solely by SHOPPE COMPANY, then FRANCHISEE shall have absolutely no EXCLUSIVE TERRITORY.

Article 3. RIGHTS RESERVED TO SHOPPE COMPANY AND THE OWNER OF THE MARKS.

FRANCHISEE acknowledges and agrees that the grant of any EXCLUSIVE TERRITORY by this AGREEMENT, if any, entitles FRANCHISEE only to the reasonable expectation that during the TERM, so long as FRANCHISEE is in compliance with all the terms of this AGREEMENT, SHOPPE COMPANY will not establish another HÄAGEN-DAZS® SHOP within the EXCLUSIVE TERRITORY. Nothing in this AGREEMENT grants FRANCHISEE the right to be the only retailer of HÄAGEN-DAZS® PRODUCTS within the EXCLUSIVE TERRITORY. SHOPPE COMPANY, for itself, the owner of the MARKS, and their respective direct and indirect licensees, retain the absolute right to distribute goods and services using the MARKS or other trademarks, service marks, trade names, logos and commercial

symbols, through any other distribution methods or channels they choose, including but not limited to restaurants, retail grocery and convenience stores, ice cream shops other than a another HÄAGEN-DAZS® SHOP, within the EXCLUSIVE TERRITORY. SHOPPE COMPANY also retains the absolute right to engage in, and permit third parties including other SYSTEM franchisees to engage in, certain selling activities, within the EXCLUSIVE TERRITORY, including without limitation (a) sales at special events, catered events, and places not open to the general public, and (b) sales to persons or businesses located within the EXCLUSIVE TERRITORY.

EXHIBIT D – SUCCESSIVE TERM FRANCHISE OR RENEWAL TERM FRANCHISE INFORMATION

ARTICLE 1 OVERVIEW

This EXHIBIT D only applies in the case of a SUCCESSIVE TERM FRANCHISE or RENEWAL AGREEMENT, and contains material information concerning the FRANCHISE and the SHOP PREMISES.

ARTICLE 2 SUCCESSIVE TERM FRANCHISE OR RENEWAL AGREEMENT DETAILS

2.1 **SHOP PREMISES.**

The location of the SHOP PREMISES is:

2.2 **EXCLUSIVE TERRITORY.**

The EXCLUSIVE TERRITORY, determined in accordance with EXHIBIT C of this AGREEMENT, is based on the SHOP PREMISES being in or at the single following LOCATION TYPE identified below:

☐ Commercial Facility (Refer to Section 2.1.1 of EXHIBIT C);

☐ Airport or Very Large Commercial Facility (Refer to Section 2.1.2 of EXHIBIT C);

Discrete Portion of Airport or Very Large Commercial Facility: _____;

☐ Neighborhood; On Street / Small Center (Refer to Section 2.1.3.1 of EXHIBIT C)

Name of Street: _____;

☐ Neighborhood; Urban, Densely Populated (Refer to Section 2.1.3.2 of EXHIBIT C).

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

By: _____

Name: _____

Title: _____

EXHIBIT C

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

HÄAGEN-DAZS SATELLITE AGREEMENT

HÄAGEN-DAZS SATELLITE AGREEMENT

SHOP #_____

This "SATELLITE AGREEMENT" is dated this [Day] day of [Month], [Year], and is entered into by and between The Häagen-Dazs Shoppe Company, Inc., a New Jersey corporation, with offices at 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344 (hereinafter referred to as "Shoppe Company"), and:

_____ _____ _____ _____

of: _____ _____ _____ _____

_____ _____ _____ _____

(hereinafter referred to individually and collectively as "Franchisee").

SHOP PREMISES	**FACILITY IN WHICH THE SHOP IS LOCATED, AND IN WHICH FRANCHISEE PROPOSES TO ESTABLISH THE SATELLITE**
	(the "FACILITY")

Article 1. **INTRODUCTION**

FRANCHISEE desires to sell HÄAGEN-DAZS® PRODUCTS from an additional selling point (the "SATELLITE") in connection with the HÄAGEN-DAZS® SHOP (the "SHOP") already located at the SHOP PREMISES identified above, and SHOPPE COMPANY is willing to grant FRANCHISEE a limited right to do so in strict accordance with the terms and conditions of this SATELLITE AGREEMENT, and in strict accordance with the terms, as modified herein, of the operative franchise agreement for the SHOP (the "FRANCHISE AGREEMENT"), and only under the MARKS.

in consideration of the mutual promises, covenants and agreements hereinafter contained, the parties agree as follows:

Article 2. **DEVELOPMENT PROCEDURES**

FRANCHISEE shall comply with the following procedures applicable to the establishment of the SATELLITE:

2.1. Identification of Specific Space.

FRANCHISEE shall, within 90 days after the date of this SATELLITE AGREEMENT, notify SHOPPE COMPANY, in writing, of the specific space within the FACILITY where FRANCHISEE proposes to establish the SATELLITE (the "SATELLITE PREMISES" and together with the SHOP PREMISES, the "BUSINESS PREMISES").

2.2. Negotiation of Terms; Lease Execution

FRANCHISEE shall, within 120 days after the date of this SATELLITE AGREEMENT, provide SHOPPE COMPANY with a proposed lease for the SATELLITE PREMISES. SHOPPE COMPANY will, in writing, tell FRANCHISEE whether the proposed lease is acceptable, or requires modifications before it

would be acceptable to SHOPPE COMPANY. FRANCHISEE shall, within a reasonable time negotiate any modification necessary to make the proposed lease acceptable to SHOPPE COMPANY.

2.3. Lease Requirements

To be acceptable to SHOPPE COMPANY, among other things, the proposed lease must: (A) give FRANCHISEE the right to conduct the business normally conducted from a HÄAGEN-DAZS® SHOP from the SATELLITE PREMISES; (B) acknowledge that the design and construction of the SATELLITE, must satisfy SHOPPE COMPANY's requirements; (C) affirmatively permit SHOPPE COMPANY to enter the SATELLITE PREMISES to remove the MARKS and proprietary materials if the business conducted at the SATELLITE PREMISES is discontinued for any reason whatsoever; and (D) permit SHOPPE COMPANY to take an assignment of the proposed lease if SHOPPE COMPANY ever exercises the lease assignment rights contained in ARTICLE 11 of this SATELLITE AGREEMENT.

2.3.1. Scope of Lease Review

FRANCHISEE acknowledges that SHOPPE COMPANY's review of the proposed lease is for SHOPPE COMPANY's benefit, and that SHOPPE COMPANY is not determining whether the proposed lease is economically favorable or consistent with FRANCHISEE's business plans and objectives.

2.3.2. Lease Execution

FRANCHISEE agrees not to sign the proposed lease unless and until SHOPPE COMPANY notifies FRANCHISEE, in writing, that SHOPPE COMPANY consents to the establishment of the SATELLITE at the SATELLITE PREMISES. FRANCHISEE agrees that SHOPPE COMPANY shall have no liability to FRANCHISEE whatsoever, in the event FRANCHISEE's opportunity to execute the proposed lease ceases to exist before SHOPPE COMPANY consents to the establishment of the SATELLITE at the SATELLITE PREMISES.

2.4. Site Package

FRANCHISEE warrants and represents that it is familiar with the FACILITY, and shall perform any due diligence reasonably necessary for FRANCHISEE to determine whether the establishment of the SATELLITE at the SATELLITE PREMISES is reasonably consistent with FRANCHISEE's business goals and objectives. FRANCHISEE shall provide SHOPPE COMPANY with any information reasonably requested by SHOPPE COMPANY, detailing FRANCHISEE's due diligence research, findings, and conclusions.

2.5. Design and Construction of SATELLITE

If SHOPPE COMPANY, in writing, notifies FRANCHISEE that SHOPPE COMPANY consents to the establishment of the SATELLITE at the SATELLITE PREMISES, then FRANCHISEE shall comply with the following requirements.

2.5.1. Design Procedures

FRANCHISEE shall comply with SHOPPE COMPANY's design procedures, which require FRANCHISEE to submit preliminary drawings for SHOPPE COMPANY's approval, and then construction plans and specifications for SHOPPE COMPANY's approval, all of which must conform to SHOPPE COMPANY's then-current design requirements. FRANCHISEE acknowledges that SHOPPE COMPANY's review of design and construction documents is for the purpose of determining aesthetic adherence to SHOPPE COMPANY's design requirements. FRANCHISEE shall at all times be responsible for determining compliance with building code and other local building requirements, and the Americans with Disabilities Act.

2.5.2. Construction Procedures

FRANCHISEE shall comply with SHOPPE COMPANY's construction procedures. FRANCHISEE is responsible for retaining a contractor, reasonably acceptable to SHOPPE COMPANY, who will construct the SATELLITE in accordance with the constructions plans and specifications approved by SHOPPE COMPANY. During construction of the SATELLITE, FRANCHISEE shall require the contractor it has retained to maintain in effect liability insurance in the minimum amounts of $1,000,000/$1,000,000, and shall have SHOPPE COMPANY named as an additional insured under such policy of insurance. At all times during the construction of the SATELLITE, FRANCHISEE shall obtain permits, licenses, and enter into contracts in the name of FRANCHISEE, and shall not in any way purport to bind, or contract on behalf of SHOPPE COMPANY. FRANCHISEE shall defend, indemnify, and hold SHOPPE COMPANY harmless from all claims, demands, and causes of action arising out of or in relation to the development and construction of the SATELLITE.

Article 3. GRANT OF LICENSE; LOCATION.

Subject to the provisions of this SATELLITE AGREEMENT, SHOPPE COMPANY grants FRANCHISEE the limited license to establish and operate the SATELLITE, further subject to the same limitations and restrictions in the FRANCHISE AGREEMENT, as modified herein. It is understood and agreed that, except to the extent modified herein, the terms and conditions set forth in the FRANCHISE AGREEMENT shall govern the operation of the SATELLITE, and the rights and obligations of the parties, including but not limited to FRANCHISEE's obligations to adhere to the SYSTEM STANDARDS, comply with the SHOP OPERATIONS MANUAL, and pay a ROYALTY, as if the operations conducted at the SATELLITE were conducted at the SHOP.

Article 4. TERM.

The single, nonrenewable term of this limited license to prepare and sell HÄAGEN-DAZS® PRODUCTS from the SATELLITE shall commence upon the timely opening of the SATELLITE, and shall continue until "SATELLITE EXPIRATION DATE" determined in accordance with this SATELLITE AGREEMENT. FRANCHISEE understands and agrees that, except under the procedures contemplated by Section 4.3, this SATELLITE AGREEMENT confers no right to continuation, renewal, or a subsequent agreement following the expiration or earlier termination of this SATELLITE AGREEMENT and/or the FRANCHISE AGREEMENT.

4.1. Commencement.

FRANCHISEE agrees to exert is best commercially reasonable efforts to open the SATELLITE for business within 9 months from the date of this SATELLITE AGREEMENT, time being of the essence. Irrespective of the cause of any delay, if FRANCHISEE fails to timely open for business, then SHOPPE COMPANY may cancel this SATELLITE AGREEMENT, in which case SHOPPE COMPANY shall retain the SATELLITE FEE paid by FRANCHISEE hereunder, and shall have no further obligations to FRANCHISEE in connection with this SATELLITE AGREEMENT.

4.2. SATELLITE EXPIRATION DATE.

FRANCHISEE acknowledges that the SATELLITE EXPIRATION DATE will be determined as the earlier of (i) the date the FRANCHISE AGREEMENT expires, or (ii) the date the lease for the SATELLITE PREMISES, in that form determined to be acceptable to SHOPPE COMPANY under Section 2.2 (the "LEASE") expires. SHOPPE COMPANY will establish the SATELLITE EXPIRATION DATE when the SATELLITE first opens for business in accordance with the formula set forth in this Section, and will advise FRANCHISEE of the SATELLITE EXPIRATION DATE by letter sent by regular mail.

4.3. SATELLITE EXPIRATION DATE Extensions.

FRANCHISEE may enter into extensions of the LEASE, or a new lease for the SATELLITE PREMISES, in each case subject to SHOPPE COMPANY's prior written consent which will not be unreasonably withheld if FRANCHISEE is in good standing with SHOPPE COMPANY and has negotiated lease terms meeting SHOPPE COMPANY's requirements, so long as the term of the LEASE, as extended, or the new lease, does not expire any later than the FRANCHISE AGREEMENT. The SATELLITE EXPIRATION DATE will be modified to correspond to the expiration date of the LEASE, as extended, or the new lease, entered into under the terms of this Section. FRANCHISEE acknowledges that the terms of this Section shall in no way be perceived as modifying any restrictions concerning lease modifications contained in the FRANCHISE AGREEMENT, which restrictions shall continue in full force and effect with respect to the FRANCHISE AGREEMENT, and with respect to this SATELLITE AGREEMENT except as specifically set forth herein.

Article 5. SATELLITE FEE.

FRANCHISEE shall pay SHOPPE COMPANY a $1,000 SATELLITE FEE, upon timely signing and submission of this SATELLITE AGREEMENT to SHOPPE COMPANY. The SATELLITE FEE is not refundable under any circumstances whatsoever, including where FRANCHISEE fails to establish the SATELLITE.

Article 6. MARKETING CONTRIBUTIONS.

FRANCHISEE shall pay marketing contributions to SHOPPE COMPANY in accordance with each of the following applicable provisions, which marketing contributions shall be deemed to be in addition to the marketing contribution that FRANCHISEE is required to pay SHOPPE COMPANY under the FRANCHISE AGREEMENT for the Shop.

6.1. General Marketing Contribution.

From the opening of the SATELLITE through the end of the term of this SATELLITE AGREEMENT, in addition to the General Marketing Contribution (or "Adjusted Marketing Contribution" or "Adjusted Advertising Contribution," as the case may be) that FRANCHISEE is required to pay SHOPPE COMPANY under the FRANCHISE AGREEMENT, FRANCHISEE shall at the same time pay SHOPPE COMPANY an additional 50% of said contribution in connection with the SATELLITE.

6.2. Local Marketing Contributions.

If the FRANCHISE AGREEMENT requires the payment of a LOCAL MARKETING CONTRIBUTION calculated as a percentage of FRANCHISEE's GROSS SALES, then when calculating the LOCAL MARKETING CONTRIBUTION required to be paid to SHOPPE COMPANY, FRANCHISEE shall take into account its GROSS SALES from the SATELLITE.

Article 7. TERRITORY.

FRANCHISEE acknowledges and agrees that this Agreement shall in no way modify the exclusive territory, if any, granted to FRANCHISEE by the FRANCHISE AGREEMENT.

Article 8. REPORTING OF SALES AND COSTS; PROJECTING SALES, COSTS AND PRODUCT NEEDS.

8.1. This Article to Supersede and Amend the FRANCHISE AGREEMENT.

This Article 8 shall supersede and amend any inconsistent provision in the FRANCHISE AGREEMENT. By executing this AGREEMENT, FRANCHISEE agrees to such amendment, and acknowledges that such amendment is reasonable, and that FRANCHISEE's willingness to agree to such amendment was a material consideration for SHOPPE COMPANY's willingness to enter into this SATELLITE AGREEMENT. This

amendment shall survive any discontinuance of operations at the SATELLITE, and shall survive the termination or cancellation of this SATELLITE AGREEMENT.

8.2. Reporting Requirements

In order that SHOPPE COMPANY may better understand the nature of the business to be conducted pursuant to this SATELLITE AGREEMENT, consumers' reactions to the product mix and menu items which FRANCHISEE will offer for sale, seasonal fluctuations experienced at the BUSINESS PREMISES, and other variables affecting sales at the SHOP and SATELLITE (collectively the "STORES"), FRANCHISEE shall at the request of SHOPPE COMPANY periodically provide SHOPPE COMPANY with any and all requested information related to FRANCHISEE's sales, costs, profits and related items. FRANCHISEE acknowledges that the information to be provided hereunder, if requested by SHOPPE COMPANY, may be requested to be provided monthly or even more frequently in certain circumstances, and in some instances may require FRANCHISEE to track certain information not regularly being tracked by FRANCHISEE.

8.3. Projection Requirements.

At the request of SHOPPE COMPANY, FRANCHISEE shall periodically project sales, costs, and product requirements. FRANCHISEE shall endeavor to project quantities of products needed, including flavor, quantity, and anticipated timing of such need. FRANCHISEE acknowledges that this information is important to SHOPPE COMPANY so that it may assist its designated supplier in projecting quantities of product to manufacture. Notwithstanding the purpose for requiring this information from FRANCHISEE, or the accuracy of FRANCHISEE's projections, under no circumstances shall FRANCHISEE's compliance with this Section be deemed to require SHOPPE COMPANY or its designated supplier to sell FRANCHISEE the projected quantities of any particular product.

8.4. Point of Sale System.

To ensure the efficient management and operation of the STORES, and the reporting of data and information to SHOPPE COMPANY, FRANCHISEE shall, within 60 days of signing this SATELLITE AGREEMENT, at its own expense, install at the SHOP, and upon opening of the SATELLITE will have in-place, and during the term of the FRANCHISE AGREEMENT shall properly maintain in good working order, a computerized point of sale system (the "POS SYSTEM") consisting of, at each of the STORES, one or more cash registers, a modem, software, cables, a dedicated telephone line (or alternative communications line designated by, or permitted by SHOPPE COMPANY), and other accessories and peripheral equipment, all of which must be approved by SHOPPE COMPANY in the SHOP OPERATIONS MANUAL or otherwise in writing. Unless SHOPPE COMPANY in writing permits otherwise, the equipment making-up the POS SYSTEM shall be purchased only from a source designated by SHOPPE COMPANY; and initially programmed and from time to time reprogrammed only by someone designated by SHOPPE COMPANY, which requirements FRANCHISEE agrees are reasonable in order to reasonably maintain POS SYSTEM uniformity among various HÄAGEN-DAZS® SHOPs.

8.4.1. Collecting POS INFORMATION.

FRANCHISEE shall at all times use the POS SYSTEM to accurately, consistently, and completely capture, record, and structure, all data and information that SHOPPE COMPANY prescribes in the SHOP OPERATIONS MANUAL or otherwise (the "POS INFORMATION").

8.4.2. Franchisor Access to POS INFORMATION.

FRANCHISEE agrees that SHOPPE COMPANY will have the absolute right to retrieve, electronically and manually, any or all of the POS INFORMATION that SHOPPE COMPANY deems necessary or appropriate, or desires. SHOPPE COMPANY may retrieve the POS INFORMATION at intervals and times SHOPPE COMPANY determines, and without any advance notice to FRANCHISEE. FRANCHISEE shall assist SHOPPE COMPANY in initially establishing electronic access to the POS

INFORMATION, and shall thereafter, as required by SHOPPE COMPANY, from time to time provide further assistance in connection with the retrieval of the POS INFORMATION.

8.4.3. Updates, Modifications, and Replacements.

FRANCHISEE shall update or replace software used by the POS SYSTEM, as directed by SHOPPE COMPANY. FRANCHISEE shall make, or at the SHOPPE COMPANY's direction shall permit someone else to make, any programming changes required from time to time by SHOPPE COMPANY. SHOPPE COMPANY may, at any time, but not more frequently than once every three years, require FRANCHISEE to update or replace the entire POS SYSTEM to bring it into conformity with SHOPPE COMPANY's then current approved POS SYSTEM. FRANCHISEE will accomplish the required updates, replacements changes and other modifications within the time-frames SHOPPE COMPANY specifies.

8.4.4. SHOPPE COMPANY's Ownership and Use of POS Information.

FRANCHISEE agrees that all POS INFORMATION provided to SHOPPE COMPANY, whether electronically retrieved or otherwise received, will become SHOPPE COMPANY's property and may be used by SHOPPE COMPANY in any manner SHOPPE COMPANY considers appropriate, provided however that SHOPPE COMPANY will not share POS INFORMATION with other SYSTEM FRANCHISEEs without FRANCHISEE's permission, unless presented in a manner that would not reasonably enable the other FRANCHISEEs to associate the POS INFORMATION to the STORES.

8.4.5. Other Requirements.

If required by SHOPPE COMPANY, then in connection with software for the POS SYSTEM, FRANCHISEE will enter into, and abide by, any software licensing agreements with Franchisor or a third-party software publisher or vendor. If required by SHOPPE COMPANY, then FRANCHISEE will subscribe to a regular maintenance program for the POS SYSTEM.

8.4.6. Acceptance of Credit and Debit Cards

The POS SYSTEM shall include equipment, software, and anything else necessary to make the POS SYSTEM capable of accepting, and FRANCHISEE shall accept, credit cards and debit cards specified by SHOPPE COMPANY, and similar redemption devices specified by SHOPPE COMPANY, that enable purchases to be made without the physical exchange of currency; and FRANCHISEE shall, it its own expense, subscribe to any related processing services designated by SHOPPE COMPANY.

8.4.7. Gift Card Program

FRANCHISEE shall at its own expense participate in any gift card program (or similar gift redemption device program) established by SHOPPE COMPANY, which may involve the issuance and acceptance of gift cards (or other gift redemption devises) through the POS SYSTEM, and may require FRANCHISEE to obtain additional equipment as part of its POS SYSTEM.

Article 9. INSURANCE.

9.1. This Article to Supersede and Amend the FRANCHISE AGREEMENT.

This Article 9 shall supersede and amend any inconsistent provision in the FRANCHISE AGREEMENT. By executing this SATELLITE AGREEMENT, FRANCHISEE agrees to such amendment, acknowledges that such amendment is reasonable, and that FRANCHISEE's willingness to agree to such amendment was a material consideration for SHOPPE COMPANY's willingness to enter into this SATELLITE AGREEMENT. This amendment shall survive any discontinuance of operations at the SATELLITE.

9.2. Coverage Type and Amounts.

FRANCHISEE shall obtain, and during the TERM shall maintain, at FRANCHISEE's expense, Commercial General Liability Insurance, with Products/Completed Operations Insurance coverage, and Blanket Contractual Liability coverage, covering FRANCHISEE's business activities under this

AGREEMENT, having minimum limits of $1,000,000/$1,000,000, with companies reasonably satisfactory to SHOPPE COMPANY. Each insurance policy that FRANCHISEE obtains under this requirement shall be issued in the name of FRANCHISEE, and shall name "The Häagen-Dazs Shoppe Company, Inc." as an additional insured, and if required by the terms of its Leases for the BUSINESS PREMISES, shall name the Landlord as an additional insured.

FRANCHISEE shall defend and hold SHOPPE COMPANY free and harmless during and after the term of this Agreement from any and all claims, causes of action, damages, losses, penalties, or costs with respect to any person or governmental authority arising from, or relating to the operation of the SHOP and SATELLITE. During the term of the FRANCHISE AGREEMENT, SHOPPE COMPANY may periodically increase the minimum limits which FRANCHISEE must maintain pursuant to this Section.

If at any time SHOPPE COMPANY is not in possession of a current certificate of insurance, or receives a notice of cancellation of insurance, FRANCHISEE shall furnish written proof of insurance within five days following SHOPPE COMPANY's demand therefor; if such proof of insurance is not so furnished,

SHOPPE COMPANY may treat such failure as a material breach of the FRANCHISE AGREEMENT. In addition to whatever other remedies may be available to SHOPPE COMPANY under the FRANCHISE AGREEMENT, SHOPPE COMPANY may, but need not, purchase the insurance required hereunder, and bill FRANCHISEE for the costs of obtaining such coverage.

Article 10. **TERMINATION.**

This SATELLITE AGREEMENT shall be deemed terminated, upon the termination of the FRANCHISE AGREEMENT, including by way of expiration, cancellation, or abandonment. Any act, omission, occurrence or event that is cause for termination of the FRANCHISE AGREEMENT, shall be cause for termination of the entire FRANCHISE AGREEMENT, irrespective of whether such act, omission, or occurrence or event occurred at the SHOP or the SATELLITE. Any cause for termination of the FRANCHISE AGREEMENT by SHOPPE COMPANY, occurring upon the premises of the SATELLITE, or in relation to the SATELLITE, shall entitle SHOPPE COMPANY to terminate this SATELLITE AGREEMENT in accordance with the procedures for terminating the FRANCHISE AGREEMENT.

FRANCHISEE may, without being in default of the terms of this SATELLITE AGREEMENT or the FRANCHISE AGREEMENT, at any time prior to the SATELLITE EXPIRATION DATE, permanently cease FRANCHISEE's operation of the SATELLITE upon 60 days advance written notice to SHOPPE COMPANY, as long doing so will not result in a breach of FRANCHISEE's lease for the SHOP. Upon such discontinuance of operations, the rights granted to FRANCHISEE under this SATELLITE AGREEMENT shall cease to exist, and FRANCHISEE shall promptly remove any trade dress, items bearing the MARKS, and SHOPPE COMPANY's proprietary materials from the SATELLITE PREMISES.

Modification to the terms of the FRANCHISE AGREEMENT made by this SATELLITE AGREEMENT shall take effect upon the execution of this SATELLITE AGREEMENT, shall be effective irrespective of whether the SATELLITE is ever established, and shall remain effective for the remaining term of the FRANCHISE AGREEMENT, irrespective of any sooner expiration, cancellation, or other termination of this SATELLITE AGREEMENT.

Article 11. **TRANSFER.**

11.1. "TRANSFER" defined.

For purposes of this Agreement, a "TRANSFER" shall have the meaning accorded that term by the FRANCHISE AGREEMENT.

11.2. No Right to Transfer Apart from the FRANCHISE AGREEMENT.

FRANCHISEE has absolutely no right to TRANSFER any rights or entitlements existing under this SATELLITE AGREEMENT separate and apart from a transfer of the FRANCHISE in accordance with the FRANCHISE AGREEMENT.

Article 12. **LEASE ASSIGNMENT OPTION.**

FRANCHISEE acknowledges that SHOPPE COMPANY has an interest in the continued operation of the SATELLITE for the entire term of the LEASE, and during any and all option terms, renewal terms, or other extensions of the LEASE.

12.1. Conditional Assignment.

FRANCHISEE hereby assigns, transfers and conveys, to SHOPPE COMPANY all right, title and interest of the tenant under the LEASE; provided, however, that this Lease Assignment Option may be exercised solely by SHOPPE COMPANY, only upon the happening of one of the following events:

(a) If FRANCHISEE fails or refuses to cure any breach of the Lease, within 5 business days after written notice of such breach, given by either Landlord or SHOPPE COMPANY.

(b) If this SATELLITE AGREEMENT shall have been terminated on account of FRANCHISEE's breach of this SATELLITE AGREEMENT or the FRANCHISE AGREEMENT.

(c) If FRANCHISEE has an opportunity to extend the term of the LEASE, through the exercise of an option, renewal or otherwise, but shall have declined or failed to take advantage of such opportunity.

(d) If SHOPPE COMPANY offers FRANCHISEE the opportunity to enter into a successive term franchise agreement for a term to take effect on or after the expiration of the FRANCHISE AGREEMENT, and FRANCHISEE elects to decline such offer, or fails to timely accept such offer.

12.2. Exercise of Option.

If SHOPPE COMPANY elects to exercise this Lease Assignment Option, then SHOPPE COMPANY shall do so by giving written notice to FRANCHISEE and the landlord under the LEASE (the "Landlord"), sent by certified or registered mail, and by delivering to the Landlord, together with such notice, an assumption of the terms, conditions and covenants of the Tenant under the Lease to be performed, but not for accrued obligations; except that with respect to a transfer made with SHOPPE COMPANY's consent in accordance with the terms of the FRANCHISE AGREEMENT, the assumption of the terms, conditions and covenants of the Lease on the part of Tenant thereunder to be performed shall be that of the purchaser of the business to whom the Lease is to be conveyed.

12.3. Possession of Premises.

Upon the exercise of this Lease Assignment Option it shall be conclusively presumed that FRANCHISEE is no longer entitled to use or occupancy of the SATELLITE PREMISES and that all of FRANCHISEE's rights in and to the said LEASE have in all respects terminated and are by the terms of this Agreement

assigned to SHOPPE COMPANY, and within 5 days thereafter FRANCHISEE shall vacate the SATELLITE PREMISES.

Article 13. CLAIMS AND DISPUTES.

13.1. This Article to Supersede and Amend the FRANCHISE AGREEMENT.

This ARTICLE 13 shall supersede and amend any inconsistent provision in the FRANCHISE AGREEMENT. By executing this SATELLITE AGREEMENT, FRANCHISEE agrees to such amendment, acknowledges that such amendment is reasonable, and that FRANCHISEE's willingness to agree to such amendment was a material consideration for SHOPPE COMPANY's willingness to enter into this SATELLITE AGREEMENT. This amendment shall survive any discontinuance of operations at the SATELLITE.

13.2. Provisions to be Valid to the Fullest Extent Permitted by the Laws of the Jurisdiction Where the BUSINESS PREMISES is Situated.

Unless invalidated by the laws of the jurisdiction in which the SHOP PREMISES are situated, the following provisions shall govern the resolution of any controversy between FRANCHISEE and SHOPPE COMPANY, in any way related to this FRANCHISE AGREEMENT, or the FRANCHISE to which this FRANCHISE AGREEMENT relates, including any controversy relating to matters leading to the issuance of this FRANCHISE AGREEMENT by SHOPPE COMPANY. In the event any of these provisions is unenforceable for any reason, said provision shall still be considered to determine the intent of the parties.

13.2.1. Limitation of Actions.

Neither party shall bring against the other any claim arising out of or in connection with this FRANCHISE AGREEMENT or the relationship between the parties after three years from the occurrence of the acts or events giving rise to such claim or after any shorter period set forth in any applicable statute of limitations.

13.2.2. No Right to Trial by Jury.

THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

13.2.3. Jurisdiction and Venue.

FRANCHISEE hereby agrees to submit to the jurisdiction of the state and federal courts within the state of Minnesota, and consents to personal jurisdiction in Minnesota. FRANCHISEE hereby waives any objection to venue in the State and Federal Courts of Minnesota, including any objection based upon the convenience of such forum. Any legal action commenced by FRANCHISEE shall be brought either in state court sitting in Hennepin County, Minneapolis, Minnesota, or the United States District Court having concurrent jurisdiction with the state court sitting in Hennepin County, Minneapolis, Minnesota. FRANCHISEE acknowledges that SHOPPE COMPANY has its principal place of business in Minneapolis, and agrees that this provision is reasonable.

13.2.4. Choice of Law.

The following provisions shall control the choice of law to be applied to the interpretation of the FRANCHISE AGREEMENT, this SATELLITE AGREEMENT, and any controversy arising in relation to either.

13.2.4.1. Law to be Applied to the Interpretation of AGREEMENT.

The terms of this AGREEMENT and its related documents shall be construed in accordance with the common law of the State of Minnesota.

13.2.4.2. Law to be Applied to Resolution of Issues Concerning the Unique Relationship Between FRANCHISEE and SHOPPE COMPANY.

The applicable franchise laws, if any, of the jurisdiction in which the SHOP PREMISES are located, or where FRANCHISEE resides, shall govern any obligations between SHOPPE COMPANY and FRANCHISEE, to the extent those franchise laws supplement, displace, or modify the provisions of this AGREEMENT. In construing this provision, it is the intent of the parties that to the extent of a conflict between this AGREEMENT and applicable franchise laws, the applicable franchise laws will be deemed waived to the fullest extent permitted by state or federal law.

13.2.5. Prevailing Party to be Awarded Costs and Attorneys' Fees.

The prevailing party in any action between the parties to this AGREEMENT shall be awarded attorneys' fees and costs.

13.2.6. Notice of Claim as Condition Precedent to Suit.

Under no circumstances shall FRANCHISEE institute any court action in connection with this AGREEMENT, unless at least ninety days prior to such initiation of litigation, FRANCHISEE has provided written notice by certified mail, return receipt requested, to SHOPPE COMPANY, explaining in complete detail what acts, or omissions, FRANCHISEE contends give rise to FRANCHISEE's claim.

FRANCHISEE agrees that the notice required by this provision is a condition precedent to FRANCHISEE's right to initiate litigation. FRANCHISEE agrees that the covenant made herein is a material provision of this Agreement.

Article 14. NOTICE.

14.1. This Article to Supersede and Amend the FRANCHISE AGREEMENT.

This Article 14 shall supersede and amend any inconsistent provision in the FRANCHISE AGREEMENT. By executing this SATELLITE AGREEMENT, FRANCHISEE acknowledges that it agrees to such amendment, that such amendment is reasonable, and that FRANCHISEE's willingness to agree to such amendment was a material consideration for SHOPPE COMPANY's willingness to enter into this SATELLITE AGREEMENT. This amendment shall survive any discontinuance of operations of the SATELLITE.

14.2. Form of NOTICE.

Unless otherwise required by a specific provision of this AGREEMENT, each NOTICE required or permitted hereunder shall be in writing, addressed in accordance with this Article, and sent by United States Postal Service registered or certified mail, return receipt requested; nationally recognized overnight delivery service, requiring a receipt; or served personally. Each NOTICE shall be deemed to be given, delivered or served, upon the mailing or personal service thereof; provided however that any NOTICE of default requiring a cure in 7 or fewer days, will not be effective until such time as it should reasonably have been received by FRANCHISEE, which in no case shall be more than 3 days after being sent if by registered or certified mail, unless a copy of such NOTICE is also sent by confirmed facsimile transmission.

14.3. To SHOPPE COMPANY.

A NOTICE to SHOPPE COMPANY shall be sent to or served personally at the following address:

The Häagen-Dazs Shoppe Company, Inc.
7500 Flying Cloud Drive, Suite 750
Eden Prairie, Minnesota, 55344

Attention: Legal Notices Recipient

SHOPPE COMPANY may from time to time amend its address for NOTICE, by written communication to FRANCHISEE, sent by regular mail, confirmed facsimile transmission, or in any other manner permitted for written communications under this AGREEMENT.

14.4. To FRANCHISEE.

A NOTICE to FRANCHISEE shall be effective if sent to either the SHOP, or the last known mailing address of FRANCHISEE, or if there is more than one individual or entity collectively identified as FRANCHISEE, then the last known mailing address of any one of them. FRANCHISEE, or if there is more than one individual or entity collectively identified as FRANCHISEE, then each of them, shall amend its mailing address (which in the case of a natural person must be such person's principal residential address) within 30 days of any change by NOTICE to SHOPPE COMPANY, sent by regular mail.

Article 15. NO REPRESENTATIONS BY SHOPPE COMPANY.

FRANCHISEE acknowledges and represents that in deciding to execute this AGREEMENT, FRANCHISEE has not relied upon any representations by any representative of SHOPPE COMPANY, except such representations as are contained in the Häagen-Dazs Franchise Disclosure Document which was provided to FRANCHISEE prior to FRANCHISEE's execution of this AGREEMENT.

Article 16. PRIOR PAYMENTS.

FRANCHISEE acknowledges and agrees that, prior to the execution of this AGREEMENT, FRANCHISEE did not pay any money or other consideration to SHOPPE COMPANY or a representative of SHOPPE COMPANY in connection with this AGREEMENT or the SATELLITE.

Article 17. NO EXTRINSIC MODIFICATIONS.

FRANCHISEE acknowledges and agrees that this SATELLITE AGREEMENT contains all terms that are material to FRANCHISEE's development of the SATELLITE, up to and including the point of FRANCHISEE's execution of this SATELLITE AGREEMENT. FRANCHISEE agrees that no evidence extrinsic to this SATELLITE AGREEMENT, other than the Häagen-Dazs Franchise Disclosure Document most recently provided to FRANCHISEE before FRANCHISEE signed this SATELLITE AGREEMENT, may be used or admitted to vary FRANCHISEE's understanding of this SATELLITE AGREEMENT. Nothing in this SATELLITE AGREEMENT or any related agreement is intended to disclaim the representations SHOPPE COMPANY made to you in the Franchise Disclosure Document that SHOPPE COMPANY furnished FRANCHISEE most recently before FRANCHISEE signed this SATELLITE AGREEMENT.

Article 18. ALL MODIFICATIONS TO BE IN WRITING AND SIGNED.

None of SHOPPE COMPANY's obligations hereunder may be modified or waived, except in a writing signed by a duly authorized SHOPPE COMPANY representative. No SHOPPE COMPANY representative of has the authority to waive or modify the requirement imposed by the preceding sentence.

Article 19. NO CLAIMS.

FRANCHISEE acknowledges that at the time of executing this Agreement, FRANCHISEE is not aware of any acts or omissions of SHOPPE COMPANY, or its affiliates or agents, that would in any way give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents.

Article 20. NO DEFAULTS BY FRANCHISEE.

FRANCHISEE represents that to the best of FRANCHISEE's knowledge, FRANCHISEE is not presently in default of any obligations owed to SHOPPE COMPANY under the FRANCHISE AGREEMENT or any other existing agreement, or other contract in relation to which FRANCHISEE is a party.

Article 21. **NOT EFFECTIVE UNTIL FULLY EXECUTED.**

This SATELLITE AGREEMENT shall not be effective until fully executed by SHOPPE COMPANY.

FRANCHISEE

Witnessed By	Franchisee:	(Date)
Witnessed By	Franchisee:	(Date)
Witnessed By	Franchisee:	(Date)
Witnessed By	Franchisee:	(Date)

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

Witnessed By

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

HÄAGEN-DAZS HOSPITALITY AGREEMENT

HÄAGEN-DAZS HOSPITALITY AGREEMENT

HOSPITALITY PROJECT / SHOP #_____

This Häagen-Dazs Hospitality Agreement (this "AGREEMENT") is entered into as of the [Day] day of [Month], [Year], by and between The Häagen-Dazs Shoppe Company, Inc., a New Jersey corporation, with its principal place of business at 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344 ("SHOPPE COMPANY"), and:

[Name] [Address]
[Name] [Address]
[Name] [Address]
[Name] [Address]

("FRANCHISEE").

Subject to the terms and conditions set forth in this AGREEMENT, FRANCHISEE will develop a HOSPITALITY SHOP at the following location:

[Specific Location]	(the "SHOP PREMISES")
[Facility]	(the "FACILITY")
[Term Length]	(the "TERM LENGTH")

[Address for Notices] _____ _____ _____	("FRANCHISEE'S ADDRESS FOR NOTICES")
Facsimile Number: [Facsimile Number for Notices]	

FRANCHISEE acknowledges that the information on this page (the "COVER SHEET") is material, and accurately reflects FRANCHISEE's understanding.

HÄAGEN-DAZS® HOSPITALITY AGREEMENT

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Article 1. INTRODUCTION

1.1. The SYSTEM.

SHOPPE COMPANY has through the investment of considerable time and money developed a unique and distinctive system of high quality ice cream shops (the "SYSTEM") operated in association with the MARKS prominently featuring the sale of HÄAGEN-DAZS® PRODUCTS and menu items prepared with HÄAGEN-DAZS® PRODUCTS. The SYSTEM includes proprietary and distinctive products, product specifications, ingredients, menu items, recipes, techniques, training methods, production methods, operating methods, designs and décor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, and customer service requirements (the "SYSTEM STANDARDS"), all of which may be modified from time to time by SHOPPE COMPANY, and which are directed toward promoting HÄAGEN-DAZS® PRODUCTS in a manner that will enhance the goodwill associated with the MARKS and the SYSTEM.

1.2. FRANCHISEE's Desire to be Part of the SYSTEM.

FRANCHISEE desires to be part of the SYSTEM and to establish, own and operate a HÄAGEN-DAZS® SHOP at the SHOP PREMISES, located at or within the FACILITY, subject to and in accordance with all of the terms and conditions of this AGREEMENT, and in adherence and conformity to the SYSTEM STANDARDS.

1.3. SHOPPE COMPANY's Desire to Grant FRANCHISE.

SHOPPE COMPANY desires to grant FRANCHISEE a franchise to establish and operate a HÄAGEN-DAZS® SHOP at the SHOP PREMISES, subject to the terms and conditions of this AGREEMENT, and conditioned upon FRANCHISEE's continual adherence and conformity to the SYSTEM STANDARDS.

1.4. Agreement of the Parties.

Consistent with these introductory Sections, and in consideration of the mutual promises and covenants contained in this AGREEMENT, SHOPPE COMPANY and FRANCHISEE agree to be bound by the terms of this AGREEMENT.

Article 2. CERTAIN DEFINITIONS

For the purposes of this AGREEMENT, the following terms shall have the following meanings:

2.1. HÄAGEN-DAZS® PRODUCTS.

"HÄAGEN-DAZS® PRODUCTS" means Häagen-Dazs® brand ice cream, sorbet, frozen yogurt, other frozen dessert products and other food items, manufactured under a license from the owner of the MARKS, for distribution and sale in association with the MARKS, as modified, added to, or deleted from time to time by SHOPPE COMPANY.

2.2. HÄAGEN-DAZS® SHOP.

"HÄAGEN-DAZS® SHOP" means a retail ice cream store operated as part of the SYSTEM, either directly by SHOPPE COMPANY, or under a written franchise agreement granted by SHOPPE COMPANY, and includes a HOSPITALITY SHOP.

2.3. **MARKS.**

"MARKS" means the Häagen-Dazs name and trademarks, service marks, logos, trade dress, and other commercial symbols.

2.4. **NOTICE.**

"NOTICE" means a communication satisfying the requirements of ARTICLE 17.

2.5. **SHOP.**

The "SHOP" means the HOSPITALITY SHOP established and operated by FRANCHISEE under the terms of this AGREEMENT. For the purposes of determining compliance with the SYSTEM STANDARDS, the "SHOP" also includes any facility, whether or not a part of the SHOP PREMISES, where SHOPPE COMPANY permits FRANCHISEE to store, handle or display food, or other items, which are sold or used at the SHOP.

2.6. **HOSPITALITY SHOP.**

A "HOSPITALITY SHOP" means a HÄAGEN-DAZS® SHOP, usually offering a limited selection of HÄAGEN-DAZS® PRODUCTS, and menu items, typically located in a commercial environment where the development of a full-scale HÄAGEN-DAZS® SHOP would be unusual.

2.7. **SYSTEM STANDARDS.**

References in this AGREEMENT to "SYSTEM STANDARDS" shall be understood to refer to those specific SYSTEM STANDARDS that SHOPPE COMPANY has determined to be applicable to the SHOP as a HOSPITALITY SHOP.

Article 3. SHOP CONSTRUCTION

FRANCHISEE will adhere to SHOPPE COMPANY's procedures and requirements for the design and construction of the SHOP at the SHOP PREMISES, and, in particular:

(a) FRANCHISEE will at its own expense, using qualified construction tradespersons, construct the SHOP in conformity to the design criteria that SHOPPE COMPANY specifies for a HOSPITALITY SHOP, which will include certain specified equipment, signage, and display of the MARKS.

(b) FRANCHISEE will ensure that that the SHOP is constructed in full compliance with any applicable national, state, and local requirements, including those imposed by building codes, safety codes, health and sanitary codes, and the Americans with Disabilities Act. FRANCHISEE acknowledges that SHOPPE COMPANY's review of design and construction documents is solely for the purpose of determining aesthetic adherence to SHOPPE COMPANY's design requirements, and shall not be construed as an assessment as to whether the design or construction documents comply with any of the foregoing legal requirements.

(c) During construction of the SHOP, FRANCHISEE: (i) shall require any contractor it hires to construct the SHOP to have liability insurance of at least $1,000,000/$1,000,000, and shall have SHOPPE COMPANY named as an additional insured under such policy; (ii) shall obtain permits, licenses, and enter into contracts in FRANCHISEE's own name, and

shall not in any way purport to bind, or contract on behalf of SHOPPE COMPANY. FRANCHISEE shall defend, indemnify, and hold SHOPPE COMPANY harmless from all claims, demands, and causes of action arising out of or in relation to the development and construction of the SHOP.

Article 4. GRANT

4.1. The "FRANCHISE."

Subject to the provisions of this AGREEMENT, SHOPPE COMPANY hereby grants FRANCHISEE the personal, limited right and license (the "FRANCHISE") to, during the TERM, operate the SHOP, at the SHOP PREMISES, in association with the MARKS, and in compliance with the SYSTEM STANDARDS.

4.2. No Right to Relocate, or Conduct Sales Away from the SHOP.

This AGREEMENT does not grant FRANCHISEE any right to relocate the SHOP. This AGREEMENT does not grant FRANCHISEE any right to sell any goods or services associated with the MARKS or the SYSTEM, except on a retail basis from the SHOP. Without limiting the foregoing, this AGREEMENT does not grant FRANCHISEE any right to engage in wholesale sales, mail order sales, catalog sales, special events sales, catering, Internet-based sales (e-Commerce), or any other sale to a customer who is not physically present in the SHOP at the time of purchase. If SHOPPE COMPANY from time to time permits FRANCHISEE to engage in any sales away from the SHOP, then those sales shall not alter the non-exclusive nature of this AGREEMENT, and FRANCHISEE shall fully adhere to SHOPPE COMPANY's requirements and policies pertaining to those sales away from the SHOP, which shall be deemed to be a part of the SYSTEM STANDARDS to which FRANCHISEE shall adhere.

4.3. Exclusive Territory.

During the TERM, SHOPPE COMPANY will not establish or license a third-party to establish another HÄAGEN-DAZS® SHOP within the FACILITY, subject to the following limitations and reservations:

(a) The exclusive territory contemplated by this Section 4.3 shall be based on, and extend only to, the physical limits of the FACILITY as of the date of this AGREEMENT.

(b) FRANCHISEE acknowledges and agrees that this Section 4.3, entitles FRANCHISEE only to the reasonable expectation that, during the TERM, so long as FRANCHISEE is in compliance with all the terms of this AGREEMENT, SHOPPE COMPANY will not establish, or license a third-party to establish another HÄAGEN-DAZS® SHOP within the FACILITY.

(c) Nothing in this AGREEMENT grants FRANCHISEE the right to be the only retailer of HÄAGEN-DAZS® PRODUCTS within the FACILITY. SHOPPE COMPANY, for itself, the owner of the MARKS, and their respective direct and indirect licensees, retain the absolute right to distribute goods and services using the MARKS or other trademarks, service marks, trade names, logos and commercial symbols, through any other distribution methods or channels they choose, including but not limited to restaurants, retail grocery and convenience stores, and ice cream shops other than a another HÄAGEN-DAZS® SHOP, within the FACILITY. SHOPPE COMPANY also retains the absolute right to engage in, and permit third parties including other SYSTEM franchisees to engage in, certain selling activities, within the FACILITY, including without limitation, sales at

special events, catered events, and places not open to the general public, and sales to persons or businesses located within the FACILITY.

Article 5. COMMENCEMENT, TERM AND RENEWAL

5.1. The "TERM."

The term of the FRANCHISE (the "TERM") will be for the TERM LENGTH set forth on the COVER SHEET, beginning the day the SHOP first opens for business or the OUTSIDE OPENING DATE determined under Section 0, whichever is earlier (the "COMMENCEMENT DATE"). This Agreement will expire on the final day of the TERM (the "EXPIRATION DATE") unless this AGREEMENT is sooner cancelled or terminated in accordance with its provisions.

5.2. Commencement of Operations.

FRANCHISEE shall exert its best efforts to open the SHOP on or before the day that is exactly 6 months from the date of this AGREEMENT (appearing on the top of the COVER SHEET) (the "OUTSIDE OPENING DATE"). Irrespective of the cause of any delay, if FRANCHISEE fails to open the SHOP for business by the OUTSIDE OPENING DATE, then, SHOPPE COMPANY shall have the absolute right to elect to:

(a) permit FRANCHISEE additional time to open SHOP under this AGREEMENT, in which case SHOPPE COMPANY may, but shall not be obligated to, postpone the COMMENCEMENT DATE; or

(b) require FRANCHISEE to enter into SHOPPE COMPANY's most current form of franchise agreement in replacement of this AGREEMENT, and permit FRANCHISEE additional time to open SHOP, in which case SHOPPE COMPANY may at its election require that the EXPIRATION DATE remain the same, or may extend the EXPIRATION DATE; or

(c) cancel this AGREEMENT, in which case SHOPPE COMPANY shall have no further obligations to FRANCHISEE under this AGREEMENT.

5.3. No Opportunity to Renew.

FRANCHISEE acknowledges and agrees that this AGREEMENT confers no right to continuation, renewal, or a subsequent franchise agreement on or after the EXPIRATION DATE.

Article 6. SHOPPE COMPANY'S OBLIGATIONS

Except as explicitly set forth in this Article 6, or explicitly contemplated by a particular provision of this AGREEMENT, SHOPPE COMPANY has no obligations to FRANCHISEE under this AGREEMENT.

6.1. Design Requirements.

In connection with the initial construction of the SHOP, SHOPPE COMPANY shall, at no charge to FRANCHISEE, provide FRANCHISEE with SHOPPE COMPANY standard criteria for the design and configuration of a typical HOSPITALITY SHOP.

6.2. **Training.**

Before the initial opening of the SHOP, SHOPPE COMPANY shall, at no charge to FRANCHISEE, provide FRANCHISEE with initial training for the DESIGNATED SHOP MANAGER and up to one additional person in accordance with Section 9.3.1.

6.3. **SHOP OPERATIONS MANUAL.**

During the TERM, SHOPPE COMPANY shall at no charge loan one copy of the SHOP OPERATIONS MANUAL to FRANCHISEE in accordance with Article 8.

6.4. **Final Inspection.**

At a mutually convenient time agreed upon sufficiently in advance of the initial opening of the SHOP, SHOPPE COMPANY shall, at no charge to FRANCHISEE, inspect the SHOP to determine that it reasonably conforms SHOPPE COMPANY's design criteria.

6.5. **Opening Assistance.**

Before and in connection with the initial opening of the SHOP, SHOPPE COMPANY shall, at no charge, provide FRANCHISEE with such pre-opening and opening assistance and guidance as SHOPPE COMPANY deems appropriate.

6.6. **Ongoing Source of HÄAGEN-DAZS® PRODUCTS and Other Products.**

During the TERM, SHOPPE COMPANY will designate a source from which FRANCHISEE shall purchase HÄAGEN-DAZS® PRODUCTS, and will designate or approve sources for other items purchased by FRANCHISEE in connection with the operation of the SHOP, as more particularly described under Section 9.7.

6.7. **Ongoing Advice and Assistance.**

During the TERM, SHOPPE COMPANY shall, at no charge, from time to time provide FRANCHISEE with such advisory assistance, information, techniques, data, and instructional materials concerning the sale of items from the SHOP, operation of the SHOP, marketing programs applicable to the SYSTEM, local marketing of the SHOP, and adherence to the SYSTEM STANDARDS as SHOPPE COMPANY deems advisable.

Article 7. FEES

7.1. **"CONTINUING FRANCHISE FEE."**

FRANCHISEE acknowledges that it is common for franchise agreements to require the payment of an initial franchise at time of signing, in connection with the initial establishment of the franchised business. In lieu of an initial franchise fee, FRANCHISEE shall pay SHOPPE COMPANY a continuing franchise fee (the "CONTINUING FRANCHISE FEE") in the amount of $1.00 per each gallon of HÄAGEN-DAZS® PRODUCTS purchased for use at or sale from, or otherwise utilized in connection with the SHOP.

7.2. **"ROYALTY."**

In addition to the CONTINUING FRANCHISE FEE, FRANCHISEE shall pay SHOPPE COMPANY a continuing royalty fee (the "ROYALTY"), for the continuing right to operate the SHOP in association with the MARKS and the SYSTEM. The ROYALTY shall be an amount equal to a 1967 base of $.40 per gallon (adjusted as set forth herein) of HÄAGEN-DAZS® PRODUCTS purchased for, or employed in, the preparation or sale of products from the SHOP. For each calendar year after 1967, such royalty rate shall be adjusted in accordance with the following formula: $.01 shall be added to or subtracted from such royalty for each full 3.0 change during the previous calendar year in the U.S. Bureau of Labor Statistics Consumer Price Index, For All Urban Consumers, U.S. City Average ("1967" equals 100), from a base of 196.7; provided, however, that in no event shall the said royalty be less than $.40 per gallon. If publication of the Index referred to above is terminated, SHOPPE COMPANY shall be entitled to designate and use another Index to calculate fluctuations in royalties payable hereunder.

7.3. **"GENERAL MARKETING CONTRIBUTION."**

FRANCHISEE shall pay a continuing fee (the "GENERAL MARKETING CONTRIBUTION") in the amount of $0.20 per each gallon of HÄAGEN-DAZS® PRODUCTS purchased for use at or sale from, or otherwise utilized in connection with the SHOP, to be used by SHOPPE COMPANY as more particularly described by this Section 7.3. The GENERAL MARKETING CONTRIBUTION together with amounts collected from other SYSTEM franchisees, will be added to a fund (the "MARKETING FUND") used, as determined solely by SHOPPE COMPANY, for advertising, sales promotions, research and public relations related to the SYSTEM. SHOPPE COMPANY may select advertising and promotional materials, programs, media, and advertising and other agencies for and to which expenditures from the MARKETING FUND are made. Expenditures or benefits derived by FRANCHISEE from the MARKETING FUND may not and need not be in proportion to FRANCHISEE's contributions. SHOPPE COMPANY may compensate itself and/or its affiliates out of the MARKETING FUND for the reasonable expense of administering and promoting advertising and sales promotion programs. SHOPPE COMPANY is not obligated to maintain the MARKETING FUND in a segregated financial account, shall not be deemed a trustee of the MARKETING FUND, and shall not be deemed a fiduciary by virtue of its control over the MARKETING FUND. FRANCHISEE further acknowledges that there may be marketing programs and elements of marketing programs created with the MARKETING FUND that will not be of use to FRANCHISEE due to the nature of the SHOP being a HOSPITALITY SHOP.

7.4. **PRODUCT BASED PAYMENTS; When Due.**

Unless SHOPPE COMPANY establishes a different due date, CONTINUING FRANCHISE FEE payments ROYALTY payments, and GENERAL MARKETING CONTRIBUTION payments (collectively the "PRODUCT BASED PAYMENTS") are due at the same time as payment for the underlying HÄAGEN-DAZS® PRODUCTS, and SHOPPE COMPANY may separately invoice FRANCHISEE for the PRODUCT BASED PAYMENTS, or may arrange for the PRODUCT BASED PAYMENTS to be invoiced as part of the invoice for the underlying HÄAGEN-DAZS® PRODUCTS. Franchisee agrees to pay PRODUCT BASED PAYMENTS promptly upon presentation of invoices and pursuant to the terms thereof.

7.5. **No Rights of Set-Off.**

FRANCHISEE may not reduce any payment required to be made to SHOPPE COMPANY under this Article 7, on account of any money SHOPPE COMPANY owes FRANCHISEE under this AGREEMENT, or otherwise.

7.6. **Late Payment.**

To compensate SHOPPE COMPANY (or its affiliates) for the loss of use of funds that FRANCHISEE must pay SHOPPE COMPANY (or its affiliates) under this AGREEMENT, the principal portion of any payment that FRANCHISEE does not make to SHOPPE COMPANY (or its affiliates), when due, shall bear interest from the due date until paid at, the lesser of eighteen percent (18%) per annum or the highest contract rate of interest allowed by the law of the state where the SHOP is located. To compensate SHOPPE COMPANY (or its affiliates) for the administrative expenses incurred in connection with delinquent obligations (unless prohibited by law), SHOPPE COMPANY may also require FRANCHISEE to pay a late charge equal to ten percent (10%) of each payment that is late. SHOPPE COMPANY (and its affiliates) shall also be entitled to recover the costs and expenses, including reasonable attorneys' fees, incurred in collection of past due amounts. FRANCHISEE shall also be responsible for payment of any bank charges, late fees, penalties, or similar charges incurred by SHOPPE COMPANY (or its affiliates) as a result of any dishonored bank check, stop payment order, electronic funds debit rejection, or similar occurrence in connection with any amount payable under this AGREEMENT. Without limiting the foregoing, the provisions of this Section 7.6 will apply to FRANCHISEE's purchase of HÄAGEN-DAZS® PRODUCTS from SHOPPE COMPANY's affiliates.

Article 8. CONFIDENTIAL MANUAL AND INFORMATION

8.1. **"SHOP OPERATIONS MANUAL" Defined.**

The "SHOP OPERATIONS MANUAL" is a copyrighted manual of procedures, business information, confidential and proprietary information, and trade secrets pertaining to the SYSTEM, and forming a substantial portion of the SYSTEM STANDARDS.

8.2. **Ownership, Possession and Control of SHOP OPERATIONS MANUAL.**

The SHOP OPERATIONS MANUAL shall at all times remain the property of SHOPPE COMPANY. One copy of the SHOP OPERATIONS MANUAL will be loaned to FRANCHISEE for use only in connection with the SHOP. The SHOP OPERATIONS MANUAL must be kept in a secure place in the SHOP at all times. FRANCHISEE may not disclose the contents of the SHOP OPERATIONS MANUAL, in whole or in part, to any person other than FRANCHISEE's employees as may be necessary to discharge FRANCHISEE's obligations under this AGREEMENT. FRANCHISEE may not use the SHOP OPERATIONS MANUAL or its contents, in whole or in part, for any purpose other than to discharge its obligations under this AGREEMENT. Except as expressly permitted by SHOPPE COMPANY, FRANCHISEE may not copy or disseminate the SHOP OPERATIONS MANUAL, in whole or in part, and must implement reasonable security measures directed to accomplishing the requirements of this Section 8.2.

8.3. **Revisions to SHOP OPERATIONS MANUAL.**

SHOPPE COMPANY reserves the right to add to, revise or rescind various portions of the SHOP OPERATIONS MANUAL periodically, and FRANCHISEE shall implement such changes when made, even if additional investment or expenditures are required. FRANCHISEE shall keep FRANCHISEE's copy of the SHOP OPERATIONS MANUAL current, and shall destroy superseded provisions of the SHOP OPERATIONS MANUAL. If there is a conflict between FRANCHISEE's copy of the SHOP OPERATIONS MANUAL and the master copy of the SHOP OPERATIONS MANUAL maintained by SHOPPE COMPANY, then the master copy maintained by SHOPPE COMPANY shall control.

8.4. **Applicability to HOSPITALITY SHOP.**

FRANCHISEE acknowledges that the SHOP OPERATIONS MANUAL includes information that will not be applicable to the SHOP, due to the limited nature of its operations as a HOSPITALITY SHOP. FRANCHISEE will not, by virtue of the SHOP OPERATIONS MANUAL, be entitled to offer any items from the SHOP that are not within the scope of the HOSPITALITY SHOP program, as same may be modified from time to time by SHOPPE COMPANY. SHOPPE COMPANY may, but shall have no obligation to, issue an abbreviated SHOP OPERATIONS MANUAL applicable specifically to HOSPITALITY SHOPs, in which case references in this AGREEMENT to the SHOP OPERATIONS MANUAL shall mean the abbreviated SHOP OPERATIONS MANUAL.

8.5. **Confidential Information.**

FRANCHISEE acknowledges that SHOPPE COMPANY will from time to time provide FRANCHISEE with information that is confidential in nature, and that if disclosed to third parties might adversely impact the ability of SHOPPE COMPANY or SYSTEM franchisees to remain competitive. FRANCHISEE agrees that, unless otherwise determined by SHOPPE COMPANY, the marketing strategies and programs developed by SHOPPE COMPANY shall be treated as confidential until publicly disseminated in accordance with the instructions of SHOPPE COMPANY. FRANCHISEE shall not disclose any confidential information to any person other than FRANCHISEE's employees as may be necessary to discharge FRANCHISEE's obligations hereunder, and FRANCHISEE agrees not to use any such confidential information for any purpose other than to discharge its obligations under this AGREEMENT.

Article 9. SYSTEM STANDARDS

FRANCHISEE shall, at all times during the TERM, continuously and faithfully operate the SHOP in full compliance with the SYSTEM STANDARDS.

9.1. **SHOP OPERATIONS MANUAL.**

In order to protect and enhance the reputation and goodwill associated with the MARKS and the SYSTEM, and to maintain SYSTEM uniformity and the SYSTEM STANDARDS, FRANCHISEE shall at all times conduct the operations of the SHOP in accordance with the SHOP OPERATIONS MANUAL.

9.2. **DESIGNATED SHOP MANAGER.**

FRANCHISEE shall at all times have a person designated as having primary responsibility for the day to day operation of the SHOP (the "DESIGNATED SHOP MANAGER") in accordance with this AGREEMENT and the SYSTEM STANDARDS, who shall be reasonably acceptable to SHOPPE COMPANY (including, but not limited to, the requirement that such individual possess sufficient experience in the management of a retail business, as determined by SHOPPE COMPANY in its sole discretion), and who has successfully completed the SHOPPE COMPANY training program and continues to satisfy the training requirements under Section 9.3.

9.3. **Training.**

In order to safeguard the MARKS and the SYSTEM STANDARDS, FRANCHISEE shall at all times employ an adequately trained staff to properly operate the SHOP in accordance with the SYSTEM STANDARDS.

9.3.1. **Initial Training**

SHOPPE COMPANY shall at the same time provide training for the first DESIGNATED SHOP MANAGER and, if desired by FRANCHISEE, or necessary in order for FRANCHISEE to satisfy the best efforts requirements under Section 9.4, one other person selected by FRANCHISEE and reasonably acceptable to SHOPPE COMPANY, in the principal aspects of establishing and operating a HÄAGEN-DAZS® SHOP, the handling of HÄAGEN-DAZS® PRODUCTS, and the preparation and sale of HÄAGEN-DAZS® SHOP menu items. Specific training procedures and requirements are set forth in the SHOP OPERATIONS MANUAL. This AGREEMENT is issued on the condition that the initial DESIGNATED SHOP MANAGER, and any person FRANCHISEE later desires to make the DESIGNATED SHOP MANAGER, completes training to the satisfaction of SHOPPE COMPANY.

9.3.2. **Remedial Training.**

In lieu of declaring a default under this AGREEMENT, or terminating this AGREEMENT for material breach, or at the same time as declaring a default under this AGREEMENT, SHOPPE COMPANY shall have the absolute right, but not the obligation, to direct FRANCHISEE by NOTICE to have the DESIGNATED SHOP MANAGER attend training directed toward curing specific operational deficiencies; and may require FRANCHISEE to reimburse SHOPPE COMPANY for the reasonable costs of that remedial training.

9.3.3. **Expenses of Attendance at Training.**

FRANCHISEE is solely responsible for travel and living expenses in connection with any training provided by SHOPPE COMPANY under this AGREEMENT, as well as any wages and salaries payable to FRANCHISEE's employees while attending training.

9.4. **Best Efforts.**

The DESIGNATED SHOP MANAGER shall have successfully completed SHOPPE COMPANY's training program, shall be responsible for overseeing the day to day management and operation of the SHOP, and, unless otherwise agreed upon in writing by SHOPPE COMPANY, shall be employed by FRANCHISEE, on a full time (40 hour per week) basis, at the FACILITY.

9.5. **SHOP Employees.**

The SHOP shall be staffed with qualified, competent employees trained by the DESIGNATED SHOP MANAGER, and who are employed solely by FRANCHISEE and not by SHOPPE COMPANY. FRANCHISEE is solely responsible for hiring and discharging employees of the SHOP, and setting their wages and terms of employment. FRANCHISEE shall comply with all applicable laws and regulations, including, but not limited to, workers' compensation laws. FRANCHISEE shall require employees to wear such uniforms or attire as SHOPPE COMPANY prescribes periodically in the case of a HOSPITALITY SHOP, or otherwise permits in the case of the SHOP, in writing; and otherwise comply with the ongoing SYSTEM STANDARDS. All employment related documents, including, without limitation, employment applications, schedules, job descriptions, and pay checks, must clearly identify FRANCHISEE, and not SHOPPE COMPANY, as the employer, and shall not contain any of the MARKS.

9.6. **Operations and Product Standards.**

Unless SHOPPE COMPANY specifically permits otherwise, in writing, FRANCHISEE shall offer for sale from the SHOP the entire menu prescribed periodically by SHOPPE COMPANY for a HOSPITALITY SHOP. FRANCHISEE may prepare and sell from the SHOP only the products and services that SHOPPE COMPANY approves periodically for sale from a HOSPITALITY SHOP, and no other products, services, or business may be offered or conducted at or from the SHOP. FRANCHISEE will at all times maintain an inventory of food and drink products and other supplies adequate to satisfy customer demand for products and services required to be sold at the SHOP. FRANCHISEE will employ only such supplies, ingredients, recipes, formulas and products, and shall offer products for sale only in such portions, appearance and packaging, as SHOPPE COMPANY periodically designates. FRANCHISEE will adhere to the requirements for food storage, handling, preparation, merchandising, presentation, display and sale, and daily SHOP operations, described in the SHOP OPERATIONS MANUAL or otherwise communicated by SHOPPE COMPANY. If FRANCHISEE fails to conduct its business in accordance with the requirements of this Section 9.6, then, without limiting the rights of SHOPPE COMPANY under this AGREEMENT, SHOPPE COMPANY may, without terminating this AGREEMENT, temporarily suspend FRANCHISEE's right to operate under this AGREEMENT, or temporarily or permanently suspend FRANCHISEE's right to sell certain products under this AGREEMENT, so long as such suspension is reasonably related to FRANCHISEE's failure to comply with the requirements of this Section 9.6, bringing FRANCHISEE into compliance with this Section 9.6, or the health or safety of the public.

9.7. **Sources of Supply.**

In order to safeguard the integrity of the MARKS, and to maintain the uniformity and quality of items associated with the SYSTEM, FRANCHISEE shall only purchase food, supplies, fixtures, equipment, furnishing, signs and other items for use in the SHOP in accordance with the following provisions.

9.7.1. **HÄAGEN-DAZS® PRODUCTS.**

FRANCHISEE acknowledges that the HÄAGEN-DAZS® PRODUCTS used in, and offered and sold from the SHOP, as authorized by SHOPPE COMPANY from time to time, are manufactured using proprietary recipes and processes, and are an inseparable and essential element of the FRANCHISE. In order to protect the interests of SHOPPE COMPANY, the owner of the MARKS, and their respective licensees, and to ensure the quality, uniformity, and distinctiveness of the HÄAGEN-DAZS® PRODUCTS, FRANCHISEE agrees to purchase its entire requirements of HÄAGEN-DAZS® PRODUCTS from SHOPPE COMPANY or the supplier designated by SHOPPE COMPANY, at prices, determined by SHOPPE COMPANY or its designated supplier, and which may result in revenues and profits, directly or indirectly, to SHOPPE COMPANY, the designated supplier, and the owner of the MARKS, all of whom FRANCHISEE agrees are entitled to receive such revenues and profits.

9.7.2. **Other Food and Beverage Products.**

FRANCHISEE shall purchase only food and beverage products (other than the HÄAGEN-DAZS® PRODUCTS purchased in accordance with Section 9.7.1) that have been approved in advance by SHOPPE COMPANY, in writing, in the SHOP OPERATIONS MANUAL or otherwise, originating from sources that have demonstrated to the reasonable continuing satisfaction of SHOPPE COMPANY that they are able to manufacture the products to the standards and specifications of SHOPPE COMPANY. Unless SHOPPE COMPANY requires

FRANCHISEE to purchase any approved product form a particular distributor, FRANCHISEE may purchase approved products from any reputable distributor.

9.7.3. **Supplies and Equipment.**

FRANCHISEE shall only purchase paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies for use in the SHOP that have been approved in advance by SHOPPE COMPANY, from sources that have been approved in advance by SHOPPE COMPANY. SHOPPE COMPANY will, when appropriate, as determined solely by SHOPPE COMPANY grant a manufacturer of certain approved items a license to print specified text and the MARKS on those items, in the manner and format established periodically by SHOPPE COMPANY. FRANCHISEE shall not use paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies at the SHOP, which do not bear the text and the MARKS required by SHOPPE COMPANY, in the manner and format required and approved in advance by SHOPPE COMPANY.

9.7.4. **Procedures for Seeking Approval of Suppliers and Products.**

Other than with respect to the HÄAGEN-DAZS® PRODUCTS, and any other branded food and beverage items sold or used in the SHOP, if FRANCHISEE desires to purchase a product that is not approved, but which FRANCHISEE believes to conform to SHOPPE COMPANY's specifications, then FRANCHISEE shall submit a written request for approval to SHOPPE COMPANY with any documentation that SHOPPE COMPANY may reasonably require to determine conformity to the relevant specifications. SHOPPE COMPANY shall have the right to require that its representatives be permitted to inspect the proposed supplier's facilities, and that samples from the supplier be delivered to SHOPPE COMPANY or its designee for evaluation and testing. The reasonable costs of evaluation and testing shall be paid by FRANCHISEE. Within 90 days after receipt of the request, and the completion of any evaluation and testing required by SHOPPE COMPANY, SHOPPE COMPANY will notify FRANCHISEE of its decision in writing. Approval shall not be unreasonably withheld, but SHOPPE COMPANY may withhold its approval for any good reason, including that, in the opinion of SHOPPE COMPANY, a sufficient number of products conforming to the same specification have already been approved.

9.7.5. **Vendor Rebates.**

SHOPPE COMPANY shall have the right to periodically enter into agreements with vendors, suppliers and distributors, who provide products and services to FRANCHISEE, contemplating the payment of a rebate or other consideration to SHOPPE COMPANY on account of FRANCHISEE's purchases. SHOPPE COMPANY will have the right to use rebates, and other monetary consideration received, for any purpose for which it may use the GENERAL MARKETING CONTRIBUTION under Section 7.3, or for any other purpose SHOPPE COMPANY desires, without regard to whether such purpose is of any direct or indirect benefit to FRANCHISEE.

9.8. **Participation in Marketing Programs.**

FRANCHISEE acknowledges that FRANCHISEE's participation in promotions and marketing programs established by SHOPPE COMPANY is important to enhance the value, recognition, and reputation of the MARKS and the SYSTEM. FRANCHISEE covenants and agrees that FRANCHISEE will in good faith consider participating in any promotions and marketing promotions that are appropriate to the SHOP; provided that FRANCHISEE shall have the right and obligation to decline to participate in

all or any part of any promotion or marketing program, which, due to the laws applicable to the SHOP, would render FRANCHISEE's participation unlawful.

9.9. **Compliance with Laws, Health & Safety Requirements.**

FRANCHISEE shall fully, strictly and faithfully comply with all laws (including, but not limited to, statutes, ordinances, regulations, and governmental orders) affecting FRANCHISEE's operation of the SHOP; in particular, FRANCHISEE shall operate and maintain the SHOP and its premises in strict compliance with all applicable health, sanitation, fire and safety codes and requirements. If any law affecting FRANCHISEE's operation of the SHOP sets a standard that is different than the SYSTEM STANDARDS, then FRANCHISEE shall satisfy the higher standard; if FRANCHISEE perceives any law affecting FRANCHISEE's operation of the SHOP to conflict with the SYSTEM STANDARDS, then FRANCHISEE shall notify SHOPPE COMPANY in writing, identifying the specific law and SYSTEM STANDARDS requirement, so that SHOPPE COMPANY may determine how to resolve the perceived conflict.

9.10. **Remedying Food Safety Concerns.**

If any food item dispensed at the SHOP is adulterated, or does not comply with applicable law or regulations, or fails to be maintained in accordance with the requirements described in this AGREEMENT or in the SHOP OPERATIONS MANUAL, then, FRANCHISEE shall immediately close and suspend operations at the SHOP, destroy all contaminated or adulterated products and eliminate the source of contamination, remedy all unsanitary conditions at the SHOP, and reopen for business only after an inspection by SHOPPE COMPANY and laboratory analysis from samples obtained for that purpose by SHOPPE COMPANY evidence compliance with all applicable governmental requirements and the SYSTEM STANDARDS. This remedy is in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT.

9.11. **SHOP Inspections.**

In order to safeguard the MARKS and determine compliance with the SYSTEM STANDARDS, SHOPPE COMPANY representatives shall have the absolute right to enter, remain in, and inspect the SHOP whenever SHOPPE COMPANY deems it appropriate. SHOPPE COMPANY representatives may, without prior notice to FRANCHISEE, interview FRANCHISEE's employees and customers, take photographs, video, and similar recordings, examine, evaluate and take representative samples of the foods, beverages, and other products stored, sold or used at the SHOP. SHOPPE COMPANY shall have the right to use all interviews, photographs, video, and other recordings for any reason SHOPPE COMPANY deems appropriate, including in advertising, marketing and other promotional materials. FRANCHISEE will not be entitled to, and hereby expressly waives, any right that it might otherwise have to be compensated for the use of interviews, photographs, video, and other recordings by SHOPPE COMPANY, its advertising agencies, or other SYSTEM franchisees.

9.12. **Correcting Deficiencies.**

FRANCHISEE shall at its own expense promptly, and within any period reasonably specified by SHOPPE COMPANY, correct any violation of the SYSTEM STANDARDS. If, during an inspection, SHOPPE COMPANY identifies a violation of the SYSTEM STANDARDS that:

(a) is a reoccurrence of a previously identified violation of the System Standards, occurring at the SHOP within the preceding 12 months; or

(b) is a continuation of a previously identified violation of the System Standards, which FRANCHISEE failed to correct within the period specified by SHOPPE COMPANY; or

(c) is the same as a violation of the System Standards that, within the preceding 12 months, was identified by SHOPPE COMPANY at another Häagen-Dazs® Shop in which FRANCHISEE has an interest, and in relation to which the corrective period specified by SHOPPE COMPANY ended before the inspection of the SHOP;

then SHOPPE COMPANY may require FRANCHISEE to reimburse SHOPPE COMPANY for the costs of a subsequent inspection of the SHOP, conducted to determine whether the reoccurring or continuing violation of the SYSTEM STANDARDS has been cured, at the rate of $100.00 per hour of the SHOPPE COMPANY representative's time (including travel time) plus travel and related expenses. This remedy is in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT.

9.13. **Immediate Removal of Non-Conforming Items.**

SHOPPE COMPANY shall have the absolute right to direct the immediate removal of any item present in the SHOP that does not conform to the SYSTEM STANDARDS. Without compensating FRANCHISEE, SHOPPE COMPANY shall have the absolute right to confiscate, discard, or destroy any food, beverages, equipment, supplies, advertising, marketing, point of sale materials, signage, and any other items that do not conform to the SYSTEM STANDARDS. This remedy is in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT.

9.14. **Maintenance and Repair.**

FRANCHISEE shall maintain and repair the SHOP so as to keep it in a clean, attractive and orderly condition, to provide efficient, high-quality service to the public, and to conform to ongoing SYSTEM STANDARDS. Without limiting the foregoing, FRANCHISEE shall, unless required to do so more quickly by SHOPPE COMPANY in any particular instance, repair any improper condition of the SHOP PREMISES, or the equipment or furnishings in the SHOP PREMISES, within 30 days after first being identified by FRANCHISEE or SHOPPE COMPANY.

9.15. **Sales and Product Mix Reporting Requirements.**

FRANCHISEE shall on a monthly basis provide SHOPPE COMPANY with any and all requested information related to FRANCHISEE's sales, costs, earnings and related items.

9.16. **Projecting Requirements of HÄAGEN-DAZS® PRODUCTS & Other Products.**

At the request of SHOPPE COMPANY, FRANCHISEE shall periodically project sales, costs, and product requirements. FRANCHISEE shall endeavor to project quantities of products needed, including quantity of each of the HÄAGEN-DAZS® PRODUCTS, and the anticipated timing of such need. FRANCHISEE acknowledges that this information is important to SHOPPE COMPANY so that it or its designated supplier may project quantities of HÄAGEN-DAZS® PRODUCTS to manufacture. Notwithstanding the purpose for requiring this information from FRANCHISEE, or the accuracy of FRANCHISEE's projections, under no circumstances shall FRANCHISEE's compliance with this Section 9.16 be deemed to require SHOPPE COMPANY or its designated supplier to sell FRANCHISEE the projected quantities of any particular HÄAGEN-DAZS® PRODUCTS.

9.17. **Hours of Operation.**

FRANCHISEE shall keep the SHOP open and in normal operation during those days and hours during which it would reasonably be anticipated by consumers that the SHOP would be open, taking into account the nature of the SHOP, the nature of the FACILITY, and the operational hours of other foodservice businesses within the FACILITY.

9.18. **Coupons and Discount Offers.**

FRANCHISEE will not issue coupons except those that have been approved by SHOPPE COMPANY in accordance with Section 11.5. Coupons issued by FRANCHISEE will clearly identify the SHOP, and any other HÄAGEN-DAZS® SHOP, if any, where they are redeemable, and will state that they are not redeemable at any other HÄAGEN-DAZS® SHOP. If FRANCHISEE elects to accept any coupons issued by SHOPPE COMPANY, which are redeemable at participating HÄAGEN-DAZS® SHOPs, then FRANCHISEE will honor the redemption policies established from time to time by SHOPPE COMPANY. FRANCHISEE is solely responsible for determining whether any discounts or other terms of sale offered by FRANCHISEE, coupons issued by FRANCHISEE, and coupons accepted by FRANCHISEE, including those issued by SHOPPE COMPANY, comply with applicable laws, including local dairy laws.

9.19. **Promotional Materials.**

FRANCHISEE acknowledges that FRANCHISEE and other SYSTEM franchisees may benefit from the promotion of HÄAGEN-DAZS® PRODUCTS, HÄAGEN-DAZS® SHOPs and the SYSTEM. FRANCHISEE acknowledges that certain supplies used in the SHOP (e.g. ice cream cone wrappers; napkins; sundae and beverage cups; etc.) and point of sale communication materials displayed or used in the SHOP (e.g. brochures, posters; etc.), in addition to displaying the MARKS, may, at the determination of SHOPPE COMPANY, display information about HÄAGEN-DAZS® PRODUCTS, HÄAGEN-DAZS® SHOPs and the SYSTEM that may be of interest to consumers, including information relating to HÄAGEN-DAZS® SHOP franchise opportunities. If requested by SHOPPE COMPANY, then FRANCHISEE will post, display, or make available to consumers, in a manner reasonably determined by SHOPPE COMPANY information relating to HÄAGEN-DAZS® PRODUCTS, the SYSTEM, including if requested by SHOPPE COMPANY, the addresses of other HÄAGEN-DAZS® SHOPs, and HÄAGEN-DAZS® SHOP franchise opportunities.

9.20. **Access to Email & Internet; Consent to Communication Medium.**

FRANCHISEE acknowledges that the world wide web, Internet, intranet, extranet, email, and similar medium are becoming an increasingly accepted and normal way of communicating. Therefore, FRANCHISEE shall, at all times during the TERM, have ready access to a computer, maintain an email address to which SHOPPE COMPANY may send electronic communications; keep SHOPPE COMPANY apprised of FRANCHISEE's current email address; and timely respond to email communications from SHOPPE COMPANY, which, unless a different time-period is specified, will mean within 72 hours from receipt. Except in the case of a NOTICE, FRANCHISEE hereby consents to receiving any communication or information contemplated by AGREEMENT through any medium contemplated by this Section 9.20.

9.21. **Prompt Payment of Obligations.**

FRANCHISEE acknowledges that FRANCHISEE's payment practices can impact the willingness of third parties to do business with, and extend credit to, other SYSTEM franchisees; the goodwill associated with the MARKS; and FRANCHISEE's ability to operate the SHOP in accordance with the SYSTEM STANDARDS. Therefore FRANCHISEE shall timely pay all obligations and liabilities due and

payable to vendors, suppliers, distributors, and other parties to whom FRANCHISEE incurs obligations in connection with the FRANCHISE.

9.22. **Significant Event Notifications.**

FRANCHISEE will keep SHOPPE COMPANY informed of any fact, matter or circumstance that has a significant bearing on FRANCHISEE's ability to continue to operate the SHOP in accordance with this AGREEMENT and the SYSTEM STANDARDS. Without limiting the preceding requirement, FRANCHISEE shall promptly, and in no event more than 7 days after FRANCHISEE becomes aware of any of the following situations related to the SHOP, provide NOTICE to SHOPPE COMPANY of the circumstances, and provide SHOPPE COMPANY with copies of pertinent documents, and any other information SHOPPE COMPANY requires:

(a) Any notice of default received with respect to the SHOP PREMISES from a landlord, a rental agent, mortgagee, or lender;

(b) Any claims, lawsuits, or other legal proceedings, asserted or brought by any consumer, employee, governmental agency, or anyone else;

(c) Any governmental inspections, notices, claims, reports, warnings, or citations;

(d) Any fires, robberies, injuries, or similar events occurring on or at the SHOP PREMISES; or

(e) Any other matters, including those not related to the SHOP, which could impair the goodwill associated with the MARKS or the SYSTEM.

Article 10. BOOKS AND RECORDS; ACCOUNTING AND AUDITS

10.1. **Accounting Procedures.**

In order to prevent dilution, infringement or misrepresentation of the MARKS, and to facilitate the full and faithful performance of all the terms and conditions of this AGREEMENT, FRANCHISEE shall keep full and complete records of the conduct of the business at the SHOP, including accurate and complete books, records and accounts in accordance with generally accepted accounting principles. Without limiting the scope of this Section, FRANCHISEE's cash register receipts, daily sales logs, profit and loss statements, balance sheets, bank deposit records, bank statements, sales tax records, income tax records pertaining to the business conducted hereunder, and the financial documents FRANCHISEE is required to be submitted under this AGREEMENT shall be deemed a part of FRANCHISEE's books, records and accounts (collectively the "SHOP FINANCIAL RECORDS").

10.2. **Record Retention.**

FRANCHISEE shall retain the SHOP FINANCIAL RECORDS for a period of not less than three years from the date of preparation. This obligation shall continue past expiration or any earlier termination, or transfer, of this AGREEMENT.

10.3. **Inspections and Audits by SHOPPE COMPANY.**

Five days after NOTICE to FRANCHISEE, SHOPPE COMPANY or its representatives shall be entitled to examine the SHOP FINANCIAL RECORDS at the SHOP during business hours and to make copies and extracts of all or any portion of the SHOP FINANCIAL RECORDS that SHOPPE COMPANY

in its sole discretion deems necessary or appropriate from time to time. If any portion of the SHOP FINANCIAL RECORDS are maintained in an electronic medium, then FRANCHISEE shall cooperate with SHOPPE COMPANY or its representative by extracting, printing, or otherwise providing access to the electronically maintained SHOP FINANCIAL RECORDS, in the manner SHOPPE COMPANY requests.

10.4. **Failure to Permit Inspection or Audits.**

If FRANCHISEE fails to permit an inspection in accordance with Section 10.3, then FRANCHISEE shall pay any and all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by SHOPPE COMPANY to enforce the provisions of Section 10.3, and the cost of examining the SHOP FINANCIAL RECORDS. This remedy is in addition to, and not in lieu of, other rights or remedies that SHOPPE COMPANY has for FRANCHISEE's breach of this AGREEMENT, and this remedy will survive the termination of this AGREEMENT on account of a breach of Section 10.3, or for any other reason.

Article 11. PROPRIETARY SYSTEM AND MARKS

11.1. **Right to License MARKS.**

SHOPPE COMPANY warrants that, subject to the limitations set forth in this AGREEMENT, SHOPPE COMPANY has the right to grant FRANCHISEE the FRANCHISE to use the SYSTEM and MARKS in connection with the SHOP.

11.2. **Non-Exclusive License.**

FRANCHISEE shall have a only a non-exclusive limited right to use SYSTEM and the MARKS designated periodically in the SHOP OPERATIONS MANUAL, or otherwise communicated by SHOPPE COMPANY. Any and all other rights in, and to the SYSTEM and MARKS are reserved by, and for the benefit of, SHOPPE COMPANY, its affiliates, and the owner of the MARKS.

11.3. **Goodwill Associated with the SYSTEM and MARKS.**

FRANCHISEE acknowledges and agrees that it shall not acquire any ownership or other interest in and to the goodwill associated with the SYSTEM and MARKS, and any enhancement to the goodwill associated with the SYSTEM and MARKS resulting from the actions of FRANCHISEE shall be deemed the property of, and is hereby assigned to SHOPPE COMPANY, its affiliates, or the owner of the MARKS, as determined by SHOPPE COMPANY consistent with any licensing arrangements that now or in the future exist with respect to the SYSTEM and MARKS.

11.4. **Use of SYSTEM and MARKS.**

Except to the extent specifically permitted by SHOPPE COMPANY in writing, FRANCHISEE shall not use the SYSTEM or the MARKS (or any simulation of either), directly or indirectly, at any location other than at the SHOP. Except to the extent permitted by Article 15, any preparation, sale, distribution or dealings in ice cream, directly or indirectly, by FRANCHISEE or its officers, directors, employees, agents, partners, joint ventures or designees during the TERM at a place other than the SHOP shall constitute and be irrefutably deemed to be a wrongful use, exploitation and disclosure of the SYSTEM.

11.5. **SHOPPE COMPANY Approval of Marketing Materials and Offers.**

FRANCHISEE shall only use and display the point of sale materials, advertisements, and other marketing materials in accordance with the SYSTEM STANDARDS as set forth in the SHOP OPERATIONS MANUAL, or otherwise communicated to FRANCHISEE from time to time. If SHOPPE COMPANY permits FRANCHISEE to produce, directly or indirectly, any marketing materials, then FRANCHISEE shall not use any item of those marketing materials unless and until it is approved by SHOPPE COMPANY in accordance with procedures established by SHOPPE COMPANY for that purpose. SHOPPE COMPANY's approval of FRANCHISEE's marketing materials will not be a determination that they comply with all applicable laws; FRANCHISEE is at all time responsible for determining whether marketing materials produced by FRANCHISEE, as well as those produced or customized by SHOPPE COMPANY for FRANCHISEE, comply with applicable laws, including but not limited to local dairy laws.

11.6. **FRANCHISEE Website.**

FRANCHISEE shall not directly or indirectly establish or maintain a website related to the SHOP, unless the content of the website, including the content of any revisions made from time to time, has been approved by SHOPPE COMPANY, in accordance with the procedures established by SHOPPE COMPANY.

11.7. **Use of MARKS as Part of Trade Name.**

FRANCHISEE will not use any of the MARKS, any derivative of the MARKS, or anything confusingly similar to any of the MARKS, when adopting a corporate, partnership, or trade name. If required or permitted by the laws of the jurisdiction in which the SHOP is located, FRANCHISEE shall file an assumed name certificate to notify the public that FRANCHISEE is an independent business owner operating the SHOP under a license granted by SHOPPE COMPANY.

Article 12. TRANSFER OF INTEREST

12.1. **"TRANSFER" by FRANCHISEE defined.**

For purposes of this AGREEMENT, a "TRANSFER" by FRANCHISEE is any change in ownership or control of FRANCHISEE's interest in this AGREEMENT, the SHOP the business conducted under this AGREEMENT, or any assets of the business conducted under this AGREEMENT (except sales of menu and promotional items in the ordinary course of business); in any of the foregoing instances whether in whole or in part, by any means or device, directly or indirectly, including by pledge, delegation, will or management agreement, voluntarily, involuntarily or by operation of law.

12.2. **Voluntary TRANSFER by FRANCHISEE.**

FRANCHISEE may voluntarily TRANSFER an interest in this AGREEMENT and the FRANCHISE only in accordance with the following provisions, provided however that under no circumstances will FRANCHISEE have a right to effect a TRANSFER before the SHOP has commenced operations.

12.2.1. **Satisfaction of Obligations Before TRANSFER.**

All outstanding obligations owed by FRANCHISEE with respect to the SHOP and the business operated under this AGREEMENT shall be paid in full before the TRANSFER. FRANCHISEE acknowledges that SHOPPE COMPANY, its affiliates, and approved suppliers in

accordance with their own credit policies, may, after notice of an intended TRANSFER, require FRANCHISEE to pay for any additional items purchased by FRANCHISEE prior to the TRANSFER in advance, or at time of delivery.

12.2.2. **FRANCHISEE Must Execute TRANSFER Documents.**

FRANCHISEE shall be required to execute TRANSFER documents in the form required by SHOPPE COMPANY, which will among other things include (a) a general release in favor of SHOPPE COMPANY, provided however that FRANCHISEE will not be compelled to release any claims or rights to the extent such release would be prohibited by applicable franchise law; (b) a representation by FRANCHISEE that FRANCHISEE has provided the proposed transferee with the SHOP FINANCIAL RECORDS; (c) an acknowledgement by the proposed transferee that SHOPPE COMPANY has not been a party to the TRANSFER; and (d) an indemnity obligation whereby FRANCHISEE will indemnify SHOPPE COMPANY from and against any claims alleging misconduct by FRANCHISEE in connection with the TRANSFER, or otherwise related to the TRANSFER.

12.2.3. **SHOPPE COMPANY May Provide Information.**

FRANCHISEE acknowledges and agrees that SHOPPE COMPANY may, but shall have no obligation to, provide a prospective transferee with copies of any of the SHOP FINANCIAL RECORDS and any other documents submitted to SHOPPE COMPANY by FRANCHISEE, and any other information possessed by SHOPPE COMPANY that may be relevant to the prospective transferee's assessment of the FRANCHISE or SHOP. SHOPPE COMPANY shall have no obligations or liability to FRANCHISEE or a prospective transferee if SHOPPE COMPANY in good faith provides information to a prospective transferee that turns out to be inaccurate or incorrect.

12.2.4. **FRANCHISEE Must Pay Transfer Fee.**

FRANCHISEE or the transferee shall pay SHOPPE COMPANY a nonrefundable $1,000 transfer fee as a condition precedent to the effectiveness of the TRANSFER, to cover the costs incurred by SHOPPE COMPANY in connection with the proposed TRANSFER, including the preparation of documents, out-of-pocket expenses including obtaining credit reports, long distance telephone calls, administrative costs, the time of its officers and employees, and the costs of training the transferee's DESIGNATED SHOP MANAGER and up to one other person designated by the transferee, each of whom must be acceptable to SHOPPE COMPANY.

12.2.5. **Transferee Must Be Qualified to Operate SHOP.**

The proposed transferee shall be personally and financially qualified to operate the SHOP, and shall meet all of then-current qualification criteria for new SYSTEM franchisees, in the sole and exclusive judgment of SHOPPE COMPANY.

12.2.6. **Transferee Must Successfully Complete Training.**

The proposed transferee shall have, in the sole and exclusive judgment of SHOPPE COMPANY, successfully completed training required by SHOPPE COMPANY, so that the transferee, immediately upon completion of the contemplated TRANSFER, would be able to operate the SHOP in accordance with the SYSTEM STANDARDS, which, among other things,

will require the proposed transferee to appoint a DESIGNATED SHOP MANAGER under Section 9.2, and comply with the best efforts requirements under Section 9.4.

12.3. TRANSFER to an Affiliate of FRANCHISEE

Notwithstanding the provisions of Section 12.2, FRANCHISEE may simultaneously effect a TRANSFER of this AGREEMENT, the SHOP and the business conducted under this AGREEMENT to any affiliate of FRANCHISEE (which for purposes of this AGREEMENT means an entity controlled by, controlling, or under common control with FRANCHISEE); provided however that upon any such TRANSFER the original FRANCHISEE shall remain primarily and jointly liable with the new FRANCHISEE for the performance of all FRANCHISEE's obligations under this AGREEMENT; and provided further that for any TRANSFER under this Section 12.3 to be effective, FRANCHISEE shall provide SHOPPE COMPANY with NOTICE of the TRANSFER within 7 days after the TRANSFER.

12.4. Pledge of AGREEMENT or FRANCHISE Prohibited.

Neither this AGREEMENT nor the FRANCHISE may be used as collateral or be the subject of a security interest, lien, levy, attachment or execution by FRANCHISEE's creditors or any financial institution.

12.5. Assignment by SHOPPE COMPANY.

SHOPPE COMPANY may assign this AGREEMENT, without the consent of FRANCHISEE, to a person or entity that will be required to fully perform all of the obligations of SHOPPE COMPANY under this AGREEMENT. SHOPPE COMPANY will, within a reasonable time after any assignment under this Section 12.5, provide NOTICE of the assignment to FRANCHISEE.

12.6. Parties Affected.

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided however that any TRANSFER by FRANCHISEE shall be subject to SHOPPE COMPANY's consent when under this Article 12.

Article 13. DEFAULT AND TERMINATION

13.1. Termination by SHOPPE COMPANY.

Except as provided in Section 0, SHOPPE COMPANY may terminate the AGREEMENT only in accordance with the following provisions.

13.1.1. NOTICE of Default and Opportunity to Cure.

Except in the case of defaults that, under Section 13.1.2.4, cannot be cured, or the existence of good cause for termination under Section 13.1.2.5, SHOPPE COMPANY shall provide FRANCHISEE with a NOTICE of default before terminating this AGREEMENT. FRANCHISEE shall have a reasonable opportunity to cure the default to the reasonable satisfaction of SHOPPE COMPANY. Unless applicable law requires a longer cure period, the cure must be accomplished within the time periods specified under Section 13.1.2, which FRANCHISEE agrees are reasonable.

13.1.2. **Good Cause for Termination.**

SHOPPE COMPANY may only terminate this AGREEMENT for good cause. Good cause for termination includes the existence of any of the following described circumstances.

13.1.2.1. **Defaults Not Cured Within 24 Hours.**

The following defaults are material, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT, unless cured within 24 hours of a NOTICE of default given in accordance with Section 13.1.1:

(a) The offering of any product or service not permitted to be sold from the SHOP, the use of any ingredient, supply, formula or recipe not approved by SHOPPE COMPANY, or any other failure to adhere to the requirements of Section 9.6, including, without limitation, those pertaining to the storage, handling, merchandising and sale of products from the SHOP, unless covered more specifically elsewhere in this Article 13.

(b) The use of, or possession within the SHOP of, any product, ingredient, or supply obtained from a source not designated or approved by SHOPPE COMPANY or otherwise permitted under Section 9.7.

(c) Any failure to comply with the Section 9.9 resulting in a threat to any person's health or safety, provided however that if any unsafe or unsanitary condition cannot reasonably be cured within 24 hours, then SHOPPE COMPANY will, upon written request, grant FRANCHISEE a reasonable period of time, which shall in no event be more than 7 days, to complete the cure, if and only if FRANCHISEE immediately suspended operation of the SHOP in accordance with Section 9.10.

(d) Any use of the MARKS or SYSTEM, claim of right to the MARKS or SYSTEM, or simulation of the MARKS or SYSTEM not permitted by Article 11.

(e) Any act or practice by FRANCHISEE that impairs or imminently threatens to impair the goodwill associated with the MARKS or the SYSTEM.

13.1.2.2. **Defaults Not Cured Within 7 Days.**

The following defaults are material, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT, unless cured within 7 days of a NOTICE of default given in accordance with Section 13.1.1:

(a) A failure to timely pay, or timely prepay, the CONTINUING FRANCHISE FEE due under Section 7.1.

(b) A failure to timely pay, or timely prepay, the ROYALTY due under Section 7.2.

(c) A failure to timely pay the GENERAL MARKETING CONTRIBUTION due under Section 7.3.

(d) A failure to adhere to the requirements of Section 9.5, concerning FRANCHISEE's employees.

(e) A failure to maintain an adequate inventory of food and drink products and other supplies adequate to satisfy customer demand, other than on account of circumstances beyond FRANCHISEE's reasonable control; or the failure to offer any product or service required to be offered under Section 9.6.

(f) A failure to comply with the reporting requirements of Section 9.15, or the projection requirements of Section 9.16.

(g) A failure to keep the SHOP open for business during the hours required under Section 9.17.

(h) The failure to promptly and timely pay for the HÄAGEN-DAZS® PRODUCTS and other supplies, products, items, equipment, and other obligations incurred in connection with the FRANCHISE, as required by Section 9.21.

(i) A failure to maintain, and retain, the SHOP FINANCIAL RECORDS in the manner required under Article 10.

(j) A failure to comply with the requirements of Section 11.6, with respect to the establishing or maintaining of a website related to the SHOP.

(k) A failure to maintain and/or furnish proof of insurance coverage required by Article16.

(l) The failure to disclose the nature of the relationship between the parties as required by Section 18.2.

13.1.2.3. **Defaults Not Cured Within 30 Days.**

The following defaults are material, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT, unless cured within 30 days of a NOTICE of default given in accordance with Section 13.1.1:

(a) A failure to operate the SHOP in substantial compliance with the SYSTEM STANDARDS, or in substantial compliance with the SHOP OPERATIONS MANUAL pursuant to Section 9.1, whether determined by a below-passing inspection score or otherwise, even if each deficiency, viewed separately, would not by itself be material.

(b) A failure to maintain a DESIGNATED SHOP MANAGER in control of the day to day operations of the SHOP in accordance with Section 9.2, or the failure of the DESIGNATED SHOP MANAGER to devote attention to the management of the SHOP to the extent required by Section 9.4.

(c) A failure to satisfy or continue to satisfy any of the training requirements set forth under Section 9.3.

(d) A failure to keep the SHOP in the condition required by Section 9.14.

(e) The failure to initially construct the SHOP in accordance with Article 3; provided however that nothing in this section shall require SHOPPE COMPANY give FRANCHISEE a cure opportunity in the case of FRANCHISEE's failure to open the SHOP by the OUTSIDE OPENING DATE, nor imply a right of FRANCHISEE to commence SHOP operations before SHOPPE COMPANY determines that the SHOP was constructed in accordance with SHOPPE COMPANY's design requirements.

(f) Any other breach of this AGREEMENT not specifically identified in this Article 13.

13.1.2.4. **Defaults that Cannot be Cured.**

FRANCHISEE shall have no right to cure the following defaults, which are material, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT.

(a) Commencing operation of the SHOP (I) before SHOPPE COMPANY, under Section 6.4 determines that the SHOP as constructed reasonably conforms to the design criteria specified by SHOPPE COMPANY, and/or (ii) before the initial DESIGNATED SHOP MANAGER has completed training in accordance with Section 9.3.1.

(b) Any use or disclosure of the SHOP OPERATIONS MANUAL not permitted by Section 8.2, or of confidential information not permitted by 8.4.

(c) A failure of the DESIGNATED SHOP MANAGER to attend training required by SHOPPE COMPANY under Section 9.3.2.

(d) A failure to permit any SHOP inspection in accordance with Section 9.11.

(e) A failure to or permit an audit or inspection the SHOP FINANCIAL RECORDS in accordance with Article 1210, or the intentional preparation or keeping of knowingly false SHOP FINANCIAL RECORDS.

(f) Any TRANSFER or attempted TRANSFER without obtaining SHOPPE COMPANY's consent when required under Article 12.

(g) Any violation of the covenants against competition contained in Section 15.1.

13.1.2.5. **Other Good Causes for Termination.**

The existence of any of the following circumstances shall constitute material defaults under this AGREEMENT, which FRANCHISEE shall have no right to cure, and shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT

13.1.2.5.1 **Repetitive or Continuous Breach.**

A failure of FRANCHISEE to, 3 times in any 12 month period, comply with the same provision of this AGREEMENT, or the same requirement of the

SHOP OPERATIONS MANUAL, or the same aspect of the SYSTEM STANDARDS, or substantially comply with the SYSTEM STANDARDS or the SHOP OPERATIONS MANUAL shall be good cause for SHOPPE COMPANY to this AGREEMENT, so long as each successive failure is documented to have existed after the running of any cure period applicable to the prior compliance failure. The provisions of this Section shall apply without regard to whether each failure was timely cured, resulted in a NOTICE of default being given under Section 13.1.1, or whether any particular failure, by itself, was material.

13.1.2.5.2 **Termination of Another Franchise Agreement.**

Any breach by FRANCHISEE of any other HÄAGEN-DAZS® SHOP franchise agreement resulting in its termination by SHOPPE COMPANY shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT.

13.1.2.5.3 **FRANCHISEE's Insolvency.**

Except to the extent inconsistent with applicable law, FRANCHISEE's bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or other financial disability shall be good cause for SHOPPE COMPANY to terminate this AGREEMENT.

13.1.2.5.4 **FRANCHISEE's Abandonment of the Shop.**

FRANCHISEE's abandonment of this AGREEMENT, the FRANCHISE, or the SHOP, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY. Abandonment will be presumed if FRANCHISEE, without first obtaining written consent from SHOPPE COMPANY, fails to operate the SHOP during normal business hours, as required under Section 9.17, for 3 consecutive business days.

13.1.2.5.5 **Destruction of the SHOP PREMISES.**

If the SHOP PREMISES are destroyed or substantially damaged, by fire, flood, or other natural disaster, or other circumstances beyond the reasonable control of FRANCHISEE, then FRANCHISEE shall have 30 days from the event of destruction or substantial damage to provide SHOPPE COMPANY with a written plan of action, which among other things, must contemplate reopening the SHOP at the SHOP PREMISES within 120 days from the event of destruction or substantial damage. FRANCHISEE's failure to timely submit a written plan of action, or failure to timely reopen the SHOP at the SHOP PREMISES, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY. Notwithstanding the preceding sentence, SHOPPE COMPANY will in good faith extend the time for reopening the SHOP at the SHOP PREMISES if FRANCHISEE has made significant progress toward the rebuilding of the SHOP, and FRANCHISEE's failure to timely reopen the SHOP is due to circumstances beyond the reasonable control of FRANCHISEE.

13.1.2.5.6 **Criminal Acts.**

Conviction of FRANCHISEE (or a principal officer or director of FRANCHISEE if FRANCHISEE is a corporation), or plea of guilty or no contest, to any charge or violation of any law relating to the conduct of the business operated hereunder, or of any felony, fraud, crime involving moral turpitude, or any other crime or offense that SHOPPE COMPANY reasonably believes is related to FRANCHISEE's operation of the SHOP, is likely to have an adverse effect on the MARKS or the SYSTEM, or the goodwill associated therewith, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY.

13.1.2.5.7 **Adulteration or Palming-Off of Products.**

Any instance of adulteration of products at the SHOP, or the misrepresentation or substitution or palming off of non-Häagen-Dazs products as HÄAGEN-DAZS® PRODUCTS, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY.

13.1.2.5.8 **Unauthorized Transactions.**

Any resale or other conveyance by FRANCHISEE of HÄAGEN-DAZS® PRODUCTS in bulk form with the expectation that such HÄAGEN-DAZS® PRODUCTS will be resold, or any sale or other conveyance by FRANCHISEE of items prepared at the SHOP with the expectation that such items would be made available for retail purchase away from the SHOP, except to the extent expressly authorized by SHOPPE COMPANY in writing, shall constitute good cause for termination of this AGREEMENT by SHOPPE COMPANY.

13.1.3. **NOTICE of Termination; When Given.**

SHOPPE COMPANY may terminate this AGREEMENT, by giving NOTICE of termination to FRANCHISEE, either:

(a) upon FRANCHISEE's failure to timely cure any default;

(b) upon the existence of a non-curable default under Section 13.1.2.4; or

(c) upon the existence of circumstances permitting termination under Section 13.1.2.5.

13.1.4. **NOTICE of Termination; When Effective.**

Unless a longer period is required by applicable law, the NOTICE of termination shall be given at least 10 days before the effective date of termination, except that, if termination is on account of one of the following circumstances, then the termination may be effective immediately upon the giving of NOTICE of termination:

(a) FRANCHISEE's failure to timely cure, under Section 13.1.2.1(c), any failure to comply with the health and safety requirements of Section 9.9;

(b) FRANCHISEE's failure to timely cure, under Section 13.1.2.1(d), any act or practice that impairs or threatens to impair the goodwill associated with the MARKS;

(c) Any non-curable default under Section 13.1.2.4;

(d) An abandonment of under Section 13.1.2.5.4;

(e) Criminal acts under Section 13.1.2.5.6;

(f) Adulteration or palming-off of products under Section 13.1.2.5.7;

(g) Any unauthorized transaction under Section 13.1.2.5.8.

13.1.5. **SHOPPE COMPANY's Right to Damages Upon Termination.**

If SHOPPE COMPANY terminates this AGREEMENT under this Article 13, or FRANCHISEE terminates this AGREEMENT in a manner other than that permitted by Section 13.2, then, in addition to any other damages and remedies, SHOPPE COMPANY shall have a right to recover the future revenues that would have been realized by SHOPPE COMPANY, under this AGREEMENT, if FRANCHISEE had continued to operate the SHOP, in full compliance with the terms of this AGREEMENT, for the entire TERM. SHOPPE COMPANY's right to seek damages under this Section 13.1.5 shall not apply in the event of a termination of this AGREEMENT under Section 13.1.2.5.5 on account of the destruction of the SHOP PREMISES.

13.2. **Termination by FRANCHISEE.**

FRANCHISEE may terminate this AGREEMENT only in accordance with one of the following provisions.

13.2.1. **Termination for Cause.**

FRANCHISEE may terminate this AGREEMENT upon SHOPPE COMPANY's failure to timely cure a material breach of a provision of this AGREEMENT, and only by complying with the provisions of this Section 13.2. Before terminating this AGREEMENT, FRANCHISEE must give SHOPPE COMPANY a NOTICE of default, specifying each of the facts claimed by FRANCHISEE to constitute a material breach of this AGREEMENT, and each provision of this AGREEMENT that FRANCHISEE contends SHOPPE COMPANY to have breached. SHOPPE COMPANY shall have 30 days to cure each material breach identified in the NOTICE of default. If SHOPPE COMPANY fails to timely cure any material breach of this AGREEMENT, then FRANCHISEE shall be entitled to terminate this AGREEMENT by giving SHOPPE COMPANY NOTICE of termination at least 60 days before the effective termination date specified in the NOTICE of termination.

13.2.2. **Termination for Convenience After 3 Years.**

FRANCHISEE may terminate this AGREEMENT for its convenience, by NOTICE to SHOPPE COMPANY, given at least 180 days before, but no more than 1 year before, the effective date of termination; provided however that this limited termination right shall only entitle FRANCHISEE to terminate this AGREEMENT for its convenience if the effective date of termination is after the end of the third full year of the TERM.

Article 14. OBLIGATIONS UPON EXPIRATION OR EARLIER TERMINATION

14.1. Termination Consequences and Obligations on Expiration.

Upon expiration or any earlier termination or of this AGREEMENT, all rights licensed to FRANCHISEE, and FRANCHISEE's interest in this AGREEMENT, shall revert to SHOPPE COMPANY without further act or deed of any party, and FRANCHISEE shall at its expense comply with the following obligations.

14.1.1. Cease Use of the Marks.

FRANCHISEE shall immediately cease all use of the MARKS and SYSTEM, and any materials containing or depicting the MARKS or SYSTEM, and any other name or commercial symbol confusingly similar to any of the MARKS.

14.1.2. Cease All Sales of HÄAGEN-DAZS® PRODUCTS.

FRANCHISEE shall cease the sale or distribution in any manner of HÄAGEN-DAZS® PRODUCTS, and shall properly dispose of any HÄAGEN-DAZS® PRODUCTS remaining in its possession by destruction, donation, or other means not involving their sale; except that the foregoing will not prevent FRANCHISEE from utilizing remaining HÄAGEN-DAZS® PRODUCTS at FRANCHISEE's other foodservice operations that, during the TERM, without violating this AGREEMENT, were engaged in such sales.

14.1.3. Payment of All Obligations.

FRANCHISEE shall pay all sums due or which become due to SHOPPE COMPANY and its affiliates, and all sums due to FRANCHISEE's business creditors and tax agencies.

14.1.4. Relinquish All Confidential Materials.

FRANCHISEE shall return to SHOPPE COMPANY, intact, the SHOP OPERATIONS MANUAL and all other documents furnished by SHOPPE COMPANY and all confidential or trade secret data, reports, and bulletins.

14.1.5. Return of Trade Items.

FRANCHISEE shall upon termination or expiration of this AGREEMENT, return to SHOPPE COMPANY any items bearing the MARKS, and any items owned by SHOPPE COMPANY. This Section will not require FRANCHISEE to turn over any equipment bearing the MARKS, as long as:

(a) The item of equipment is not SHOPPE COMPANY's personal property;

(b) The item of equipment does consist, whole or in part, of any intellectual property owned by, or licensed to SHOPPE COMPANY;

(c) The MARKS are immediately removed from the item of equipment; and

(d) In the absence of the MARKS, there is nothing distinctive about the item of equipment that is uniquely reflective of SHOPPE COMPANY's trade dress.

14.1.6. **Alter Appearance of SHOP.**

FRANCHISEE shall immediately alter the appearance of the SHOP and the SHOP PREMISES clearly to eliminate any similarity in design, structure, signage, trade dress, decor, color or layout to the distinctive appearance of HÄAGEN-DAZS® SHOPs.

14.1.7. **Compliance with Post-Termination Covenants.**

FRANCHISEE shall comply with the provisions of Section 15.2.

14.2. **Other HÄAGEN-DAZS® SHOP Franchises Held by FRANCHISEE.**

Nothing in this Article 1614 is intended to alter any rights and obligations of the parties pursuant to a separate HÄAGEN-DAZS® SHOP franchise agreement pertaining to FRANCHISEE's interest in another HÄAGEN-DAZS® SHOP.

Article 15. COVENANTS AGAINST COMPETITION

15.1. **During TERM.**

During the TERM, neither FRANCHISEE nor any affiliate of FRANCHISEE shall own any interest in, lease property to, or otherwise work for, engage in or assist, directly or indirectly, any other restaurant or food service business located within or at the FACILITY, that is engaged in the sale of any frozen dessert products for immediate consumption, irrespective of the form or forms of those frozen dessert products, if those frozen dessert products account for more than 30% of the sales at or from that restaurant or food service businesses sales.

15.2. **Following Termination, Expiration, or TRANSFER.**

For six months from the TRANSFER, expiration or earlier termination of this AGREEMENT, neither FRANCHISEE nor any affiliate of FRANCHISEE shall own any interest in or otherwise work for, engage in or assist, directly or indirectly, any business located within or at FACILITY, that is engaged in the sale of any frozen dessert products for immediate consumption, irrespective of the form or forms of those frozen dessert products, if those frozen dessert products account for more than 30% of the sales at or from that restaurant or food service businesses sales.

15.3. **Survival of Covenant; Materiality.**

The provisions of this Article 15 shall survive expiration, termination, TRANSFER, abandonment or other cancellation of this AGREEMENT. FRANCHISEE agrees that the covenants contained in this Article 15 are reasonable, and understands that FRANCHISEE's agreement to the covenants contained in this Article 15 is an important inducement and consideration for SHOPPE COMPANY to enter into this AGREEMENT with FRANCHISEE.

15.4. **Interpretation.**

In any jurisdiction where a provision of this Article 15 is unenforceable as written, it shall be enforced to the greatest extent permitted by law, with respect to each duration, distance, and scope of business activities, with the provisions of this Article 15 serving as guidance as to the intent of FRANCHISEE and SHOPPE COMPANY.

15.5. **Binding Upon Corporate Officers and Directors.**

Except to the extent otherwise agreed upon in a written document signed by SHOPPE COMPANY, if FRANCHISEE is a corporation, limited partnership, or similar business entity, then the covenants contained in this Article 15 shall bind the officers and directors, general partners, managing partners, or principals of such corporation, limited partnership, or similar business entity to the same extent as if each had personally signed this AGREEMENT as the FRANCHISEE, and FRANCHISEE warrants that it has the authority to bind such persons.

Article 16. INSURANCE

16.1. **Liability Insurance.**

At least 7 days before the SHOP is first opened for business, FRANCHISEE shall obtain, and during the TERM shall maintain, at FRANCHISEE's expense, Commercial General Liability Insurance, with Products/Completed Operations Insurance coverage, and Blanket Contractual Liability coverage, covering FRANCHISEE's business activities under this AGREEMENT, having minimum limits of $1,000,000/$1,000,000, with companies reasonably satisfactory to SHOPPE COMPANY.

16.2. **SHOPPE COMPANY as Named Insured.**

Each insurance policy that FRANCHISEE obtains and under this AGREEMENT shall be issued in the name of FRANCHISEE, and shall name "The Häagen-Dazs Shoppe Company, Inc." as an additional insured.

16.3. **Proof of Insurance.**

FRANCHISEE shall upon obtaining, renewing and reinstating each insurance policy required by this Article 16, and at any time upon SHOPPE COMPANY's request, provide SHOPPE COMPANY with a certificate of insurance that clearly identifies the SHOP PREMISES, and clearly shows that the coverage obtained by FRANCHISEE complies with the requirements of this Article 16.

16.4. **Off-Site Sales.**

This AGREEMENT does not permit FRANCHISEE to offer goods or services associated with the FRANCHISE or the MARKS away from the SHOP. If SHOPPE COMPANY authorizes FRANCHISEE to sell goods or services away from the SHOP, which are associated with the FRANCHISE or the MARKS, then FRANCHISEE shall ensure that the insurance policies required by this Article 16 cover FRANCHISEE's activities away from the SHOP.

16.5. **Right of SHOPPE COMPANY to Purchase Insurance.**

In addition to whatever other remedies may be available to SHOPPE COMPANY under this AGREEMENT, upon a failure of FRANCHISEE to comply with the requirements of this Article 16, SHOPPE COMPANY may, but need not, purchase the insurance required pursuant to this Article 16, and bill FRANCHISEE for the costs of obtaining such coverage.

Article 17. NOTICE

17.1. Form of NOTICE.

Unless otherwise required by a specific provision of this AGREEMENT, each NOTICE required or permitted hereunder shall be in writing, addressed in accordance with this Article 17, and sent by United States Postal Service registered or certified mail, return receipt requested; or by nationally recognized overnight delivery service, requiring a receipt; or served personally. Each NOTICE shall be deemed to be given, delivered or served, upon the mailing or personal service thereof; provided however that NOTICE given under Section 13.1.2.2 or 13.1.2.3, unless a copy of such NOTICE is also sent by confirmed facsimile transmission, or by last known email address, will not be effective until such time as it should reasonably have been received by FRANCHISEE, which in no case shall be more than 3 days after being sent if by registered or certified mail.

17.2. To SHOPPE COMPANY.

A NOTICE to SHOPPE COMPANY shall be sent to or served personally at the following address:

The Häagen-Dazs Shoppe Company, Inc.
7500 Flying Cloud Drive, Suite 750
Eden Prairie, Minnesota, 55344

Attention: Legal Notices Recipient

SHOPPE COMPANY may from time to time amend its address for NOTICE, by written communication to FRANCHISEE, sent by regular mail, confirmed facsimile transmission, or in any other manner permitted for written communications under this AGREEMENT.

17.3. To FRANCHISEE.

A NOTICE to FRANCHISEE shall be effective if sent to FRANCHISEE'S ADDRESS FOR NOTICES (set forth on the COVER SHEET). FRANCHISEE shall amend FRANCHISEE'S ADDRESS FOR NOTICES (which in the case of a natural person must be such person's principal residential address) within 30 days of any change by NOTICE to SHOPPE COMPANY, sent by regular mail.

Article 18. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

18.1. Relationship of the Parties.

FRANCHISEE and SHOPPE COMPANY stand solely as independent contractors in the relationship of franchisee and franchisor. This AGREEMENT shall not be construed as constituting FRANCHISEE an agent, servant, representative or employee of SHOPPE COMPANY for any purpose whatsoever. FRANCHISEE is not granted any right or authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name of SHOPPE COMPANY, in any matter or thing whatsoever. This AGREEMENT does not create a fiduciary relationship or a relationship of special trust and confidence.

18.2. Disclosure of Nature of FRANCHISE Relationship.

If directed by SHOPPE COMPANY, then FRANCHISEE shall, prominently display a sign in the SHOP, indicating to the consuming public that the SHOP is independently owned and operated by a franchisee under a license granted by SHOPPE COMPANY. All business cards, telephone answering

devices used at the SHOP, stationery, checks and employment communications used by FRANCHISEE in connection with the SHOP must clearly disclose that the SHOP is independently owned and operated by FRANCHISEE under a license granted by SHOPPE COMPANY. If required by SHOPPE COMPANY, marketing materials used by FRANCHISEE must clearly disclose that the SHOP is independently owned and operated by FRANCHISEE under a license granted by SHOPPE COMPANY.

18.3. **Indemnification by FRANCHISEE.**

Upon demand by SHOPPE COMPANY, FRANCHISEE shall defend, indemnify and hold SHOPPE COMPANY harmless during and after the TERM from any and all claims, demands, and causes of action by any third-party arising from, or relating to the operation of the SHOP, or the failure of FRANCHISEE to adhere to any of its obligations under this AGREEMENT. This obligation shall survive the TRANSFER, expiration or earlier termination of this AGREEMENT.

18.4. **Indemnification by SHOPPE COMPANY.**

SHOPPE COMPANY shall defend, indemnify and hold FRANCHISEE harmless, during and after the TERM, from any and all claims, demands, and causes of action by any third-party challenging the right of FRANCHISEE to, during the TERM, use and display the MARKS, provided however that the indemnification obligation set forth in this Section 18.4 shall not apply to any claim involving, all or in part, a display or use of the MARKS not permitted by this AGREEMENT. To trigger the obligations under this Section 18.4, FRANCHISEE must provide SHOPPE COMPANY with NOTICE of any matter within the scope of this Section within 30 days after first becoming aware of such matter. SHOPPE COMPANY shall have the right to assume the defense of any matter within the scope of this Section 18.4, and make any decisions concerning its disposition, provided however that SHOPPE COMPANY shall not, without FRANCHISEE's consent, compromise any matter within the scope of this Section 18.4 on terms inconsistent with FRANCHISEE's rights under this AGREEMENT.

Article 19. INTERPRETATION, CLAIMS AND DISPUTES.

Except to the extent invalidated by valid, enforceable, applicable laws of the jurisdiction where the SHOP is located, or where FRANCHISEE resides, the provisions of this Article 19 shall govern the interpretation of this AGREEMENT, and the resolution of any legal action in any way related to the AGREEMENT, the FRANCHISE or the SHOP. If any provision of this Article 19 is unenforceable for any reason, then it shall still be considered to determine the intent of the parties.

19.1. **Limitation of Actions.**

Neither FRANCHISEE nor SHOPPE COMPANY may commence any legal action against the other, more than 3 years from the occurrence, act, or event giving rise to that legal action, or after any shorter applicable statute of limitations.

19.2. **No Right to Trial by Jury.**

THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

19.3. **Jurisdiction and Venue.**

FRANCHISEE hereby agrees to submit to the jurisdiction of the state and federal courts within the state of Minnesota, and consents to personal jurisdiction in Minnesota. FRANCHISEE hereby waives any objection to venue in the State and Federal Courts of Minnesota, including any objection based upon the convenience of the forum. Any legal action commenced by FRANCHISEE shall be brought either in State

Court sitting in Minneapolis, Hennepin County, Minnesota, or the United States District Court having concurrent jurisdiction with the State Court sitting in Minneapolis, Hennepin County, Minnesota. FRANCHISEE acknowledges that SHOPPE COMPANY has its principal place of business in Minneapolis, and agrees that this provision is reasonable.

19.4. **Choice of Law.**

The following provisions shall control the choice of law to be applied to the interpretation of this AGREEMENT and a determination of the rights of the parties under this AGREEMENT.

19.4.1. **Law to be Applied to the Interpretation of AGREEMENT.**

The terms of this AGREEMENT and its related documents shall be construed in accordance with the common law of the State of Minnesota.

19.4.2. **Application of State Franchise Law.**

The applicable franchise laws, if any, of the jurisdiction in which the SHOP PREMISES are located, or where FRANCHISEE resides, shall govern any obligations between SHOPPE COMPANY and FRANCHISEE, to the extent those franchise laws supplement, displace, or modify the provisions of this AGREEMENT. In construing this provision, it is the intent of the parties that to the extent of a conflict between this AGREEMENT and applicable franchise laws, the applicable franchise laws will be deemed waived to the fullest extent permitted by state or federal law.

19.5. **Prevailing Party to be Awarded Costs and Attorneys' Fees.**

The prevailing party in any legal action brought to enforce the terms of this AGREEMENT shall be awarded attorneys' fees and costs.

19.6. **NOTICE of Claim as Condition Precedent to Action.**

FRANCHISEE shall not, under any circumstances, institute any legal action, unless at least 90 days before instituting that legal action, FRANCHISEE gives NOTICE, to SHOPPE COMPANY, explaining in complete detail what acts, or omissions, FRANCHISEE contends give rise to FRANCHISEE's legal action. FRANCHISEE agrees that the NOTICE required by this provision is a condition precedent to FRANCHISEE's right to initiate a legal action, against SHOPPE COMPANY, that is in any way related to this AGREEMENT, the FRANCHISE or the SHOP. FRANCHISEE agrees that this covenant made by FRANCHISEE is a material provision of this AGREEMENT, and will survive any TRANSFER, expiration, cancellation or other termination of this AGREEMENT.

19.7. **Election of Remedies.**

Unless a specific provision of this AGREEMENT expressly restricts SHOPPE COMPANY to a particular remedy on account of a particular failure of FRANCHISEE to comply with the terms of this AGREEMENT, including the terms of the SHOP OPERATIONS MANUAL and the SYSTEM STANDARDS, no remedy contemplated by this AGREEMENT on account of a particular failure of FRANCHISEE to comply with the terms of this AGREEMENT shall be deemed an exclusive remedy, and SHOPPE COMPANY shall at all times have an absolute right to pursue any other legal and equitable remedies available to it on account of such failure.

19.8. **Injunctive Relief.**

FRANCHISEE recognizes that the SHOP is one of a number of HÄAGEN-DAZS® SHOPs selling similar products to the public, and that FRANCHISEE's failure to comply with the terms of this AGREEMENT could cause irreparable damage to the MARKS and the SYSTEM. Therefore, in the event of a breach or threatened breach by FRANCHISEE of any of the covenants or provisions of this AGREEMENT, SHOPPE COMPANY, in addition to, but not in lieu of any other rights and remedies, shall have the immediate right to secure an order enjoining the breach or threatened breach. If this AGREEMENT or FRANCHISEE's right to operate a HÄAGEN-DAZS® SHOP, is terminated, then FRANCHISEE, in addition to and not in lieu of any other rights and remedies, may be enjoined from any continued operation of the SHOP, or simulation thereof, or other breach of any provision of this AGREEMENT.

Article 20. FRANCHISEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

FRANCHISEE agrees and acknowledges that SHOPPE COMPANY, in entering into this AGREEMENT, has the right to rely on, and is in fact relying on, each of the following representations and acknowledgements.

20.1. **No Representations By SHOPPE COMPANY.**

FRANCHISEE acknowledges and represents that in deciding to execute this AGREEMENT, FRANCHISEE has not relied upon any representations by any representative of SHOPPE COMPANY, except those representations, if any, that are explicitly set forth in this AGREEMENT, or in the Häagen-Dazs Franchise Disclosure Document that was most recently provided to FRANCHISEE before FRANCHISEE signed this AGREEMENT. Without limiting the foregoing, FRANCHISEE acknowledges that SHOPPE COMPANY has not made any representation concerning the sales, income, profit, or losses that FRANCHISEE may realize in connection with the FRANCHISE.

20.2. **Review of AGREEMENT and SYSTEM.**

FRANCHISEE acknowledges receiving a true and accurate copy of this AGREEMENT at least five business days before signing it, and acknowledges that, before signing this AGREEMENT, FRANCHISEE had a full and adequate opportunity to:

(a) read and review this AGREEMENT;

(b) be advised by FRANCHISEE's business advisors and legal counsel concerning this AGREEMENT; and

(c) evaluate and investigate the SYSTEM, including the operational and financial aspects related to the establishment and operation of the SHOP.

20.3. **No Claims.**

FRANCHISEE acknowledges that at the time of executing this AGREEMENT, FRANCHISEE is not aware of any acts or omissions of SHOPPE COMPANY, or its affiliates or agents, which would in any way give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents.

20.4. **No Defaults by FRANCHISEE.**

FRANCHISEE represents that, to the best of FRANCHISEE's knowledge, FRANCHISEE is not presently in default of any obligations owed to SHOPPE COMPANY under any currently existing agreement between the parties.

20.5. **Prior Payments.**

FRANCHISEE acknowledges and agrees that FRANCHISEE has not, in connection with the FRANCHISE, paid any money, or given anything else of value, to SHOPPE COMPANY or a representative of SHOPPE COMPANY in any way relating to the SHOP.

20.6. **Character, Reputation and Ability.**

FRANCHISEE represents and warrants that FRANCHISEE is of good character and reputation, and physically, mentally, and financially able to accept and fulfill FRANCHISEE's obligations set forth in this AGREEMENT and in the SHOP OPERATIONS MANUAL. FRANCHISEE recognizes that, under this AGREEMENT, FRANCHISEE undertakes obligations to SHOPPE COMPANY, the owner of the MARKS, and the consuming public.

20.7. **Anti-Terrorism Representation.**

FRANCHISEE represents and warrants that neither FRANCHISEE (including without limitation each "PERSON" (as defined by Executive Order 13224, signed on September 23, 2001 – the "ORDER") comprising FRANCHISEE), nor any PERSON controlling FRANCHISEE, nor any PERSON financing FRANCHISEE: (1) is on the U.S. Department of Treasury's Specially Designated Nationals List; (2) is engaged in or planning to engage in any terroristic activities, or other activities prohibited by the ORDER. FRANCHISEE further warrants that FRANCHISEE will not hereafter engage in any terrorist activity; (ii) FRANCHISEE is not affiliated with, and does not support, any PERSON engaged in, contemplating, or supporting terrorist activity; and (iii) FRANCHISEE has not entered into or obtained the rights granted to FRANCHISEE under this AGREEMENT for the purpose of generating funds to channel to any PERSON engaged in, contemplating, or supporting terrorist activity, or to otherwise supporting or undertaking any terrorist activity.

Article 21. SEVERABILITY AND CONSTRUCTION

21.1. **Severability.**

If any term of this AGREEMENT is held to be unenforceable for any reason, then the remaining terms shall be enforced to the greatest extent possible, consistent with the intent of the parties as evidenced by all of the terms of this AGREEMENT.

21.2. **Waiver.**

Neither party's obligations under this AGREEMENT, or rights under this AGREEMENT, may be modified or waived, except in a writing signed by a duly authorized representative of that party. No representative of either party has the authority to waive or modify the requirement imposed by the preceding sentence. Either party's failure:

(a) to at any time enforce, require the performance of, or object to the other party's failure or refusal to perform any term, condition or covenant of this AGREEMENT; or

(b) to exercise any right that party has under this AGREEMENT;

shall not constitute a waiver of any subsequent breach, affect the validity of all or any part of this AGREEMENT, or the right of that party to subsequently enforce the same term, condition, or covenant, but shall apply only to the specific instance to which the waiver is directed. No delay in enforcement shall be deemed a waiver of the right to later enforce any term, condition or covenant.

21.3. **No Extrinsic Modifications.**

Each party acknowledges and agrees that this AGREEMENT contains all terms that are material to this AGREEMENT, up to and including the point of execution of this AGREEMENT. Each party agrees that no evidence extrinsic to this AGREEMENT, other than the Häagen-Dazs Franchise Disclosure Document most recently provided to FRANCHISEE before FRANCHISEE signed their AGREEMENT, may be used or admitted to vary either party's understanding of this AGREEMENT. Nothing in this AGREEMENT or any related agreement is intended to disclaim the representations SHOPPE COMPANY made to you in the Franchise Disclosure Document that SHOPPE COMPANY furnished FRANCHISEE most recently before FRANCHISEE signed this AGREEMENT.

21.4. **Joint and Several Liability.**

Each person and entity, individually and collectively, being the FRANCHISEE, shall be jointly and severally liable for all of FRANCHISEE's obligations, performances, and liabilities under this AGREEMENT.

21.5. **Section Titles.**

Section titles in this AGREEMENT are for the convenience of the parties, and shall not be considered in construing the meaning of any of this AGREEMENT's provisions.

Article 22. NOT EFFECTIVE UNTIL FULLY EXECUTED

This AGREEMENT shall not be effective until fully executed by SHOPPE COMPANY and FRANCHISEE.

(Signature Page Follows)

In the presence of:

FRANCHISEE

_____

Witness

Date: _____

_____

Franchisee [Name]

By: _____

Title: _____

In the Presence of:

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

_____

By: _____

Name: _____

Date: _____

Title: _____

EXHIBIT E

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

HÄAGEN-DAZS AREA DEVELOPMENT AGREEMENT

HÄAGEN-DAZS SHOP AREA DEVELOPMENT AGREEMENT

This Häagen-Dazs Shop Area Development Agreement (this "AREA AGREEMENT") is entered into as of the [Day] day of [Month], [Year], by and between The Häagen-Dazs Shoppe Company, Inc., a New Jersey corporation, with its principal place of business at 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344 ("SHOPPE COMPANY"), and [Developer], residing at [Residential Address] ("DEVELOPER"):

Article 1 INTRODUCTION

1.1 The System.

SHOPPE COMPANY has through the investment of considerable time and money developed a unique and distinctive system of high quality ice cream shops (the "SYSTEM") operated in association with the MARKS prominently featuring the sale of HÄAGEN-DAZS® PRODUCTS and menu items prepared with HÄAGEN-DAZS® PRODUCTS. The SYSTEM includes proprietary and distinctive products, product specifications, ingredients, menu items, recipes, techniques, training methods, production methods, operating methods, designs and décor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, and customer service requirements (the "SYSTEM STANDARDS"), all of which may be modified from time to time by SHOPPE COMPANY, and which are directed toward promoting HÄAGEN-DAZS® PRODUCTS in a manner that will enhance the good will associated with the MARKS and the SYSTEM.

1.2 DEVELOPER's Desire to be Part of the SYSTEM.

DEVELOPER desires to be part of the SYSTEM and to establish a number of HÄAGEN-DAZS® SHOPs subject to and in accordance with all of the terms and conditions of this AREA AGREEMENT.

1.3 SHOPPE COMPANY's Desire to Grant Franchises.

SHOPPE COMPANY desires to grant DEVELOPER franchises to establish and operate HÄAGEN-DAZS® SHOPs, subject to the terms and conditions of this AREA AGREEMENT, and conditioned upon DEVELOPER's continual adherence and conformity to the SYSTEM STANDARDS.

1.4 Agreement of the Parties.

Consistent with these introductory provisions, and in consideration of the mutual promises and covenants contained in this AREA AGREEMENT, SHOPPE COMPANY and DEVELOPER agree to be bound by the terms of this AREA AGREEMENT.

Article 2 CERTAIN DEFINITIONS

For the purposes of this AREA AGREEMENT, the following terms shall have the following meanings:

2.1 FRANCHISE AGREEMENT.

FRANCHISE AGREEMENT means a formal written agreement by which SHOPPE COMPANY grants a franchise for a particular HÄAGEN-DAZS® SHOP to be operated under the MARKS and as part of the SYSTEM. In the case of a SATELLITE or HOSPITALITY SHOP, "FRANCHISE AGREEMENT"

shall mean the form of agreement, irrespective of how titled, that SHOPPE COMPANY uses to grant the right to establish and operate the respective SATELLITE or HOSPITALITY SHOP.

2.2 HÄAGEN-DAZS® PRODUCTS.

"HÄAGEN-DAZS® PRODUCTS" means Häagen-Dazs® brand ice cream, sorbet, frozen yogurt, other frozen dessert products and other food items, manufactured under a license from the owner of the MARKS, for distribution and sale in association with the MARKS, as modified, added to, or deleted from time to time by SHOPPE COMPANY or the manufacture of the HÄAGEN-DAZS® PRODUCTS.

2.3 Häagen-Dazs® Shop.

"HÄAGEN-DAZS® SHOP" means a retail ice cream store operated as part of the SYSTEM, either directly by SHOPPE COMPANY, or under a FRANCHISE AGREEMENT.

2.4 Marks.

"MARKS" means the Häagen-Dazs name and trademarks, service marks, logos, trade dress, and other commercial symbols.

2.5 NEW SHOP.

"NEW SHOP" means a new HÄAGEN-DAZS® SHOP, other than a SATELLITE or a HOSPITALITY SHOP, established by DEVELOPER within the DEVELOPMENT AREA during the TERM, under the terms of this AREA AGREEMENT, and a corresponding FRANCHISE AGREEMENT.

2.6 Notice.

"NOTICE" means a communication satisfying the requirements of Article 14.

2.7 SATELLITE.

"SATELLITE" means a HÄAGEN-DAZS® SHOP established in the same commercial facility as an already-existing HÄAGEN-DAZS® SHOP, by the owner of that already-existing HÄAGEN-DAZS® SHOP, and, unless the owner of that already-existing HÄAGEN-DAZS® SHOP is SHOPPE COMPANY, under the terms of a FRANCHISE AGREEMENT.

2.8 HOSPITALITY SHOP.

"HOSPITALITY SHOP" means a HÄAGEN-DAZS® SHOP:

(a) Established under the terms of SHOPPE COMPANY's HOSPITALITY SHOP program; and

(b) Offering no more than 16 tub facings of HÄAGEN-DAZS® PRODUCTS; and

(c) Offering a limited selection of menu items made with those HÄAGEN-DAZS® PRODUCTS, consisting of all or some of the following: cups, cones, shakes, and sundaes; and

(d) Typically (but not necessarily) located in a commercial environment where the development of a full-scale Häagen-Dazs® Shop would be unusual; and

(e) Typically (but not necessarily) established and operated by a business enterprise that owns or controls all or a significant portion of that commercial environment.

Article 3. SCOPE

Subject to the terms and conditions of this AREA AGREEMENT, DEVELOPER shall have the right and obligation to, during the TERM defined under Article 4, establish NEW SHOPs within the DEVELOPMENT AREA defined by Article 5.

Article 4. TERM

4.1. The "TERM."

The single, non-renewable term of this AREA AGREEMENT (the "TERM") will commence on [Commencement Date] (the "COMMENCEMENT DATE"), and will end on [Expiration Date] (the "EXPIRATION DATE"); unless this AREA AGREEMENT is sooner cancelled or terminated in accordance with its provisions.

4.2. No Continuation or Extension.

The parties acknowledge that, except as expressly set forth under Section 7.5.4, neither party has any right to extend the TERM, or to otherwise continue the relationship represented by this AREA AGREEMENT beyond the TERM.

Article 5. DEVELOPMENT AREA

5.1. "development area" Defined.

"DEVELOPMENT AREA" means the geographic area described on Exhibit A to this AREA AGREEMENT. The DEVELOPMENT AREA shall not be modified by any changes to or modifications of any geographic references by which the DEVELOPMENT AREA is defined, including, but not limited to, the renaming of any road, or the annexing of additional land by any governmental body; it being understood that the DEVELOPMENT AREA shall, for the entire TERM, be geographically identical to its make-up as of the COMMENCEMENT DATE.

5.2. Reference Map.

A map depicting the DEVELOPMENT AREA is attached to this AREA AGREEMENT as Exhibit B, solely as a reference tool for the convenience of the parties. If there is any discrepancy between the DEVELOPMENT AREA described by Exhibit A, and the map depicting the DEVELOPMENT AREA on Exhibit B, then the description on Exhibit A shall control, and the map on Exhibit B shall be deemed to be of no legal significance whatsoever.

Article 6. AREA DEVELOPMENT FEE

6.1. AREA DEVELOPMENT FEE.

In exchange for the development rights SHOPPE COMPANY is granting to DEVELOPER under Article 7, DEVELOPER shall pay SHOPPE COMPANY a fee (the "AREA DEVELOPMENT FEE"), in the amount of [To Be Negotiated]; and which DEVELOPER shall pay at the time of signing this AREA AGREEMENT.

6.2. **AREA DEVELOPMENT FEE is Non-Refundable.**

DEVELOPER acknowledges and agrees that the AREA DEVELOPMENT FEE shall be deemed fully-earned by SHOPPE COMPANY upon the complete execution of this AREA AGREEMENT; it being understood that SHOPPE COMPANY, in entering into this AREA AGREEMENT, is giving up certain rights to, during the TERM, pursue alternative opportunities for development of HÄAGEN-DAZS® SHOPs within the DEVELOPMENT AREA. Under no circumstances shall DEVELOPER become entitled to a refund of any portion of the AREA DEVELOPMENT FEE, except as expressly contemplated by Section 12.2 if DEVELOPER terminates this AREA AGREEMENT on account of SHOPPE COMPANY's failure to timely cure a material breach of the AREA AGREEMENT.

Article 7. EXCLUSIVE NATURE OF DEVELOPMENT RIGHTS

7.1. **Häagen-Dazs® Shops Within development area.**

Except as expressly permitted under this AREA AGREEMENT, in consideration of DEVELOPER's development obligations under Article 8, SHOPPE COMPANY will not itself establish during the TERM, or license any third-party to establish during the TERM, any HÄAGEN-DAZS® SHOP within the DEVELOPMENT AREA. It is the intention of the parties that the term "HÄAGEN-DAZS® SHOP," as defined by Section 2.3, be narrowly construed so as not to bring within the ambit of this Section 7.1 any other selling opportunities involving HÄAGEN-DAZS® PRODUCTS.

7.2. **Reservations of Right.**

DEVELOPER acknowledges and agrees that the exclusive development rights granted by Section 7.1 entitle DEVELOPER only to the reasonable expectation that, during the TERM, subject to those exceptions set forth under Section 7.3, or elsewhere in this AREA AGREEMENT, SHOPPE COMPANY will not itself establish, or grant any third-party the right to establish during the TERM, a HÄAGEN-DAZS® SHOP within the DEVELOPMENT AREA.

7.3. **Rights Retained by RIGHTS HOLDERS.**

SHOPPE COMPANY, for itself, its affiliates, the owner of the MARKS, and their respective direct and indirect licensees (collectively the "RIGHTS HOLDERS" as their interests now or hereafter exist), retain the absolute right to distribute goods and services using the MARKS or other trademarks, service marks, trade names, logos and commercial symbols, through any other distribution methods or channels they choose, including but not limited to restaurants, retail grocery and convenience stores, and ice cream parlors, within and outside of the DEVELOPMENT AREA; with the sole exception of through the establishment of a HÄAGEN-DAZS® SHOP within the DEVELOPMENT AREA, other than as permitted by this AREA AGREEMENT.

7.4. **Sales by Others within development area.**

Nothing in this AREA AGREEMENT grants DEVELOPER the right to be the only retailer of HÄAGEN-DAZS® PRODUCTS within the DEVELOPMENT AREA. Without limiting the foregoing, DEVELOPER acknowledges that the RIGHTS HOLDERS retain the absolute right to distribute and sell goods and services, including the HÄAGEN-DAZS® PRODUCTS, directly and indirectly, in association with the MARKS or other trademarks, service marks, trade names, logos and commercial symbols:

(a) through any distribution methods or channels they chose, including but not limited to retail stores, restaurants and other foodservice businesses, grocery and convenience stores within the development area;

(b) including through ice cream parlors and similar foodservices business, with the exception of through the establishment of a Häagen-Dazs® Shop unless otherwise permitted by this AREA AGREEMENT; and

(c) may themselves, or may permit third parties including other System franchisees to engage in certain selling activities, within the development area, including without limitation (a) sales at special events, festivals, fairs, catered events, and similar events, irrespective of whether open to the general public; and (b) sales to persons or businesses located within the development area.

7.5. **Exceptions to Exclusivity.**

DEVELOPER acknowledges and agrees that, in addition to any other opportunity within the scope of Section 7.2, SHOPPE COMPANY and other RIGHTS HOLDERS may, without violating Section 7.1, directly or indirectly exploit any of the following opportunities within the DEVELOPMENT AREA.

(a) Any opportunity related to the continued operation of any Häagen-Dazs® Shop existing within the development area as of the COMMENCEMENT DATE (the locations of which are identified on Exhibit C), or subsequently established within the development area under the terms of this AREA AGREEMENT;

(b) Any opportunity to establish a HOSPITALITY SHOP;

(c) Any opportunity to establish a SATELLITE;

(d) Any non-traditional Häagen-Dazs® Shop opportunity within the scope of Section 7.4;

(e) Any Häagen-Dazs® Shop opportunity permitted by Section 8.4 on account of a failure of DEVELOPER to timely satisfy any INTERIM QUOTA;

(f) Any Häagen-Dazs® Shop opportunity with respect to which DEVELOPER does not exercise its first refusal right under the terms of Article 9;

(g) Any Häagen-Dazs® Shop opportunity resulting in the establishment of a Häagen-Dazs® Shop that commences business operations after the EXPIRATION DATE.

7.6. **Non-Traditional HÄAGEN-DAZS® SHOP Opportunities.**

DEVELOPER acknowledges and agrees that the exclusive development rights granted by Section 7.1, and DEVELOPER's development obligations under Article 8, contemplate the development of HÄAGEN-DAZS® SHOPs in typical retail settings, such as malls, shopping centers, and non-gated tourist venues. DEVELOPER further acknowledges that there are certain venues, geographically situated within the DEVELOPMENT AREA, which DEVELOPER will most likely not be in a position to pursue, because of unique factors related to those venues. Therefore, while DEVELOPER will not be precluded from pursuing the following opportunities, DEVELOPER acknowledges and agrees that the following venues are excluded from scope of the exclusive development rights granted to DEVELOPER by Section 7.1, even though physically within the geographic boundaries of the DEVELOPMENT AREA:

(a) A boat, barge, riverboat, or other floating vessel or floating structure, on which licensed gaming is conducted, irrespective of whether present within the development area on a permanent or non-permanent basis;

(b) Any auto racing, horse racing, dog racing, or other similar facility;

(c) Any facility belonging directly or indirectly to a federally recognized Native American tribal nation;

(d) Stadiums, arenas, and similar venues used primarily for purposes of hosting sporting events, concerts, and similar spectator events;

(e) Museums, zoos, aquariums, botanical gardens, and similar venues;

(f) Amusement parks, water parks, and similar theme venues;

(g) National Parks, State Parks, and similar public venues;

(h) Country clubs, golf course, private sporting clubs, and similar venues;

(i) On the campus of any college, university, or other institution of higher learning, or within any public or private school.

7.7. **Limited Extension in Connection with DIPPING OPERATION.**

SHOPPE COMPANY acknowledges that the exploitation of certain potential opportunities within the scope of Section 7.2 might possibly impact the practical ability of DEVELOPER to satisfy the DEVELOPMENT QUOTA and any INTERIM QUOTA. Therefore, under the limited conditions described below, DEVELOPER may become entitled to an extension of the TERM, and may become entitled to an extension of the date by which DEVELOPER must satisfy any INTERIM QUOTA. Except as expressly set forth in this Section 7.5, DEVELOPER acknowledges and agrees that SHOPPE COMPANY shall have absolutely no obligation to DEVELOPER in connection with the exploitation of any opportunity within the scope of Section 7.2, or in connection with the exploitation of any other opportunity permitted under this AREA AGREEMENT.

7.7.1. **"DIPPING" and "BULK PRODUCTS" Defined.**

For the purposes of this AREA AGREEMENT, "DIPPING" shall mean the retail sale of individual servings of bulk foodservice packaged HÄAGEN-DAZS® PRODUCTS ("BULK PRODUCTS") where:

(a) the BULK PRODUCTS are sold in:

(1) ice cream cones, irrespective of whether in association with the MARKS, or

(2) disposable dishes, irrespective of whether in association with the MARKS, unless: (i) used as an ingredient in a product that is not sold in association with the MARKS, or (ii) used as an accompaniment for another dessert item in the same disposable dish;

(b) the BULK PRODUCTS are sold from a non-temporary foodservice establishment;

(c) the BULK PRODUCTS are sold from a quick-service food counter, quick-service restaurant, or quick-service food concession; and

(d) the establishment is not a HÄAGEN-DAZS® SHOP.

7.7.2. **"DIPPING" Definition to be Narrowly Construed.**

The parties agree that the definition of "DIPPING" shall be narrowly construed so as not to bring within its scope situations that do not clearly meet its definition. By way of example, but not limitation, the parties agree that "DIPPING" shall not include:

(a) sales at special events, such as an art festival or concert;

(b) hosted or sponsored events at which the BULK PRODUCTS are not being purchased by individual consumers, such as a catered event;

(c) sales by businesses not open to, or frequented by, the general public, such as school and corporate cafeterias;

(d) sales from a sit-down, non-quick service restaurant which may permit customers to purchase food for delivery or take-away consumption;

(e) hotel room service sales;

(f) sales of frozen desserts or frozen beverages incorporating the BULK PRODUCTS, but not being sold in association with the Marks;

(g) sales of pies and cakes for take-away consumption that are topped with the BULK PRODUCTS, without regard to whether the BULK PRODUCTS topping the pies and cakes are identified with the MARKS;

(h) sales of Dreyer's, Edy's, Nestlé, or any other non-Häagen-Dazs brand products, in bulk form or otherwise, from any ice cream shop or any other business.

7.7.3. **DIPPING OPERATION.**

"DIPPING OPERATION" shall mean a business engaged in DIPPING.

7.7.4. **DIPPING OPERATION Identification and Response.**

If DEVELOPER becomes aware of any DIPPING OPERATION within the DEVELOPMENT AREA, which DEVELOPER in good faith believes may impair DEVELOPER's ability to satisfy the DEVELOPMENT QUOTA or any INTERIM QUOTA, then DEVELOPER may provide SHOPPE COMPANY with NOTICE of the DIPPING OPERATION. SHOPPE COMPANY may, within 30 days from NOTICE of the DIPPING OPERATION, cause the DIPPING OPERATION to be discontinued, in which case the rights and obligations of the parties under this AREA AGREEMENT shall remain unchanged. If SHOPPE COMPANY does not cause the DIPPING OPERATION to be discontinued within 30 days from NOTICE of the DIPPING OPERATION, then DEVELOPER shall have the right, upon written request, to have the TERM extended by 90 days; provided however that under no circumstances will the TERM be extended by more than 90 days in connection with any one DIPPING OPERATION, or a total of 360 days under the terms of this Section 7.5.4. In the event of any extension of the TERM under this Section 7.5.4, the date by which DEVELOPER must satisfy each INTERIM QUOTA will also be extended by 90 days, except in the case of an INTERIM QUOTA that was required to be satisfied before the NOTICE of the DIPPING OPERATION.

Article 8. DEVELOPMENT QUOTA

8.1. DEVELOPMENT QUOTA Over TERM.

DEVELOPER shall, during the TERM, open a minimum of [TO BE NEGOTIATED] NEW SHOPs within the DEVELOPMENT AREA (the "DEVELOPMENT QUOTA").

8.2. INTERIM QUOTA; Momentum Toward Achieving DEVELOPMENT QUOTA.

DEVELOPER shall at all times exert its best commercial efforts to promote and enhance the development of NEW SHOPs within the DEVELOPMENT AREA, so as to achieve the DEVELOPMENT QUOTA. In order to ensure that DEVELOPER is making progress toward achieving the DEVELOPMENT QUOTA, DEVELOPER shall satisfy each of the following requirements (each an "INTERIM QUOTA"):

(a) Open, and continue to have in operation, at least [TO BE NEGOTIATED] NEW SHOPs by the end of the [TO BE NEGOTIATED] year of the TERM;

(b) Open, and continue to have in operation, at least [TO BE NEGOTIATED] NEW SHOPs by the end of the [TO BE NEGOTIATED] year of the TERM.

8.3. Failure to Satisfy DEVELOPMENT QUOTA.

The parties agree that it would be difficult to determine SHOPPE COMPANY's actual monetary damages resulting from DEVELOPER's failure to satisfy the DEVELOPMENT QUOTA. Therefore, if DEVELOPER fails to satisfy the DEVELOPMENT QUOTA, then SHOPPE COMPANY will be entitled to liquidated damages, determined in accordance with the following formula: For each NEW SHOP, necessary to satisfy the DEVELOPMENT QUOTA, that DEVELOPER failed to open, DEVELOPER shall pay SHOPPE COMPANY 5 times the average royalty that became payable to SHOPPE COMPANY, during the one year period ending on the last day of the final calendar month before the EXPIRATION DATE, in connection with the operation of the last 10 HÄAGEN-DAZS® SHOPs, other than a SATELLITE or HOSPITALITY SHOP, to be established within the SYSTEM, which, as of the EXPIRATION DATE had been in operation for at least 12 full calendar months. The parties agree that the liquidated damaged contemplated by this Section 8.3 are reasonable, in view of the respective obligations and expectations of the parties, and shall not be construed as a penalty.

8.4. Failure to Satisfy INTERIM QUOTA.

If DEVELOPER fails to timely satisfy any INTERIM QUOTA, then SHOPPE COMPANY shall have the right to, at any time thereafter, by NOTICE to DEVELOPER, suspend the exclusive HÄAGEN-DAZS® SHOP development rights granted to DEVELOPER by Section 7.1, for the balance of the TERM. Except for a suspension of the exclusive development rights contemplated by Section 7.1, the terms of this AREA AGREEMENT shall remain unchanged, and, in particular SHOPPE COMPANY shall remain entitled to all amounts otherwise payable by DEVELOPER to SHOPPE COMPANY under this AREA AGREEMENT, and DEVELOPER shall remain obligated to satisfy the DEVELOPMENT QUOTA.

8.5. NEW SHOP Developed in Excess of DEVELOPMENT QUOTA.

During the TERM DEVELOPER may, but shall have no obligation to, open more NEW SHOPs than necessary to satisfy the DEVELOPMENT QUOTA. The procedures for developing each NEW SHOP opened after the DEVELOPMENT QUOTA will be consistent with the procedures for developing other NEW SHOPs under this AREA AGREEMENT, except that DEVELOPER will pay SHOPPE COMPANY

a franchise fee in the amount of $5,000, within 30 days following the opening of each NEW SHOP opened by DEVELOPER in excess of the DEVELOPMENT QUOTA.

8.6. HÄAGEN-DAZS® SHOPs Opened After TERM

If DEVELOPER enters into any FRANCHISE AGREEMENT during the TERM, in contemplation of a NEW SHOP that does not commence operations on or before the EXPIRATION DATE, then DEVELOPER will have the option, notwithstanding anything to the contrary contained in the respective FRANCHISE AGREEMENT, to, within 30 days following the EXPIRATION DATE, either:

(a) Cancel the particular FRANCHISE AGREEMENT by Notice to SHOPPE COMPANY; or

(b) Pay SHOPPE COMPANY the franchise fee and other fees that, under the FRANCHISE AGREEMENT, DEVELOPER would otherwise have paid to SHOPPE COMPANY, but for the terms of this AREA AGREEMENT.

If DEVELOPER fails to timely exercise either option contemplated by this Section 8.6 then DEVELOPER shall be deemed to have elected to proceed in accordance with Section 8.6(b), and will within 30 days following a written request from SHOPPE COMPANY, make payment of all amounts contemplated by 8.6(b). If DEVELOPER fails to timely make any payment as contemplated by this Section 8.6, then SHOPPE COMPANY will have the right to declare a non-payment default under the terms of the respective FRANCHISE AGREEMENT, and thereafter proceed in the manner contemplated by that FRANCHISE AGREEMENT.

8.7. Excluded from DEVELOPMENT QUOTA.

Except as set forth under Section 8.8, the establishment of any HÄAGEN-DAZS® SHOP, which is not a "NEW SHOP" as defined by Section 2.5, shall not be counted toward satisfaction of the DEVELOPMENT QUOTA, or any INTERIM QUOTA. The parties agree that none of the following is a "NEW SHOP:"

(a) The continued operation of any HÄAGEN-DAZS® SHOP, as permitted under the terms of Section 7.3(a).

(b) The establishment of any HÄAGEN-DAZS® SHOP within the DEVELOPMENT AREA by SHOPPE COMPANY or any third-party, as permitted under Section 7.4.

(c) The relocation of an existing HÄAGEN-DAZS® SHOP within the same facility in which already existing (e.g. a mall, or other commercial property). A HÄAGEN-DAZS® SHOP shall be deemed to have been relocated if opened in the same commercial facility within 1 year after a previously existing HÄAGEN-DAZS® SHOP has closed, or if a previously existing HÄAGEN-DAZS® SHOP in the same facility closes within 1 year after an otherwise NEW SHOP is opened. Except as provided in this Section 8.7(c), a NEW SHOP that DEVELOPER opens in a facility where an existing HÄAGEN-DAZS® SHOP is already located, will be counted in the same manner as if that NEW SHOP had been developed elsewhere in the DEVELOPMENT AREA. Nothing in this provision shall imply any right to relocate any HÄAGEN-DAZS® SHOP without the express consent of SHOPPE COMPANY.

8.8. **Quota Credit for HÄAGEN-DAZS® SHOPs Other than NEW SHOPs.**

DEVELOPER represents that DEVELOPER's ability and commitment to satisfy the DEVELOPMENT QUOTA, and each INTERIM QUOTA, is not dependent upon SHOPPE COMPANY granting DEVELOPER the right to establish any HÄAGEN-DAZS® SHOP that is not a "NEW SHOP" as defined by Section 2.5; or the development, by someone other than DEVELOPER, of a HÄAGEN-DAZS® SHOP following DEVELOPER's election not to exercise DEVELOPER's right of refusal right under Article 9. Notwithstanding the foregoing, DEVELOPER will receive credit toward satisfaction of the DEVELOPMENT QUOTA, and any future INTERIM QUOTA, under the following terms and conditions:

(a) DEVELOPER will receive credit toward the satisfaction of the DEVELOPMENT QUOTA, and any future INTERIM QUOTA, upon the opening of a HÄAGEN-DAZS® SHOP under the terms of Section 9.5, to the same extent as if a NEW SHOP.

(b) If SHOPPE COMPANY grants DEVELOPER the right to establish a HOSPITALITY SHOP, and DEVELOPER in fact establishes a HOSPITALITY SHOP within the DEVELOPMENT AREA during the TERM, then that HOSPITALITY SHOP will be counted as ½ a NEW SHOP toward satisfaction of the DEVELOPMENT QUOTA and any future INTERIM QUOTA.

(c) If SHOPPE COMPANY grants DEVELOPER the right to establish a SATELLITE, and DEVELOPER in fact establishes a SATELLITE within the DEVELOPMENT AREA during the TERM, then that SATELLITE will be counted as ½ a NEW SHOP toward satisfaction of the DEVELOPMENT QUOTA and any future INTERIM QUOTA.

8.9. **Discontinued Operations; Limited Scope.**

DEVELOPER acknowledges and agrees that objectives of SHOPPE COMPANY, in entering into this AREA AGREEMENT, include the development and continued operation of HÄAGEN-DAZS® SHOPs opened within the DEVELOPMENT AREA; and the sale of HÄAGEN-DAZS® PRODUCTS from those HÄAGEN-DAZS® SHOP. Accordingly, notwithstanding any provision to the contrary contained in this AREA AGREEMENT, DEVELOPER acknowledges and agrees that:

(a) A NEW SHOP, the operation of which is discontinued during the TERM shall not be counted toward satisfaction of the DEVELOPMENT QUOTA, or any INTERIM QUOTA, unless that NEW SHOP had been operated for at least 5 full years before being closed; and its closure was not a breach the related FRANCHISE AGREEMENT.

(b) Unless SHOPPE COMPANY agrees otherwise, in writing, a NEW SHOP that has fewer than 24 holes (tub facings) shall not be counted toward satisfaction of the DEVELOPMENT QUOTA, or any future INTERIM QUOTA, and, if SHOPPE COMPANY permits its development, will be treated in the same manner as a NEW SHOP opened in excess of the DEVELOPMENT QUOTA, under Section 8.5.

(c) A HOSPITALITY SHOP established by DEVELOPER under Section 8.8, the operation of which is discontinued during the TERM, shall not be counted toward satisfaction of the DEVELOPMENT QUOTA, or any INTERIM QUOTA, unless that HOSPITALITY SHOP had been operated for at least 3 full years before being closed; and its closure was not a breach the related FRANCHISE AGREEMENT.

(d) A SATELLITE established by DEVELOPER under Section 8.8, the operation of which is discontinued during the TERM, shall not be counted toward satisfaction of the

DEVELOPMENT QUOTA, or any INTERIM QUOTA, unless that SATELLITE had been operated for at least 3 full years before being closed; and its closure was not a breach the related FRANCHISE AGREEMENT.

Article 9. FIRST REFUSAL RIGHT

DEVELOPER agrees that an objective of SHOPPE COMPANY under this AREA AGREEMENT is to maximize the number of HÄAGEN-DAZS® SHOPs opened within the DEVELOPMENT AREA during the TERM. From time to time during the TERM, SHOPPE COMPANY may become aware of a potential opportunity to establish a HÄAGEN-DAZS® SHOP within the DEVELOPMENT AREA, under circumstances that would violate the exclusive development rights granted to DEVELOPER by Section 7.1 (each a "THIRD PARTY SHOP OPPORTUNITY"), if pursued by SHOPPE COMPANY other than as permitted by this Article 9.

9.1. Identification of THIRD PARTY SHOP OPPORTUNITY.

If SHOPPE COMPANY desires to pursue the THIRD PARTY SHOP OPPORTUNITY, then SHOPPE COMPANY will provide DEVELOPER with NOTICE of the THIRD PARTY SHOP OPPORTUNITY, which will include information concerning the location of the potential HÄAGEN-DAZS® SHOP (the "TARGET LOCATION"), as well as reasonably appropriate contact information for the landlord, developer, or leasing agent of the TARGET LOCATION.

9.2. DEVELOPER's Decision to Exercise First Refusal Right.

DEVELOPER will have 15 days from the NOTICE of the THIRD PARTY SHOP OPPORTUNITY to provide NOTICE to SHOPPE COMPANY of whether DEVELOPER would like to pursue the THIRD PARTY SHOP OPPORTUNITY.

9.3. DEVELOPER's Exercise of its First Refusal Right.

If DEVELOPER timely notifies SHOPPE COMPANY that DEVELOPER would like to pursue the THIRD PARTY SHOP OPPORTUNITY, then:

(a) DEVELOPER shall thereafter exert commercially reasonable efforts to pursue the THIRD PARTY SHOP OPPORTUNITY for the purpose establishing a NEW Shop at the TARGET LOCATION, and shall comply with the terms of this AREA AGREEMENT to the same extent as if the THIRD PARTY SHOP OPPORTUNITY had been first identified by DEVELOPER;

(b) DEVELOPER shall enter into a FRANCHISE AGREEMENT in contemplation of the establishment of a NEW Shop at the TARGET LOCATION, within 30 days from DEVELOPER's Notice to SHOPPE COMPANY under Section 9.2, unless extended by SHOPPE COMPANY;

(c) DEVELOPER shall within 60 days from DEVELOPER's Notice to SHOPPE COMPANY under Section 9.2: (i) complete the due diligence contemplated by the FRANCHISE AGREEMENT entered into in contemplation of the establishment of a NEW Shop at the TARGET LOCATION (or contemplated by the alternative procedures then currently established by SHOPPE COMPANY), (ii) present the results thereof to SHOPPE COMPANY; and (iii) based on the results thereof inform SHOPPE COMPANY, in writing, of whether DEVELOPER would like to proceed with the development of a NEW Shop at the TARGET LOCATION;

(d) If DEVELOPER, based on its due diligence contemplated by Section 9.3(c) determines to discontinue its development of a NEW Shop at the TARGET LOCATION, then SHOPPE COMPANY will have the right to pursue the THIRD PARTY SHOP OPPORTUNITY under the terms of Section 9.4, as if DEVELOPER had initially elected to not pursue the THIRD PARTY SHOP OPPORTUNITY;

(e) If DEVELOPER, based on its due diligence contemplated by Section 9.3(c) determines to continue its the development of a NEW Shop at the TARGET LOCATION, then DEVELOPER shall exert commercially reasonable efforts, and take all remaining steps reasonably necessary to establish a NEW Shop at the TARGET LOCATION in accordance with the provisions of this AREA AGREEMENT.

9.4. **DEVELOPER s Election to Not Exercise of its First Refusal Right.**

If DEVELOPER does not timely notify SHOPPE COMPANY that DEVELOPER would like to pursue the THIRD PARTY SHOP OPPORTUNITY, then SHOPPE COMPANY shall have the right to pursue the THIRD PARTY SHOP OPPORTUNITY, and in particular may itself establish or grant a third-party the right to establish, a HÄAGEN-DAZS® SHOP at the TARGET LOCATION.

9.5. **DEVELOPER's Right to Compensation.**

If SHOPPE COMPANY or any third-party, as result of pursuing a THIRD PARTY SHOP OPPORTUNITY, establishes a HÄAGEN-DAZS® SHOP at the TARGET LOCATION during the TERM, then SHOPPE COMPANY will, within 60 days following the opening of that HÄAGEN-DAZS® SHOP, pay DEVELOPER $5,000.

Article 10. GRANT OF FRANCHISES TO DEVELOPER

SHOPPE COMPANY will grant DEVELOPER franchises for the operation of NEW SHOPs within the DEVELOPMENT AREA, subject to the following terms, and the other terms of this AREA AGREEMENT:

10.1. **DEVELOPER Solely Responsible for Due Diligence.**

DEVELOPER acknowledges and agrees that DEVELOPER is solely responsible for assessing the viability of any proposed NEW SHOP. Without limiting the foregoing, DEVELOPER acknowledges and agrees that:

(a) DEVELOPER will conduct its own independent investigation and will make its own independent judgment with respect to the suitability of any potential site for a NEW Shop and will not rely in any manner whatsoever upon SHOPPE COMPANY;

(b) In consenting to DEVELOPER's establishment of any NEW Shop, SHOPPE COMPANY shall be deemed not to have made any representations, express or implied, as to the suitability of a site for a NEW Shop; and

(c) SHOPPE COMPANY shall have no liability to DEVELOPER whatsoever, in any way related to or arising out of SHOPPE COMPANY's consent to DEVELOPER's establishment of any NEW Shop.

10.2. **FRANCHISE AGREEMENT.**

SHOPPE COMPANY and DEVELOPER will enter into a FRANCHISE AGREEMENT for each NEW SHOP, subject to the following terms.

10.3. **Form of FRANCHISE AGREEMENT.**

DEVELOPER and SHOPPE COMPANY will enter into the form of FRANCHISE AGREEMENT then customarily being used by SHOPPE COMPANY to grant franchises for HÄAGEN-DAZS® SHOPs. Except as described below, the terms of the FRANCHISE AGREEMENT shall in no way be modified by the terms of this AREA AGREEMENT, or the relationship represented by this AREA AGREEMENT.

(a) Except in the case of a NEW SHOP within the scope of Section 8.5, or a HÄAGEN-DAZS® SHOP within the scope of Section 8.6, DEVELOPER shall not be required to pay any initial franchise fee contemplated by the FRANCHISE AGREEMENT.

(b) DEVELOPER shall not be required to adhere to any procedure for the development of a HÄAGEN-DAZS® SHOP that significantly conflicts with the development procedures contemplated by this AREA AGREEMENT, unless such conflicting development procedures are required under applicable law.

(c) DEVELOPER shall not be required to sign any FRANCHISE AGREEMENT that contemplates a royalty payment exceeding 5% of a NEW SHOP's gross sales.

10.3.1. **Otherwise Obligated to Comply with FRANCHISE AGREEMENTs.**

With the exception of those modifications and adjustments specified by Section 10.2.1, DEVELOPER, as the "franchisee" under any particular FRANCHISE AGREEMENT shall be required to adhere to the terms of the that FRANCHISE AGREEMENT, including financial terms relating to the payment of royalties, advertising contributions and other things.

10.3.2. **Timing.**

In connection with each anticipated NEW SHOP, DEVELOPER will enter into a FRANCHISE AGREEMENT at a point in time, relative to the development of a particular NEW SHOP, which is consistent with SHOPPE COMPANY's then usual HÄAGEN-DAZS® SHOP development procedures.

10.4. **HOSPITALITY SHOP or SATELLITE.**

If SHOPPE COMPANY permits DEVELOPER to pursue a HOSPITALITY SHOP opportunity or SATELLITE opportunity under Section 8.8, then DEVELOPER shall comply with the then-applicable procedures for the development of that HOSPITALITY SHOP or SATELLITE, including, but not limited to, entering into the form of FRANCHISE AGREEMENT then customarily being used by SHOPPE COMPANY for that purpose, and payment of any applicable fees, including any initial franchise fee (or similar fee then applicable to the respective program).

10.5. **Disclosure Compliance.**

From time to time SHOPPE COMPANY may present DEVELOPER with SHOPPE COMPANY's then current Franchise Disclosure Document. DEVELOPER will cooperate with SHOPPE COMPANY

with respect to timely acknowledging receipt of such offering circular, and otherwise documenting SHOPPE COMPANY's compliance with applicable law relating to the grant of a franchise.

10.6. DEVELOPER Must Continue to Satisfy SHOPPE COMPANY's Requirements.

DEVELOPER will from time to time, upon SHOPPE COMPANY's request, furnish SHOPPE COMPANY with such financial statements and other financial information regarding DEVELOPER and any proposed NEW SHOP (including, without limitation, investment and financing plans for the proposed NEW SHOP) as SHOPPE COMPANY may reasonably require. SHOPPE COMPANY may refuse to grant DEVELOPER a franchise for a NEW SHOP if DEVELOPER:

(a) has not reasonably complied with SHOPPE COMPANY's most recent reasonable request for information under this Section 10.3;

(b) is in default under this AREA AGREEMENT, beyond any applicable cure period;

(c) is in default under any FRANCHISE AGREEMENT or any other agreement relating to any HÄAGEN-DAZS® SHOP, beyond any applicable cure period;

(d) fails to qualify for expansion under SHOPPE COMPANY's then current requirements; provided however that if SHOPPE COMPANY's the then current expansion requirements are significantly more onerous than those in-place as of the execution of this AREA AGREEMENT, then SHOPPE COMPANY will not refrain from granting DEVELOPER a franchise for a NEW SHOP, under this subparagraph (d), as long as SHOPPE COMPANY does not, in good faith, question the ability of DEVELOPER to properly operate a NEW SHOP in accordance with SHOPPE COMPANY's then current operational requirements; or

(e) does not meet SHOPPE COMPANY's the then current financial requirements; provided however that if SHOPPE COMPANY's the then current financial requirements are significantly more onerous than those in-place as of the execution of this AREA AGREEMENT, then SHOPPE COMPANY will not refrain from granting DEVELOPER a franchise for a NEW SHOP, under this subparagraph (e), as long as (1) DEVELOPER, any affiliated or related partnership, entity or business association has for the preceding 6 month period remained current in its obligations to SHOPPE COMPANY and its affiliates, and (2) SHOPPE COMPANY has no other reason to in good faith question DEVELOPER's financial ability to establish a NEW SHOP.

Article 11. MARKS

11.1. DEVELOPER Shall Not Acquire any Interest in the MARKS.

DEVELOPER acknowledges that DEVELOPER has no interest whatsoever in or to the MARKS and that DEVELOPER's right to use the MARKS will derive solely from the respective FRANCHISE AGREEMENT. DEVELOPER also acknowledges that SHOPPE COMPANY may, from time to time, modify, alter or change the MARKS which are the subject of the FRANCHISE AGREEMENTs and this AREA AGREEMENT and DEVELOPER will abide by all of SHOPPE COMPANY's requirements with respect to the usage of such MARKS. DEVELOPER agrees that all usage of the MARKS by DEVELOPER and any goodwill established thereby shall inure to the exclusive benefit of SHOPPE COMPANY and its direct and indirect licensors. DEVELOPER further agrees that after the termination or expiration of this AREA AGREEMENT, DEVELOPER will not, except with respect to any HÄAGEN-DAZS® SHOP operated by DEVELOPER pursuant to a FRANCHISE AGREEMENT, directly or indirectly, at any time

or in any manner identify itself as a franchisee of, or otherwise associated with SHOPPE COMPANY or the MARKS; or use in any manner or for any purpose any of the MARKS or other indicia of a HÄAGEN-DAZS® SHOP or any colorable imitation thereof.

11.2. DEVELOPER Shall Not Use Any of the MARKS as Part of Its Name.

DEVELOPER shall not use any of the MARKS as part of any corporate trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may DEVELOPER use any MARKS in connection with any business or activity, other than the business conducted by DEVELOPER under and in accordance with FRANCHISE AGREEMENT's entered into between DEVELOPER and SHOPPE COMPANY, or in any other manner not explicitly authorized in writing by SHOPPE COMPANY.

11.3. DEVELOPER Shall Notify SHOPPE COMPANY of Infringing Use of MARKS.

DEVELOPER shall immediately notify SHOPPE COMPANY in writing of any apparent infringement of or challenge to DEVELOPER's use of any of the MARKS, or claim by any person of any rights in any MARKS or similar trade name, trademark, service mark, logo or other symbol of which DEVELOPER becomes aware. DEVELOPER shall not communicate with any person other than SHOPPE COMPANY and its counsel in connection with any such infringement, challenge or claim. SHOPPE COMPANY shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any such infringement, challenge, or claim or otherwise relating to any of the MARKS.

Article 12. TERMINATION

This AREA AGREEMENT may only be terminated in accordance with the provisions of this Article 12.

12.1. TERMINATION BY SHOPPE COMPANY

SHOPPE COMPANY shall have the right to terminate this AREA AGREEMENT, immediately by NOTICE of termination, upon any breach of this AREA AGREEMENT by DEVELOPER that cannot be cured, or, in the case of a breach that can be cured, upon DEVELOPER's failure to cure that breach within 30 days of NOTICE of breach given by SHOPPE COMPANY. Upon the termination of this AREA AGREEMENT under this Section 12.1, SHOPPE COMPANY shall have a right to liquidated damages calculated in accordance with Section 8.3, based on the number of NEW SHOPs that, as of the termination date, DEVELOPER had yet to establish in satisfaction of the DEVELOPMENT QUOTA. The parties agree that each of the following circumstances shall be deemed a material, non-curable breach of this AREA AGREEMENT:

(a) DEVELOPER transfers or attempts to transfer any interest in this AREA AGREEMENT without SHOPPE COMPANY's prior written consent, which SHOPPE COMPANY shall have an absolute right to withhold;

(b) Any change in control, restructuring, or dissolution of DEVELOPER, without SHOPPE COMPANY's prior written consent, which SHOPPE COMPANY shall have an absolute right to withhold;

(c) DEVELOPER's having made any material misrepresentation or omission in its application for the development rights conferred by this AREA AGREEMENT;

(d) DEVELOPER's (or an officer, director, general partner, or principal shareholder of DEVELOPER) is convicted of or pleads no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the MARKS, or DEVELOPER becomes involved in any situation which degrades it in society or subjects either it, SHOPPE COMPANY, the MARKS or the system of HÄAGEN-DAZS® SHOPs to public disrepute, contempt or scandal;

(e) DEVELOPER makes or permits any unauthorized use of the MARKS or unauthorized use or disclosure of confidential information in violation of any FRANCHISE AGREEMENT;

(f) DEVELOPER fails on three or more separate occasions within any twelve consecutive month period to comply with this AREA AGREEMENT, whether or not such failures to comply are corrected after NOTICE to DEVELOPER; provided however that this provisions shall only apply if, with respect to each of the first two separate occasions, SHOPPE COMPANY provided DEVELOPER with actual NOTICE of non-compliance; and

(g) DEVELOPER's breach of any FRANCHISE AGREEMENT, resulting in SHOPPE COMPANY terminating that FRANCHISE AGREEMENT.

12.2. **Termination by DEVELOPER.**

DEVELOPER shall have the right to terminate this AREA AGREEMENT, immediately by NOTICE of termination, if SHOPPE COMPANY fails to cure any breach of this AREA AGREEMENT within thirty days of NOTICE of breach given by DEVELOPER. If DEVELOPER terminates this AREA AGREEMENT under the terms of this Section 12.2, then DEVELOPER shall be entitled to a pro rata return of the AREA DEVELOPMENT FEE, based on the unexpired TERM, as of the effective date of termination, as compared to the full original TERM of this AREA AGREEMENT. DEVELOPER acknowledges and agrees that the remedy contemplated by this Section 12.2 shall be DEVELOPER's sole and exclusive remedy on account of a breach of this AREA AGREEMENT by SHOPPE COMPANY.

Article 13. ASSIGNMENT

13.1. **By SHOPPE COMPANY.**

This AREA AGREEMENT is fully assignable by SHOPPE COMPANY and shall inure to the benefit of any assignee or successor in interest to SHOPPE COMPANY.

13.2. **DEVELOPER May not Assign Without Approval of SHOPPE COMPANY.**

DEVELOPER understands and acknowledges that the rights and duties created by this AREA AGREEMENT are personal to DEVELOPER and that SHOPPE COMPANY has granted this AREA AGREEMENT in reliance upon the individual or collective character, skill, aptitude, attitude, business ability, and financial capacity of DEVELOPER (or its shareholders or partners, if DEVELOPER is a corporation or partnership). Therefore:

(a) Neither this AREA AGREEMENT (or any interest therein), nor any part or all of the ownership of DEVELOPER may be voluntarily, involuntarily, directly or indirectly, assigned, sold, subdivided, subfranchised, or otherwise transferred by DEVELOPER or its owners (including without limitation, by consolidation or merger, by issuance of securities representing an ownership interest in DEVELOPER, by conversion of a general partnership to a limited partnership, by transfer or creation of an interest as a general partner

of a limited partnership, by transfer of an interest in DEVELOPER or in this AREA AGREEMENT in a divorce proceeding, or in the event of the death of DEVELOPER or an owner of DEVELOPER, by will, declaration of or transfer in trust of the laws of intestate succession), without the prior written approval of SHOPPE COMPANY.

(b) Any such assignment or transfer without such approval shall constitute a non-curable material breach hereof and shall convey no rights to or interest in this AREA AGREEMENT to such assignee.

Article 14. NOTICE

14.1. Form of NOTICE.

Unless otherwise required by a specific provision of this AREA AGREEMENT, each NOTICE required or permitted hereunder shall be in writing, addressed in accordance with this Article 14, and sent by United States Postal Service registered or certified mail, return receipt requested; or by nationally recognized overnight delivery service, requiring a receipt; or served personally. Each NOTICE shall be deemed to be given, delivered or served, upon the mailing or personal service thereof.

14.2. To SHOPPE COMPANY.

A NOTICE to SHOPPE COMPANY shall be sent to or served personally at the following address:

The Häagen-Dazs Shoppe Company, Inc.
7500 Flying Cloud Drive, Suite 750
Eden Prairie, Minnesota, 55344

Attention: Legal Notices Recipient

SHOPPE COMPANY may from time to time amend its address for NOTICE, by written communication to DEVELOPER, sent by regular mail, confirmed facsimile transmission, or in any other manner permitted for written communications under this AREA AGREEMENT.

14.3. To DEVELOPER.

A NOTICE to DEVELOPER shall be effective if sent to either the NEW SHOP, or the last known mailing address of DEVELOPER, or if there is more than one individual or entity collectively identified as DEVELOPER, then the last known mailing address of any one of them. DEVELOPER, or if there is more than one individual or entity collectively identified as DEVELOPER, then each of them, shall amend its mailing address (which in the case of a natural person must be such person's principal residential address) within 30 days of any change by written communication to SHOPPE COMPANY, sent by regular mail, confirmed facsimile transmission, or in any other manner permitted for written communications under this AREA AGREEMENT.

Article 15. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

15.1. Relationship of the Parties.

DEVELOPER and SHOPPE COMPANY are independent contractors. This AREA AGREEMENT shall not be construed as constituting DEVELOPER an agent, servant, representative or employee of SHOPPE COMPANY for any purpose whatsoever. DEVELOPER is not granted any right or authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name of

SHOPPE COMPANY, in any matter or thing whatsoever. This AREA AGREEMENT does not create a fiduciary relationship or a relationship of special trust and confidence.

15.2. Indemnification by DEVELOPER.

Upon demand by SHOPPE COMPANY, DEVELOPER shall defend, indemnify and hold SHOPPE COMPANY harmless during and after the TERM from any and all claims, demands, and causes of action by any third-party arising from, or relating to DEVELOPER's performance under, or the failure of DEVELOPER to adhere to any of DEVELOPER's obligations under this AREA AGREEMENT. This obligation shall survive the expiration or earlier termination of this AREA AGREEMENT.

Article 16. INTERPRETATION, CLAIMS AND DISPUTES.

Except to the extent invalidated by valid, enforceable, applicable laws of the jurisdiction where the DEVELOPMENT AREA is located, or where DEVELOPER resides, the provisions of this Article 16 shall govern the interpretation of this AREA AGREEMENT, and the resolution of any legal action in any way related to the AREA AGREEMENT. If any provision of this Article 16 is unenforceable for any reason, then it shall still be considered to determine the intent of the parties.

16.1. Limitation of Actions.

Neither DEVELOPER nor SHOPPE COMPANY may commence any legal action against the other, more than 3 years from the occurrence, act, or event giving rise to that legal action, or after any shorter applicable statute of limitations.

16.2. No Right to Trial by Jury.

THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

16.3. Jurisdiction and Venue.

DEVELOPER hereby agrees to submit to the jurisdiction of the state and federal courts within the state of Minnesota, and consents to personal jurisdiction in Minnesota. DEVELOPER hereby waives any objection to venue in the State and Federal Courts of Minnesota, including any objection based upon the convenience of the forum. Any legal action commenced by DEVELOPER shall be brought either in state court sitting in Hennepin County, Minneapolis, Minnesota, or the United States District Court having concurrent jurisdiction with the state court sitting in Hennepin County, Minneapolis, Minnesota. DEVELOPER acknowledges that SHOPPE COMPANY has its principal place of business in Minneapolis, and agrees that this provision is reasonable.

16.4. Choice of Law.

The following provisions shall control the choice of law to be applied to the interpretation of this AREA AGREEMENT and a determination of the rights of the parties under this AREA AGREEMENT.

16.4.1. Law to be Applied to the Interpretation of AREA AGREEMENT.

The terms of this AREA AGREEMENT and its related documents shall be construed in accordance with the common law of the State of Minnesota.

16.4.2. **Application of State Franchise Law.**

The applicable franchise laws, if any, of the jurisdiction where the DEVELOPMENT AREA is located, or where DEVELOPER resides, shall govern any obligations between SHOPPE COMPANY and DEVELOPER, to the extent those franchise laws supplement, displace, or modify the provisions of this AREA AGREEMENT. In construing this provision, it is the intent of the parties that to the extent of a conflict between this AREA AGREEMENT and applicable franchise laws, the applicable franchise laws will be deemed waived to the fullest extent permitted by state or federal law.

16.5. **Prevailing Party to be Awarded Costs and Attorneys' Fees.**

The prevailing party in any legal action brought to enforce the terms of this AREA AGREEMENT shall be awarded attorneys' fees and costs.

16.6. **NOTICE of Claim as Condition Precedent to Action.**

DEVELOPER shall not, under any circumstances, institute any legal action, unless at least 90 days before instituting that legal action, DEVELOPER gives NOTICE, to SHOPPE COMPANY, explaining in complete detail what acts, or omissions, DEVELOPER contends give rise to DEVELOPER's legal action. DEVELOPER agrees that the NOTICE required by this provision is a condition precedent to DEVELOPER's right to initiate a legal action, against SHOPPE COMPANY, that is in any way related to this AREA AGREEMENT. DEVELOPER agrees that this covenant made by DEVELOPER is a material provision of this AREA AGREEMENT, and will survive any expiration, cancellation or other termination of this AREA AGREEMENT.

16.7. **Election of Remedies.**

Unless a specific provision of this AREA AGREEMENT expressly restricts SHOPPE COMPANY to a particular remedy on account of a particular failure of DEVELOPER to comply with the terms of this AREA AGREEMENT, no remedy contemplated by this AREA AGREEMENT on account of a particular failure of DEVELOPER to comply with the terms of this AREA AGREEMENT shall be deemed an exclusive remedy, and SHOPPE COMPANY shall at all times have an absolute right to pursue any other legal and equitable remedies available to it on account of such failure.

16.8. **Injunctive Relief.**

DEVELOPER recognizes that DEVELOPER's failure to comply with the terms of this AREA AGREEMENT could cause irreparable damage to the MARKS and the SYSTEM. Therefore, in the event of a breach or threatened breach by DEVELOPER of any of the covenants or provisions of this AREA AGREEMENT, SHOPPE COMPANY, in addition to, but not in lieu of any other rights and remedies, shall have the immediate right to secure an order enjoining the breach or threatened breach.

Article 17. DEVELOPER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

DEVELOPER agrees and acknowledges that SHOPPE COMPANY, in entering into this AREA AGREEMENT, has the right to rely on, and is in fact relying on, each of the following representations and acknowledgements.

17.1. **No Representations By SHOPPE COMPANY.**

DEVELOPER acknowledges and represents that in deciding to execute this AREA AGREEMENT, DEVELOPER has not relied upon any representations by any representative of SHOPPE COMPANY, except those representations, if any, that are explicitly set forth in this AREA AGREEMENT, or in the Häagen-Dazs Franchise Disclosure Document that was most recently provided to DEVELOPER before DEVELOPER signed this AREA AGREEMENT. Without limiting the foregoing, DEVELOPER acknowledges that SHOPPE COMPANY has not made any representation concerning the sales, income, profit, or losses that DEVELOPER may realize in connection with this AREA AGREEMENT or any NEW SHOP.

17.2. **Review of AREA AGREEMENT and SYSTEM.**

DEVELOPER acknowledges receiving a true and accurate copy of this AREA AGREEMENT at least five business days before signing it, and acknowledges that, before signing this AREA AGREEMENT, DEVELOPER had a full and adequate opportunity to:

(a) read and review this AREA AGREEMENT;

(b) be advised by DEVELOPER's business advisors and legal counsel concerning this AREA AGREEMENT; and

(c) evaluate and investigate the SYSTEM, including the operational and financial aspects related to the establishment and operation of the NEW SHOP.

17.3. **No Claims.**

DEVELOPER acknowledges that at the time of executing this AREA AGREEMENT, DEVELOPER is not aware of any acts or omissions of SHOPPE COMPANY, or its affiliates or agents, which would in any way give rise to any claims by DEVELOPER against SHOPPE COMPANY or its affiliates or agents.

17.4. **No Defaults by DEVELOPER.**

DEVELOPER represents that, to the best of DEVELOPER's knowledge, DEVELOPER is not presently in default of any obligations owed to SHOPPE COMPANY under any currently existing agreement between the parties.

17.5. **Prior Payments.**

DEVELOPER acknowledges and agrees that, except for the AREA DEVELOPMENT FEE, DEVELOPER has not, in connection with this AREA AGREEMENT or the rights contemplated by this AREA AGREEMENT, paid any money, or given anything else of value, to SHOPPE COMPANY or a representative of SHOPPE COMPANY.

17.6. **Character, Reputation and Ability.**

DEVELOPER represents and warrants that DEVELOPER is of good character and reputation, and physically, mentally, and financially able to accept and fulfill DEVELOPER's obligations set forth in this AREA AGREEMENT.

Article 18. SEVERABILITY AND CONSTRUCTION

18.1. **Severability.**

If any term of this AREA AGREEMENT is held to be unenforceable for any reason, then the remaining terms shall be enforced to the greatest extent possible, consistent with the intent of the parties as evidenced by all of the terms of this AREA AGREEMENT.

18.2. **Waiver.**

None of DEVELOPER's obligations under this AREA AGREEMENT, or SHOPPE COMPANY's rights under this AREA AGREEMENT, may be modified or waived, except in a writing signed by a duly authorized representative of SHOPPE COMPANY. No representative of SHOPPE COMPANY has the authority to waive or modify the requirement imposed by the preceding sentence. SHOPPE COMPANY's failure:

(a) to at any time enforce, require the performance of, or object to DEVELOPER's failure or refusal to perform any term, condition or covenant of this AREA AGREEMENT; or

(b) to exercise any right SHOPPE COMPANY has under this AREA AGREEMENT;

shall not constitute a waiver of any subsequent breach, affect the validity of all or any part of this AREA AGREEMENT, or the right of SHOPPE COMPANY to subsequently enforce the same term, condition, or covenant, but shall apply only to the specific instance to which the waiver is directed. No delay in enforcement shall be deemed a waiver of the right to later enforce any term, condition or covenant.

18.3. **No Extrinsic Modifications.**

DEVELOPER acknowledges and agrees that this AREA AGREEMENT contains all terms that are material to this AREA AGREEMENT, up to and including the point of DEVELOPER's execution of this AREA AGREEMENT. DEVELOPER agrees that no evidence extrinsic to this AREA AGREEMENT, other than the Häagen-Dazs Franchise Disclosure Document most recently provided to FRANCHISEE before FRANCHISEE signed this AREA AGREEMENT, may be used or admitted to vary DEVELOPER's understanding of this AREA AGREEMENT. Nothing in this AREA AGREEMENT or any related agreement is intended to disclaim the representations SHOPPE COMPANY made to you in the Franchise Disclosure Document that SHOPPE COMPANY furnished FRANCHISEE most recently before FRANCHISEE signed this AREA AGREEMENT.

18.4. **Joint and Several Liability.**

Each person and entity, individually and collectively, being the DEVELOPER, shall be jointly and severally liable for all of DEVELOPER's obligations, performances, and liabilities under this AREA AGREEMENT.

18.5. **Section Titles.**

Section titles in this AREA AGREEMENT are for the convenience of the parties, and shall not be considered in construing the meaning of any of this AREA AGREEMENT's provisions.

Article 19. NOT EFFECTIVE UNTIL FULLY EXECUTED

This AREA AGREEMENT shall not be effective until fully executed by SHOPPE COMPANY and DEVELOPER.

(DEVELOPER: ***Please have a witness to each signature sign and date this agreement in the space provided for that purpose next to each signature line).***

In the presence of:	DEVELOPER
_____	_____
Witness	Franchisee: [Developer]
Date: _____	
In the Presence of:	THE HÄAGEN-DAZS SHOPPE COMPANY, INC.
_____	By: _____
Date: _____	Name: _____
	Title: _____

Area Agreement – Exhibit A

DEVELOPMENT AREA

Area Agreement – Exhibit B

REFERENCE MAP

DEVELOPER acknowledges that, as of the Commencement Date, the following HÄAGEN-DAZS® SHOPs already existed within the DEVELOPMENT AREA:

(aa) None ---

(bb) --- End of List

EXHIBIT F

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agent for Service of Process:

Commissioner
Department of Financial Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for Service of Process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

MARYLAND CONTINUED

Agent for Service of Process:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

Agent for Service of Process:

Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA

Administrator:

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

Agent for Service of Process:

Securities Commissioner
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, ND 58505-0510

RHODE ISLAND

Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

State Administrator:

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507
(360) 902-8760

Agent for Service for Process:

Director of Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. 012723

EXHIBIT G

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to the California Franchise Investment Law.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee 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.

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.

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

The area development agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Neither Shoppe Company, nor any person or franchise broker identified in Item 2 of this Franchise Disclosure Document 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, 15 U.S.C.A 78a, et seq., suspending or expelling such persons from membership in such associations or exchange.

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.

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

The maximum interest rate that Shoppe Company or its affiliates may impose on account of a late payment is 10% per annum.

Shoppe Company advertises its franchise offering on various websites. Our website advertising has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the contents of our website advertising may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

The following risk factor is added to the Special Risks to Consider About *This* Franchise page:

> **Turnover Rate**. During the last three years, a high percentage of franchised outlets (more than 5-15%) in California ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

Section 22.4.2 of the Franchise Agreement, Section 13.2.4.2 of the Satellite Agreement, Section 19.4.2 of the Hospitality Agreement and Section 16.4.2 of the Area Development Agreement are hereby revised to remove the following language: "In construing this provision, it is the intent of the parties that to the extent of a conflict between this AGREEMENT and applicable franchise laws, the applicable franchise laws will be deemed waived to the fullest extent permitted by state or federal law."

The Franchise Agreement is hereby amended as follows:

Section	As Written	As Revised
Title	FRANCHISEE's acknowledgements and representations.	Things to Consider Before Signing.
Initial Text	FRANCHISEE agrees and acknowledges that SHOPPE COMPANY, in entering into this AGREEMENT, has the right to rely on, and is in fact relying on, each of the following representations and acknowledgements.	In furtherance of a positive start to this relationship, SHOPPE COMPANY requests that FRANCHISEE carefully read and consider the following information before signing this AGREEMENT.
23.1	FRANCHISEE acknowledges and represents that in deciding to execute this AGREEMENT, FRANCHISEE has not relied upon any representations by any representative of SHOPPE COMPANY, except those representations, if any, that are explicitly set forth in this AGREEMENT, or in the Häagen-Dazs Franchise Disclosure Document that was most recently provided to FRANCHISEE before FRANCHISEE signed this AGREEMENT. Without limiting the foregoing, FRANCHISEE acknowledges that SHOPPE COMPANY has not made any representation concerning the sales, income, profit, or losses that FRANCHISEE may realize in connection with the FRANCHISE.	FRANCHISEE is entitled to rely on the information in this FRANCHISE AGREEMENT, and the information in the Franchise Disclosure Document that FRANCHISEE received before signing this AGREEMENT. FRANCHISEE is cautioned that information from other sources may not be reliable. FRANCHISEE is also cautioned that the only commitments that SHOPPE COMPANY is making are those contained in this AGREEMENT. As a matter of policy, SHOPPE COMPANY does not permit its representatives to make any representations concerning sales (other than in Item 19 of the Franchise Disclosure Document), income, profit, or losses that FRANCHISEE may realize in connection with the FRANCHISE. If FRANCHISEE perceives any of SHOPPE COMPANY'S representatives to have contravened this policy, then SHOPPE COMPANY requests that FRANCHISEE, before signing this AGREEMENT, contact SHOPPE COMPANY management, in writing, alerting management to the situation.

Section	As Written	As Revised
23.2	FRANCHISEE acknowledges receiving a true and accurate copy of this AGREEMENT, and acknowledges that, before signing this AGREEMENT, FRANCHISEE had a full and adequate opportunity to: (a) read and review this AGREEMENT; (b) be advised by FRANCHISEE's business advisors and legal counsel concerning this AGREEMENT; and (c) evaluate and investigate the SYSTEM, including the operational and financial aspects related to the establishment and operation of the SHOP.	SHOPPE COMPANY is legally obligated to have provided you with a copy of this AGREEMENT, with or without the information particular to you and this specific FRANCHISE (e.g. Proposed Site), at least 7 days before the day you signed this Agreement. This waiting period is intended to give you time to review this AGREEMENT, and seek counsel from business advisors and legal counsel. It is also important that you have taken the time to investigate the SYSTEM, including the financial aspects related to the establishment and operation of the SHOP. If you need more time to do these things, then it is important that you delay signing until you are comfortable that you have sufficient information to move forward.
23.3	FRANCHISEE acknowledges that at the time of executing this AGREEMENT, FRANCHISEE is not aware of any acts or omissions of SHOPPE COMPANY, or its affiliates or agents, which would in any way give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents.	SHOPPE COMPANY prefers not to expand existing relationship with unresolved issues. SHOPPE COMPANY therefore requests that, if FRANCHISEE is aware of any acts or omission of SHOPPE COMPANY, or its affiliates or agents, that would give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents, that FRANCHISEE, before signing this AGREEMENT, contact SHOPPE COMPANY management to work though, or affirmatively preserve, those possible claims.
23.5	FRANCHISEE acknowledges and agrees that, except for the initial FRANCHISE FEE paid by FRANCHISEE upon signing this AGREEMENT, FRANCHISEE has not, in connection with the FRANCHISE, paid any money, or given anything else of value, to SHOPPE COMPANY or a representative of SHOPPE COMPANY in any way relating to the SHOP.	As a matter of protocol, SHOPPE COMPANY's does not accept payment of the FRANCHISE FEE (or any other payments of things of value related to this AGREEMENT or the FRANCHISE, before this AGREEMENT has been signed. If FRANCHISEE perceives any of SHOPPE COMPANY'S representatives to have contravened this protocol, then SHOPPE COMPANY requests that FRANCHISEE, before signing this AGREEMENT, contact SHOPPE COMPANY management, in writing, alerting management to the situation.

The Satellite Agreement is hereby amended as follows:

Section	As Written	As Revised
15	FRANCHISEE acknowledges and represents that in deciding to execute this AGREEMENT, FRANCHISEE has not relied upon any representations by any representative of SHOPPE COMPANY, except such representations as are contained in the Häagen-Dazs Franchise Disclosure Document which was provided to FRANCHISEE prior to FRANCHISEE's execution of this AGREEMENT.	FRANCHISEE is entitled to rely on the information in this SATELLITE AGREEMENT, and the information in the Franchise Disclosure Document that FRANCHISEE received before signing this AGREEMENT. FRANCHISEE is cautioned that information from other sources may not be reliable. FRANCHISEE is also cautioned that the only commitments that SHOPPE COMPANY is making are those contained in this SATELLITE AGREEMENT. As a matter of policy, SHOPPE COMPANY does not permit its representatives to make any representations concerning sales (other than in Item 19 of the Franchise Disclosure Document), income, profit, or losses that FRANCHISEE may realize in connection with the FRANCHISE. If FRANCHISEE perceives any of SHOPPE COMPANY'S representatives to have contravened this policy, then SHOPPE COMPANY requests that FRANCHISEE, before signing this SATELLITE AGREEMENT, contact SHOPPE COMPANY management, in writing, alerting management to the situation.
16	FRANCHISEE acknowledges and agrees that, prior to the execution of this AGREEMENT, FRANCHISEE did not pay any money or other consideration to SHOPPE COMPANY or a representative of SHOPPE COMPANY in connection with this AGREEMENT or the SATELLITE.	As a matter of protocol, SHOPPE COMPANY's does not accept payment of the FRANCHISE FEE (or any other payments of things of value related to this SATELLITE AGREEMENT or the FRANCHISE, before this SATELLITE AGREEMENT has been signed. If FRANCHISEE perceives any of SHOPPE COMPANY'S representatives to have contravened this protocol, then SHOPPE COMPANY requests that FRANCHISEE, before signing this SATELLITE AGREEMENT, contact SHOPPE COMPANY management, in writing, alerting management to the situation.

Section	As Written	As Revised
19	FRANCHISEE acknowledges that at the time of executing this Agreement, FRANCHISEE is not aware of any acts or omissions of SHOPPE COMPANY, or its affiliates or agents, that would in any way give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents.	SHOPPE COMPANY prefers not to expand existing relationship with unresolved issues. SHOPPE COMPANY therefore requests that, if FRANCHISEE is aware of any acts or omission of SHOPPE COMPANY, or its affiliates or agents, that would give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents, that FRANCHISEE, before signing this SATELLITE AGREEMENT, contact SHOPPE COMPANY management to work though, or affirmatively preserve, those possible claims.

The Hospitality Agreement is hereby amended as follows:

Section	As Written	As Revised
Title	FRANCHISEE's acknowledgements and representations.	Things to Consider Before Signing.
Initial Text	FRANCHISEE agrees and acknowledges that SHOPPE COMPANY, in entering into this AGREEMENT, has the right to rely on, and is in fact relying on, each of the following representations and acknowledgements.	In furtherance of a positive start to this relationship, SHOPPE COMPANY requests that FRANCHISEE carefully read and consider the following information before signing this AGREEMENT.

Section	As Written	As Revised
20.1	FRANCHISEE acknowledges and represents that in deciding to execute this AGREEMENT, FRANCHISEE has not relied upon any representations by any representative of SHOPPE COMPANY, except those representations, if any, that are explicitly set forth in this AGREEMENT, or in the Häagen-Dazs Franchise Disclosure Document that was most recently provided to FRANCHISEE before FRANCHISEE signed this AGREEMENT. Without limiting the foregoing, FRANCHISEE acknowledges that SHOPPE COMPANY has not made any representation concerning the sales, income, profit, or losses that FRANCHISEE may realize in connection with the FRANCHISE.	FRANCHISEE is entitled to rely on the information in this AGREEMENT, and the information in the Franchise Disclosure Document that FRANCHISEE received before signing this AGREEMENT. FRANCHISEE is cautioned that information from other sources may not be reliable. FRANCHISEE is also cautioned that the only commitments that SHOPPE COMPANY is making are those contained in this AGREEMENT. As a matter of policy, SHOPPE COMPANY does not permit its representatives to make any representations concerning sales (other than in Item 19 of the Franchise Disclosure Document), income, profit, or losses that FRANCHISEE may realize in connection with the FRANCHISE. If FRANCHISEE perceives any of SHOPPE COMPANY'S representatives to have contravened this policy, then SHOPPE COMPANY requests that FRANCHISEE, before signing this AGREEMENT, contact SHOPPE COMPANY management, in writing, alerting management to the situation.
20.2	FRANCHISEE acknowledges receiving a true and accurate copy of this AGREEMENT at least five business days before signing it, and acknowledges that, before signing this AGREEMENT, FRANCHISEE had a full and adequate opportunity to: (a) read and review this AGREEMENT; (b) be advised by FRANCHISEE's business advisors and legal counsel concerning this AGREEMENT; and (c) evaluate and investigate the SYSTEM, including the operational and financial aspects related to the establishment and operation of the SHOP.	SHOPPE COMPANY is legally obligated to have provided you with a copy of this AGREEMENT, with or without the information particular to you and this specific FRANCHISE (e.g. Proposed Site), at least 7 days before the day you signed this Agreement. This waiting period is intended to give you time to review this AGREEMENT, and seek counsel from business advisors and legal counsel. It is also important that you have taken the time to investigate the SYSTEM, including the financial aspects related to the establishment and operation of the SHOP. If you need more time to do these things, then it is important that you delay signing until you are comfortable that you have sufficient information to move forward.

Section	As Written	As Revised
20.3	FRANCHISEE acknowledges that at the time of executing this AGREEMENT, FRANCHISEE is not aware of any acts or omissions of SHOPPE COMPANY, or its affiliates or agents, which would in any way give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents.	SHOPPE COMPANY prefers not to expand existing relationship with unresolved issues. SHOPPE COMPANY therefore requests that, if FRANCHISEE is aware of any acts or omission of SHOPPE COMPANY, or its affiliates or agents, that would give rise to any claims by FRANCHISEE against SHOPPE COMPANY or its affiliates or agents, that FRANCHISEE, before signing this AGREEMENT, contact SHOPPE COMPANY management to work though, or affirmatively preserve, those possible claims.
20.5	FRANCHISEE acknowledges and agrees that FRANCHISEE has not, in connection with the FRANCHISE, paid any money, or given anything else of value, to SHOPPE COMPANY or a representative of SHOPPE COMPANY in any way relating to the SHOP.	As a matter of protocol, SHOPPE COMPANY does not accept payment of the FRANCHISE FEE (or any other payments of things of value related to this AGREEMENT or the FRANCHISE, before this AGREEMENT has been signed. If FRANCHISEE perceives any of SHOPPE COMPANY'S representatives to have contravened this protocol, then SHOPPE COMPANY requests that FRANCHISEE, before signing this AGREEMENT, contact SHOPPE COMPANY management, in writing, alerting management to the situation.

The Area Development Agreement is hereby amended as follows:

Section	As Written	As Revised
Title	DEVELOPER's acknowledgements and representations.	Things to Consider Before Signing.
Initial Text	DEVELOPER agrees and acknowledges that SHOPPE COMPANY, in entering into this AREA AGREEMENT, has the right to rely on, and is in fact relying on, each of the following representations and acknowledgements.	In furtherance of a positive start to this relationship, SHOPPE COMPANY requests that DEVELOPER carefully read and consider the following information before signing this AREA AGREEMENT.

Section	As Written	As Revised
17.1	DEVELOPER acknowledges and represents that in deciding to execute this AREA AGREEMENT, DEVELOPER has not relied upon any representations by any representative of SHOPPE COMPANY, except those representations, if any, that are explicitly set forth in this AREA AGREEMENT, or in the Häagen-Dazs Franchise Disclosure Document that was most recently provided to DEVELOPER before DEVELOPER signed this AREA AGREEMENT. Without limiting the foregoing, DEVELOPER acknowledges that SHOPPE COMPANY has not made any representation concerning the sales, income, profit, or losses that DEVELOPER may realize in connection with this AREA AGREEMENT or any NEW SHOP.	DEVELOPER is entitled to rely on the information in this AGREEMENT, and the information in the Franchise Disclosure Document that DEVELOPER received before signing this AREA AGREEMENT. DEVELOPER is cautioned that information from other sources may not be reliable. DEVELOPER is also cautioned that the only commitments that SHOPPE COMPANY is making are those contained in this AREA AGREEMENT. As a matter of policy, SHOPPE COMPANY does not permit its representatives to make any representations concerning sales (other than in Item 19 of the Franchise Disclosure Document), income, profit, or losses that DEVELOPER may realize in connection with the FRANCHISE. If DEVELOPER perceives any of SHOPPE COMPANY'S representatives to have contravened this policy, then SHOPPE COMPANY requests that DEVELOPER, before signing this AGREEMENT, contact SHOPPE COMPANY management, in writing, alerting management to the situation.
17.2	DEVELOPER acknowledges receiving a true and accurate copy of this AREA AGREEMENT at least five business days before signing it, and acknowledges that, before signing this AREA AGREEMENT, DEVELOPER had a full and adequate opportunity to: (a) read and review this AREA AGREEMENT; (b) be advised by DEVELOPER's business advisors and legal counsel concerning this AREA AGREEMENT; and (c) evaluate and investigate the SYSTEM, including the operational and financial aspects related to the establishment and operation of the NEW SHOP.	SHOPPE COMPANY is legally obligated to have provided you with a copy of this AREA AGREEMENT, with or without the information particular to you and this specific FRANCHISE (e.g. Proposed Site), at least 7 days before the day you signed this Agreement. This waiting period is intended to give you time to review this AREA AGREEMENT, and seek counsel from business advisors and legal counsel. It is also important that you have taken the time to investigate the SYSTEM, including the financial aspects related to the establishment and operation of the SHOP. If you need more time to do these things, then it is important that you delay signing until you are comfortable that you have sufficient information to move forward.

Section	As Written	As Revised
17.3	DEVELOPER acknowledges that at the time of executing this AREA AGREEMENT, DEVELOPER is not aware of any acts or omissions of SHOPPE COMPANY, or its affiliates or agents, which would in any way give rise to any claims by DEVELOPER against SHOPPE COMPANY or its affiliates or agents.	SHOPPE COMPANY prefers not to expand existing relationship with unresolved issues. SHOPPE COMPANY therefore requests that, if DEVELOPER is aware of any acts or omission of SHOPPE COMPANY, or its affiliates or agents, that would give rise to any claims by DEVELOPER against SHOPPE COMPANY or its affiliates or agents, that DEVELOPER, before signing this AREA AGREEMENT, contact SHOPPE COMPANY management to work though, or affirmatively preserve, those possible claims.
17.5	DEVELOPER acknowledges and agrees that, except for the AREA DEVELOPMENT FEE, DEVELOPER has not, in connection with this AREA AGREEMENT or the rights contemplated by this AREA AGREEMENT, paid any money, or given anything else of value, to SHOPPE COMPANY or a representative of SHOPPE COMPANY.	As a matter of protocol, SHOPPE COMPANY does not accept payment of the FRANCHISE FEE (or any other payments of things of value related to this AREA AGREEMENT or the DEVELOPER, before this AREA AGREEMENT has been signed. If DEVELOPER perceives any of SHOPPE COMPANY'S representatives to have contravened this protocol, then SHOPPE COMPANY requests that DEVELOPER, before signing this AREA AGREEMENT, contact SHOPPE COMPANY management, in writing, alerting management to the situation.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Posting of Surety Bond

Shoppe Company has posted a surety bond in an amount required by the Department of Financial Protection and Innovation to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees in Hawaii.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Fee Deferral

Items 5 and 7 of the FDD and Section 7.1 of the Franchise Agreement are amended to state: Based upon the franchisor's financial condition, the Hawaii Department of Commerce and Consumer Affairs has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____ _____

FRANCHISOR FRANCHISEE

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

Illinois Franchise Disclosure Act

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.

Franchisees' right upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any Franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Posting of Surety Bond

Shoppe Company has posted a surety bond in an amount required by the Illinois Attorney General to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

Franchisee:

_____	_____
Date Signed	(Name of Individual)
_____	_____
Date Signed	(Name of Individual)
_____	_____
Date Signed	(Name of Individual)
_____	_____
Date Signed	(Name of Individual)

The Häagen-Dazs Shoppe Company, Inc.:

_____	_____
Date Signed	Title:

Cover Sheet

The Risk Factors numbered 1 and 2 appearing on the Cover Sheet to the main body of this Disclosure Document are hereby deleted.

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

With respect to Franchises subject to the Illinois Franchise Disclosure Act, the following tables appear at Item 17 of the main portion of the Disclosure Document are hereby amended as indicated below:

The Franchise Agreement (Exhibit B to this Disclosure Document)

Provision	Section in Franchise Agreement	Summary
Choice of forum	22.3, deleted by paragraph 1 of the Illinois Modification Agreement.	None. Subject to state law.
Choice of law	22.4, modified by paragraph 2 of the Illinois Modification Agreement.	In accordance with the Illinois Franchise Disclosure Act. Subject to state law.

The Satellite Agreement (Exhibit C to this Disclosure Document)

Provision	Section in Addendum*	Summary
Choice of forum	13.23, deleted by paragraph 1 of the Illinois Modification Agreement	None. Subject to state law.
Choice of law	13.24, modified by paragraph 2 of the Illinois Modification Agreement.	In accordance with the Illinois Franchise Disclosure Act. Subject to state law.

The Hospitality Agreement (Exhibit D to this Disclosure Document)

Provision	Section in Franchise Agreement	Summary
Choice of forum	19.3, deleted by paragraph 1 of the Illinois Modification Agreement.	None. Subject to state law.
Choice of law	19.4, modified by paragraph 2 of the Illinois Modification Agreement.	In accordance with the Illinois Franchise Disclosure Act. Subject to state law.

The Area Development Agreement (Exhibit E to this Disclosure Document)

Provision	Section in Franchise Agreement	Summary
Choice of forum	16.3, deleted by paragraph 1 of the Illinois Modification Agreement.	None. Subject to state law.
Choice of law	16.4, modified by paragraph 2 of the Illinois Modification Agreement.	In accordance with the Illinois Franchise Disclosure Act. Subject to state law.

ADDENDUM TO FRANCHISE AGREEMENT, SATELLITE AGREEMENT, HOSPITALITY AGREEMENT AND AREA DEVELOPMENT AGREEMENT FOR THE STATE OF ILLINOIS

ILLINOIS MODIFICATION AGREEMENT

AGREEMENT made this ___ day of ___, 20__ , by and between The Häagen-Dazs Shoppe Company, Inc., a New Jersey corporation, with offices at 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344 (hereinafter referred to as "Franchisor"), and:

of: _____ _____ _____ _____
_____ _____ _____ _____
_____ _____ _____ _____

(hereinafter individually and collectively referred to as "Franchisee").

Introduction

This Illinois Modification Agreement is meant to conform agreements entered into in connection with Häagen-Dazs Franchise offerings within the State of Illinois, to the Illinois Franchise Disclosure Act; it shall not affect any agreement entered into in connection with a franchise which is not subject to the Illinois Franchise Disclosure Act.

1. Jurisdiction and Venue to be Proper within the State of Illinois.

In accordance with Section 4 of the Illinois Franchise Disclosure Act, which states that "Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of this State is void…":

a. Section 22.3 of the Häagen-Dazs Shop Franchise Agreement is hereby deleted.

b. Section 13.2.3 of the Häagen-Dazs Shop Franchise Satellite Agreement is hereby deleted.

c. Section 19.3 of the Häagen-Dazs Hospitality Agreement is hereby deleted.

d. Section 16.3 of the Häagen-Dazs Shop Area Development Agreement is hereby deleted.

2. Choice of Law and Governing Law within the State of Illinois.

With respect to any Häagen-Dazs franchise being developed or operated within the State of Illinois, the agreements referenced in paragraph 1 of this Modification Agreement, and the rights and obligations of the parties under such agreements, shall be governed and interpreted in accordance with Illinois law, and the following paragraphs shall be deemed modified to the extent not consistent therewith:

a. Section 22.4 of the Häagen-Dazs Shop Franchise Agreement; and

b. Section 13.2.4 of the Häagen-Dazs Shop Franchise Satellite Agreement.

c. Section 19.4 of the Häagen-Dazs Hospitality Agreement.

d. Section 16.4 of the Häagen-Dazs Area Development Agreement is hereby deleted.

3. Termination and Non-Renewal.

Franchisees' right upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. Certain Waivers Void.

With respect to any Häagen-Dazs franchise offering subject to the Illinois Franchise Disclosure Act, in accordance with Section 41 of the Illinois Franchise Disclosure Act:

Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Posting of Surety Bond

Shoppe Company has posted a surety bond in an amount required by the Illinois Attorney General to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

Franchisee:

_____ _____

Date Signed (Name of Individual)

_____ _____

Date Signed (Name of Individual)

_____ _____

Date Signed (Name of Individual)

_____ _____

Date Signed (Name of Individual)

The Häagen-Dazs Shoppe Company, Inc.:

_____ _____

Date Signed Title:

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees entitled to protection under the Maryland Franchise Registration Disclosure Law.

Item 5. INITIAL FEES

Pursuant to COMAR .02.02.08.08.F, we post a surety bond in an amount required by the Securities Commissioner of the Office of the Attorney General to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

(1) You may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

(2) A provision permitting us to terminate the Franchise Agreement due to your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

(3) No provision in the Franchise Agreement, Satellite Agreement, Hospitality Agreement, Area Development or other agreements which are attached as exhibits to this Disclosure Document are intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

(4) Pursuant to COMAR 02.02.08.16L, the general release required by Section 14.3.3 of the Franchise Agreement in connection with a transfer of the franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 22. CONTRACTS

In connection with a transfer of the Franchise Agreement, Section 14.3.3 of the Franchise Agreement requires you to execute transfer documents in the form that we require, which, among other things, includes a general release of Shoppe Company. A copy of the standard form of "Application for Consent to the Assignment and Assumption of a Franchise" (the "Transfer Documents") we are currently using is attached to this Maryland Addendum to Disclosure Document. We may modify the Transfer Documents at any time, or to address circumstances specific to a particular transfer.

The Maryland Modification Agreement makes clear that the general release you sign will not relieve us of any liability under the Maryland Franchise Registration and Disclosure Law.

Item 5, Item 7 and Area Development Agreement

Items 5 and 7 of the Franchise Disclosure Document and the Area Development Agreement are hereby revised to state the Area Development Agreement is not offered in the state of Maryland.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND MODIFICATION AGREEMENT

AGREEMENT made this ___ day of ___, 20__ , by and between The Häagen-Dazs Shoppe Company, Inc., a New Jersey corporation, with offices at 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344 (hereinafter referred to as "Shoppe Company"), and:

of: _____ _____ _____ _____
_____ _____ _____ _____
_____ _____ _____ _____

(hereinafter individually and collectively referred to as "Franchisee").

Introduction

This Maryland Modification Agreement is meant to conform agreements entered into in connection with Häagen-Dazs Franchise offerings within the State of Maryland, to the Maryland Franchise Registration and Disclosure Law (the "Maryland Law"); it shall not affect any agreement entered into in connection with a franchise which is not subject to the Maryland Law.

1. Jurisdiction and Venue to be Proper within the State of Maryland.

Consistent with Section 14-216(c)(25) of the Maryland Law, the following provisions, requiring that any lawsuit be filed in the State of Minnesota, are hereby deleted, so as to permit a lawsuit to be filed in the State of Maryland:

a. Section 22.3 of the Häagen-Dazs Shop Franchise Agreement;

b. Section 13.2.3 of the Häagen-Dazs Shop Franchise Satellite Agreement;

c. Section 19.3 of the Häagen-Dazs Hospitality Agreement.

d. Section 16.3 of the Häagen-Dazs Area Development Agreement.

2. General Release Shall Not Release Liability Under the Maryland Law.

In accordance with COMAR 02.02.08.16L, the general release required by the following provision shall not apply to any liability under the Maryland Law:

a. Section 14.3.3 of the Franchise Agreement, requiring a general release in connection with a transfer of the franchise agreement.

b. Section 12.2.2 of the Hospitality Agreement, requiring a general release in connection with a transfer of the Hospitality Shop franchise.

3. Not a Release With Respect to Claims Arising Under the Maryland Law.

Consistent with Section 14-226 of the Maryland Law, the following provisions, shall not be construed as a release, estoppel or waiver of any liability or claim arising under the Maryland Law:

a. Sections 23.1 and 23.3 of the Häagen-Dazs Shop Franchise Agreement; and

b. Articles 15 and 19 of the Häagen-Dazs Shop Franchise Satellite Agreement.

c. Sections 20.1 and 20.3 of the Häagen-Dazs Hospitality Agreement.

d. Section 17.3 of the Häagen-Dazs Shop Area Development Agreement.

4. Posting of Surety Bond

Pursuant to COMAR .02.02.08.08.F, Shoppe Company has posted a surety bond in an amount required by the Securities Commissioner of the Office of the Attorney General to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

Franchisee:

_____ _____

Date Signed (Name of Individual)

_____ _____

Date Signed (Name of Individual)

_____ _____

Date Signed (Name of Individual)

_____ _____

Date Signed (Name of Individual)

The Häagen-Dazs Shoppe Company, Inc.:

_____ _____

Date Signed Title:

REQUEST FOR CONSENT TO THE
ASSIGNMENT AND ASSUMPTION OF A HÄAGEN-DAZS SHOP FRANCHISE
No Transfer May Be Effected Without Shoppe Company's Prior Written Consent

IDENTIFICATION OF THE FRANCHISE			
(1)	Häagen-Dazs Shop Number:		(the "Shop")
(2)	Date the Franchise Agreement will expire:		(the "Expiration Date")
(3)	Authorized Location of the Shop:		
(4)	Franchisee(s) of Records:		
(5)	Amount of Transfer Fee:		

Important: DO NOT COMPLETE THIS FORM IF YOU BELIEVE THIS INFORMATION IS WRONG.

This information is based on Shoppe Company's records. If you think any of this information to be wrong, then immediately notify Shoppe Company in writing, specifying the information you contend to be incorrect, and the corresponding information that you believe to be correct. Please include an explanation as well as copies of any pertinent documents. If you do not tell Shoppe Company about any perceived errors, then Shoppe Company will understand you to agree with this information.

IDENTIFICATION OF BUYER	
Identity of Buyer (as defined below):	

DEFINITIONS

As used in this Request (as defined below), unless the context clearly requires otherwise, the following words, when capitalized, have the following meanings:

"**Books and Records**" means Franchisee's books, records, accounts kept by Franchisee in connection with the operation of the Franchised Business.

"**Buyer**" means each and every person and entity identified as the Buyer, above, and who, after the Transfer, would be, individually and collectively, the franchisee under the Franchise Agreement.

"**Franchise Agreement**" means the signed Häagen-Dazs Shop Franchise Agreement for the Shop, expiring on the Expiration Date identified above, and the corresponding Lease Assignment Option and First Refusal Option (if any), and any other documents incorporated by reference, including the Shop Operations Manual, as any of the same may have been amended from time to time, and subject to any restrictions validly imposed by Shoppe Company, whether in a written document or otherwise.

"**Franchised Business**" means the Shop and the business conducted under the Franchise Agreement.

"**Franchisee**" means the franchisees of record, identified above, being the persons and/or entities who are, individually and collectively, the franchisee under the Franchise Agreement, before the Transfer.

"**Request**" means this Request for Consent to the Assignment and Assumption of A Häagen-Dazs Shop Franchise.

"**Shoppe Company**" means The Häagen-Dazs Shoppe Company, Inc.

"**Transfer**" has the meaning set forth in the Franchise Agreement, and refers to the specific transaction contemplated by this Request and by the documents furnished to Shoppe Company in connection with this Request.

"**Transfer Fee**" means the non-refundable fee Franchisee shall pay to "The Häagen-Dazs Shoppe Company, Inc." as a condition of seeking consent to the transfer contemplated by this Request.

INSTRUCTIONS TO FRANCHISEE

Three originals of this Request are required. You must provide (or correct) the address and telephone information below, and the name(s) of Buyer, and then sign Section A. Buyer must sign section B. After fully signed and notarized, you must submit all three ***originals*** of this Request to Shoppe Company at the address identified below, with the following documents:

1. A copy of the fully executed Purchase and Sale Agreement, which should include a statement to the effect that the sale shall be subject to Shoppe Company's consent;
2. A Break Even Analysis Form prepared and signed by you ("Franchisee's Break Even Analysis");
3. A certified check for the Transfer Fee specified on the first page of this Request, payable to "The Häagen-Dazs Shoppe Company, Inc." You, not Buyer, must pay the Transfer Fee. Shoppe Company will not accept any payments from Buyer in connection with the Transfer.
4. The documents that the Instructions to Buyer require Buyer to submit, unless Buyer is submitting those documents directly to Shoppe Company.

Important: Provide Current RESIDENTIAL Address and Phone Number for Each Franchisee of Record:
(Federal and State Law Requires us to collect this information)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
( )	( )	( )	( )

INSTRUCTIONS TO BUYER

The submission of three originals of this document is required. You must complete Section B below. The current Franchisee must complete Section A. After fully completed, Franchisee must return the originals of this Request to Shoppe Company. You must either provide each of the following documents to Franchisee for simultaneous submission to Shoppe Company, or submit one complete copy of this Request directly to Shoppe Company, at the address below, with the following documents:

1. A completed Franchise Application for each individual and/or entity collectively defined to be Buyer;
2. Third Party Verification of Assets (banks statements, copies of deeds, and/or other financial documents such as a CPA verified accounting statement substantiating the financial information contained in the Franchise Application) for each individual and/or entity collectively defined to be Buyer;
3. A Break Even Analysis Form prepared and signed by you ("Buyer's Break Even Analysis");
4. Documentation establishing that the landlord for the Shop premises (the "Landlord") will let the current Franchisee assign the lease for the Shop premises to you, or a copy of the lease for the Shop premises that you are proposing to enter into with the Landlord, which must be acceptable to Shoppe Company in accordance with the terms of the Franchise Agreement.

ADDRESS FOR SUBMISSION

The documents required to be submitted to Shoppe Company must be sent to the following address:

The Häagen-Dazs Shoppe Company, Inc.
7500 Flying Cloud Drive, Suite 750
Eden Prairie, Minnesota, 55344

SECTION A – FRANCHISEE'S REQUEST, ACKNOWLEDGMENT, ASSIGNMENT AND RELEASE

Franchisee hereby requests that Shoppe Company consent to Franchisee's Transfer of the Franchise Agreement and the Franchised Business to Buyer. In support of Franchisee's request that Shoppe Company consent to the Transfer, and in support of this Request, Franchisee makes the following representations, warranties, acknowledgments and statements of understanding.

1. Franchisee acknowledges and agrees that the information in paragraphs 1 through 4 of the "Identification of the Franchise" section of this Request is accurate and complete. Franchisee is not aware of any information that would entitle Franchisee to a new franchise agreement pertaining to the Shop, or that would entitle Franchisee to a modification of the Expiration Date set forth in this Request.
2. Franchisee warrants and represents that it provided Buyer with a complete and accurate copy of the Franchise Agreement, with the exception of the Shop Operations Manual and other Shoppe Company proprietary materials. If the Transfer is completed in accordance with Section C of this Request, then Franchisee shall forthwith surrender, to Buyer, the Shop Operations Manual and all other Shoppe Company proprietary materials possessed by Franchisee in connection with the Franchised Business.
3. Franchisee warrants and represents that it will not provide Buyer with access to, or copies of, the Shop Operations Manual or any other Shoppe Company proprietary materials, unless and until the Transfer has been completed with the consent of Shoppe Company. (Franchisee may provide Buyer with a copy of the table of contents for the Shop Operations Manual, which is subject to change).
4. Franchisee warrants and represents that it has made its Books and Records available to Buyer, and that its Books and Records are reasonably complete and accurate and have been kept in accordance with generally acceptable accounting principles. Franchisee warrants and represents that Franchisee's Break Even Analysis, provided to Shoppe Company with this Request, was provided to Buyer, and is reasonably accurate based on the actual costs of operating the Franchised Business.
5. Franchisee acknowledges and agrees that Shoppe Company is not a party to the Transfer, that Shoppe Company was not involved in negotiations related to the Transfer, and that Shoppe Company's involvement is limited to granting or withholding its consent to the Transfer, in accordance with the provisions of this Request and the terms of the Franchise Agreement. Franchisee acknowledges that, in connection with the Transfer, it has not relied on any statement or representation by Shoppe Company, other than those expressly set forth in the Franchise Agreement and this Request.
6. Subject to Shoppe Company's consent, which is being sought by this Request, Franchisee hereby assigns the Franchise Agreement, to Buyer, along with all of Franchisee's rights, title and interests in and to the Franchise Agreement, and the Franchised Business.
7. In consideration for Shoppe Company's consent to the Transfer, if given, Franchisee does hereby release, remise, and forever discharge Shoppe Company, its predecessors, successors, assigns, subsidiaries, parent corporations, affiliates, representatives, agents, officers, directors, employees, and counsel from any and all claims whatsoever, in law or in equity, which Franchisee now has or ever had arising out of or in connection with either or both the Franchise Agreement and the Franchised Business, including any events relating to Franchisee's acquisition of the franchise, operation of the Shop, or otherwise.
8. Franchisee acknowledges and agrees that the effective date of the foregoing assignment and release will be the date Shoppe Company's consent to the Transfer, if given, becomes effective in accordance with Section C of this Request.
9. Franchisee acknowledges that, before Shoppe Company will consent to the Transfer, Franchisee must be current in all of its obligations to Shoppe Company, and Shoppe Company's designated supplier of Häagen-Dazs brand frozen dessert products. Franchisee also acknowledges and agrees, that as a condition of seeking the Shoppe Company's consent to the Transfer, Franchisee may be placed on a C.O.D. product delivery basis, such that Shoppe Company and/or the designated supplier of Häagen-Dazs products will require payment for products sold to Franchisee before or when delivered to the Shop.

10. Franchisee acknowledges that, if the Franchise Agreement requires the payment of a royalty (and/or local marketing contribution) based on the Shop's gross sales, then Franchisee shall, as a condition of the contemplated Transfer, complete a monthly reconciliation report for the partial month in which the Closing (as defined in Part C) occurs, through the effective date of the Closing; and shall immediately pay Shoppe Company any amount owed in connection with the foregoing. Franchisee further acknowledges that any local marketing funds available as a result of Franchisee's local marketing contributions shall be deemed a part of the Transfer, becoming available to Buyer to the same extent they would have been available to the Franchisee if the Shop in the absence of the Transfer.
11. Franchisee acknowledges that any liability, as of the Closing, associated with Franchisee's sale of gift cards under Shoppe Company's gift card program will become the Buyer's responsibility, and that Franchisee has so advised the Buyer, and has provided the Buyer with any information requested by Buyer in order for Buyer to understand the amount of the liability being assumed by Buyer.
12. Franchisee acknowledges that in accordance with the Franchise Agreement, Franchisee must complete, at Franchisee's expense, such reasonable refurbishing, modernization, repair or renovation of the Shop facility, fixtures, furnishings, equipment, signage or grounds as Shoppe Company may designate to bring the Shop into reasonable conformity with Shoppe Company's current requirements. The foregoing sentence shall not preclude Franchisee from negotiating reimbursement from Buyer as part of the purchase price, provided however that costs must initially be borne by Franchisee, so that if the Transfer is for any reason not completed, then Buyer shall have no financial interest in the Franchised Business. Franchisee acknowledges that Shoppe Company has the right, but not the obligation, to withhold consent to the Transfer until all deficiencies noted by Shoppe Company have been corrected.
13. Franchisee acknowledges that, unless Buyer is already a Shoppe Company franchisee, Buyer shall, as a condition precedent to Shoppe Company's consent to the Transfer, successfully complete, as determined by Shoppe Company, an interview conducted by Shoppe Company in Minneapolis, Minnesota.
14. Franchisee acknowledges that, as a condition precedent to Shoppe Company's consent to the Transfer, Buyer must successfully complete training prescribed by Shoppe Company.
15. Franchisee acknowledges that any attempt to give physical possession of the Shop to Buyer before the training prescribed by Shoppe Company has been successfully completed would be a material breach of the Franchise Agreement.
16. If Franchisee, in connection with the Transfer, retains a security interest in the Franchised Business, then Franchisee acknowledges that any attempt by Franchisee to repossess the Franchised Business would be a separate "transfer" within the meaning of the Franchise Agreement, in relation to which the terms of the Franchise Agreement would govern, and that Shoppe Company would have the right, consistent with the terms of the Franchise Agreement, to determine whether to permit Franchisee's repossession.
17. Franchisee acknowledges, and hereby reaffirms, the covenants against competition contained in the Franchise Agreement, which, by their terms, take effect upon the transfer of the Franchise Agreement.

(Signatures on following page)

SIGNATURE(S) OF FRANCHISEE:

_____ _____

_____ _____

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

SECTION B – BUYER'S ACKNOWLEDGMENT AND ASSUMPTION OF OBLIGATIONS

Buyer hereby requests that Shoppe Company consent to the Transfer, and in support of that request and this Request, Buyer makes the following representations, warranties, acknowledgments and statements of understanding.

1. Buyer represents and warrants that the information contained in the materials submitted by Buyer in support of this Request is true and correct.
2. Buyer acknowledges receipt, from Franchisee, of a copy of the Franchise Agreement, with the exception of the Shop Operations Manual and any other Shoppe Company proprietary materials.
3. Buyer has read the information in the "Identification of the Franchise" section of this Request, and agrees that such information is accurate. Buyer understands that there is no assurance that the Franchise Agreement or the right to operate the Franchised Business will be extended beyond the Expiration Date.
4. Buyer represents and warrants that Buyer has performed whatever due diligence is reasonably necessary to evaluate the viability of the Franchised Business, including reviewing the Books and Records, and seeking professional advice to the extent necessary to evaluate the Franchised Business. Buyer acknowledges that Shoppe Company has not made any representation concerning the accuracy or completeness of the Books and Records.
5. Buyer acknowledges receiving a copy of Franchisee's Break Even Analysis, and acknowledges that Franchisor was not involved in its preparation, and is not responsible for its accuracy. Buyer represents that Buyer's Break Even Analysis, was prepared by Buyer, based on Buyer's own assessment of the Franchised Business. Buyer acknowledges that Franchisor in receiving Franchisee's Break Even Analysis and Buyer's Break Even Analysis, is in no way responsible for determining the correctness of either.
6. Buyer understands that Shoppe Company, in determining whether the proposed lease (if required to be submitted) is acceptable, is only determining whether the proposed lease conforms to certain requirements imposed by Shoppe Company of its own benefit. Shoppe Company is not responsible for assessing whether the terms of the proposed lease are favorable to Buyer, or even consistent with other documents submitted by Buyer to Shoppe Company.
7. Buyer understands and agrees that Shoppe Company is not making, and has not in any way made any representations, or assurances, as to the past success of the Franchised Business.
8. Buyer understands and agrees that Shoppe Company is not making, and has not in any way made any representations, or assurance, as to the future success of the Franchised Business.
9. Buyer represents that this Request and the purchase and sale documents provided to Shoppe Company contain the complete arrangement between Buyer and Franchisee.
10. Buyer acknowledges that, if the Franchise Agreement requires the payment of a royalty (and/or local marketing contribution) based on the Shop's gross sales, and the Transfer is completed; then Buyer shall be responsible for the reporting and payment of such amounts from and after the Closing.
11. Buyer acknowledges that, if the Transfer is completed, then, upon the Closing, Buyer shall become responsible for, and does hereby assume all outstanding liabilities, as of the Closing, associated with Franchisee's sale of gift cards under Shoppe Company's gift card program. Buyer further acknowledges having performed whatever due diligence Buyer reasonably considers necessary to understand the liability being assumed; and represents and warrants that Buyer will promptly take any steps necessary to ensure that payment of the outstanding liabilities will be from Buyer's financial accounts, in the manner contemplated by Shoppe Company's gift card program.
12. Buyer acknowledges that, unless Buyer is already a Shoppe Company franchisee, Buyer must attend an interview conducted by Shoppe Company in Minneapolis, Minnesota, and that only if that interview is successful, as determined solely by Shoppe Company, will Buyer be invited to attend the training program conducted by Shoppe Company.

13. Buyer acknowledges that Buyer must complete the training prescribed by Shoppe Company before taking possession and control of the Franchised Business. Buyer understands that if Shoppe Company consents to the Transfer before Buyer successfully completes training, then Shoppe Company's consent will be conditional only, and will not become effective until Buyer has successfully completed training, and the Transfer has been completed. Buyer understands and agrees that if Buyer takes possession of the Franchised Business before successfully completing training as determined solely by Shoppe Company, then Shoppe Company shall be deemed not to have given its consent to the Transfer, and may also declare a breach of the Franchise Agreement by Franchisee.
14. Buyer understands and agrees that, if Shoppe Company consents to the Transfer, and a dispute arises concerning the terms of the Transfer, then Buyer's sole recourse shall be against Franchisee; Shoppe Company shall not be made a party to any such dispute. Likewise, Buyer understands that if the Transfer is for any reason not consummated, including on account of a decision by Shoppe Company not to consent to the Transfer, Buyer shall have no recourse against Shoppe Company.
15. Buyer has read the Franchise Agreement. Subject to Shoppe Company's consent to the Transfer, if given, Buyer accepts the assignment of the Franchise Agreement from Franchisee, and agrees to be bound by all of the terms of the Franchise Agreement, and to assume all of the obligations, liabilities, and restrictions applicable to Franchisee under the Franchise Agreement, without qualification or reservation, including but not limited to the liability to Shoppe Company for royalties, and advertising contributions, just as if Buyer were the original franchisee named in, and who originally signed, the Franchise Agreement.
16. Buyer understands that if Shoppe Company consents to the Transfer, and the Transfer takes place before Franchisee corrects any deficiencies noted by Shoppe Company, then Buyer shall be responsible to correct those deficiencies, and during any inspection of the Shop Buyer will be held accountable, by Shoppe Company, for any deficiencies not corrected.
17. Buyer understands and agrees that if the Transfer is completed, then Buyer will receive only those licensed rights to use the Shoppe Company trademarks and trade names (the "Marks") as are set forth in the Franchise Agreement, and will not acquire any ownership interest in the Marks.
18. Buyer understands and agrees that if the Transfer is completed, and Buyer consists of more than a single person or entity, then the liability and obligations of each such person and/or entity to Shoppe Company under the Franchise Agreement will be joint and several.
19. Buyer represents and warrants that it does not own any interest in a business, or occupy a position in a business such that, upon the completion of the Transfer, Buyer would be in breach of any provision of the Franchise Agreement, including, but not limited to, those provisions prohibiting ownership of certain competing businesses.

(Signatures on following page)

SIGNATURE(S) OF BUYER:

_____ _____

_____ _____

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

SECTION C – CONDITIONAL CONSENT TO TRANSFER BY FRANCHISOR

Shoppe Company hereby consents to the Transfer (this "Consent"), provided however that this Consent shall only be effective if each of the following conditions are satisfied:

1. Franchisee completes the sale of the Franchised Business to Buyer (the "Closing");
2. The Closing is held on a date (the "Closing Date") that is no later than 60 days after the date of this Consent;
3. If, as of the date of the Closing Date, there are amounts owed by Franchisee, in connection with the Franchised Business, to either Shoppe Company or the supplier of Shoppe Company brand products designated by Shoppe Company, then upon Shoppe Company's request Franchisee immediately pays all amounts so outstanding;
4. Franchisee, on the Closing Date, notifies Shoppe Company by facsimile, sent as directed by Shoppe Company, that the Closing has in fact occurred.

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

By: _____
Title: Legal Counsel

STATE OF)
COUNTY OF)
On this _____ day of _____, 20__, before me appeared _____, personally known to me, and being duly sworn, acknowledged the foregoing statements to be true, and duly acknowledged having executed the foregoing document.

_____
Notary, Commission Expires:

STATE OF MICHIGAN FRANCHISE OFFERING COVER SHEET

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding the notice should be directed to:
Consumer Protection Division
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The following applies to franchises and franchisees subject to the Minnesota Franchise Act.

Required Notice:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC DISCLOSURE DOCUMENT, TOGETHER WILL WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Effective Date: _____, 2022

Minnesota Specific Provisions

The following provisions shall apply to franchises which are governed by the Minnesota Franchise Act, and shall be deemed made a part of the any franchise agreement subject to the Act:

1. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

2. Item 13 of the Franchise Disclosure Document and Section 28 of the Franchise Agreement are hereby amended by the addition of the following language:

To the extent required by Section 12, Subd. 1(g) of the Minnesota Franchise Act and regulations adopted thereunder, Franchisor will indemnify the Franchisee of a Shop located in Minnesota against liability incurred by Franchisee to a third party, resulting from claims by such third party, that Franchisee's use of the Franchisor's trademarks, service marks, trade names, logotypes or other commercial symbols infringes upon the similar rights of said third party. Franchisor does not indemnify against the consequences of Franchisee's use of Franchisor's trademarks, service marks, trade names, logotypes or other commercial symbols, except when the use thereof has been in accordance with the requirements of the Franchise Agreement, and, as a condition precedent to indemnification, Franchisee must provide notice to Franchisor of any such claim within 10 days and tender the defense of the claim to Franchisor. If Franchisor accepts tender of defense, Franchisor shall have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. Items 5 and 7 of the FDD, Section 7.1 of the Franchise Agreement, and Section 6.2 of the Area Development Agreement are amended to state: Payment of the Initial Franchise Fee shall be deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business. The Development Fee will be deferred until the first franchise is open and operational.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**:"

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**."

> You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**:"

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The effective date of this Disclosure Document in Rhode Island is: _____, 2023

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

The following applies to franchises and franchisees subject to the Virginia Retail Franchising Act.

Required Notice:

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for The Häagen-Dazs Shoppe Company, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Fee Deferral

Items 5 and 7 of the Franchise Disclosure Document, the Franchise Agreement, and the Area Development Agreement are amended to provide:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.

Additional Disclosure:

The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise and development agreement does not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Effective Date: _____, 2023

ADDENDUM TO FRANCHISE AGREEMENT, SATELLITE AGREEMENT, HOSPITALITY AGREEMENT AND AREA DEVELOPMENT AGREEMENT FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____ _____

FRANCHISOR FRANCHISEE

WASHINGTON FRANCHISE AGREEMENT ADDENDUM

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____ _____

FRANCHISOR FRANCHISEE

EXHIBIT H

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES/AREA DEVELOPERS

The following list contains the names of all current franchisees (as of December 31, 2022) and the address and telephone number of each of their outlets.

Franchise Name	City	Address and Phone Number
ALASKA		
Chris Bean Christina Bean	Anchorage	Anchorage Village 345 W 104th Anchorage, AK 99515 (907) 344-3297
ARIZONA		
Ademar Guedin Chandler Magnet Partners, LLC* Luciano Almada Paulo Marchesan	Chandler	Chandler Fashion Center 3111 W Chandler Blvd Space K-102 Chandler, AZ 85226 (480) 877-1267
Ademar Guedin Luciano Almada Paulo Marchesan San Tan Magnet Partners, LLC*	Gilbert	San Tan Village 2180 E Williams Field Rd #101 Gilbert, AZ 85295 (480) 877-1192
Ademar Guedin Arrowhead Magnet Partners, LLC* Luciano Almada Paulo Marchesan	Glendale	Arrowhead Towne Center 7700 W. Arrowhead Towne Center Space K-110 Glendale, AZ 85308 (480) 877-1186
Ademar Guedin Luciano Almada Paulo Marchesan Scottsdale Magnet Partners, LLC*	Scottsdale	Old Scottsdale 4020 N Scottsdale Scottsdale, AZ 85251 (480) 597-7064
Ademar Guedin Arizona Mills Magnet Partners, LLC* Luciano Almada Paulo Marchesan	Tempe	Arizona Mills 5000 S Arizona Mills Cir Space 541 Tempe, AZ 85282 (480) 877-1186
CALIFORNIA		
Hector Jasso Natasha Rocha	Carlsbad	Carlsbad Premium Outlets 5620 Paseo de Norte Carlsbad, CA 92008 (760) 804-0469
Gary Tully Mirna Tully	Daly City	Serramonte Center 107-M Serramonte Center Daly City, CA 94015
Monica Panh	Glendale	Americana at Brand 889 Americana Way Glendale, CA 91210 (818) 662-6932
Monica Panh	Glendale	Glendale Galleria 1113 Glendale Galleria Glendale, CA 91210 (818) 500-0944
Khanh(Anthony) Vu Kim-Ngoc Vu	Irvine	Irvine Spectrum 745 Spectrum Drive Irvine, CA 92618 (949) 450-0881

Franchise Name	City	Address and Phone Number
Batal Ice Cream Inc. Houda Batal Sami Omar Batal	La Jolla	La Jolla 1172 Prospect Street La Jolla, CA 92037 (858) 459-4381
Maximus Okoye Nneka Okoye	Livermore	San Francisco Premium Outlets 2774 Livermore Outlets Drive Livermore, CA 94551 (925) 243-9908
Khanh(Anthony) Vu Kim-Ngoc Vu	Los Angeles	The Grove LA 189 The Grove Drive Los Angeles, CA 90036-3154 (714) 202-2814
David Kang	Ontario	Ontario Mills Mall 1 Mills Circle Ontario, CA 91764 (909) 481-0014
Aris Arefi	Orange	The Outlets at Orange 20 City Blvd West Orange, CA 92868 (714) 456-9822
Seyed Esmaeil Delpassand	Sacramento	Downtown Commons 615 David J Stern Walk Suite #110 Sacramento, CA 95814 (916) 835-8054
Leo Beus Ryan Beus Steve Beus	San Diego	Westfield UTC 4545 La Jolla Village Dr. San Diego, CA 92122 (858) 886-7517
Gary Tully Mirna Tully	San Mateo	Hillsdale Shopping Center 60 31st Ave. San Mateo, CA 94403 (650) 458-3550
Charles Lin Eun Chan Park	Walnut Creek	Broadway Plaza 1275 Broadway Plaza, Space 1030 Walnut Creek, CA 94596
COLORADO		
Lindsay Shaw	Boulder	Boulder 1148 Pearl Street Boulder, CO 80302 (303) 443-9032
Binh Nguyen TB&T LLC Thu Nguyen	Broomfield	Flatiron Crossing 1 West Flatiron Crossing Broomfield, CO 80021 (303) 438-8063
SV Enterprise LLC Vijay Hurkute	Colorado Springs	Promenade at Briargate 1605 Briargate Parkway Suite 119 Colorado Springs, CO 80920 (719) 598-3263

Franchise Name	City	Address and Phone Number
Aaron Toys Nicole Toys	Denver	Cherry Creek 3000 East 1st Avenue Denver, CO 80206 (720) 398-6581
Mission Yogurt Inc.	Denver	Denver Airport B21 6900 Pena Blvd Denver, CO 80249 (303) 342-0158
Mission Yogurt Inc.	Denver	Denver Airport B54 6900 Pena Blvd Denver, CO 80249 (303) 342-0158
Binh Nguyen Thu Nguyen	Lakewood	Colorado Mills 14500 West Colfax Avenue Lakewood, CO 80401 (720) 299-4536
Ric Almas	Vail	The Arrabelle at Vail Square 675 Lionshead Place Vail, CO 81657 (970) 476-1441
Mackenzie Theesen Ross Theesen Seth Lyons	Westminster	The Orchard Town Center 14647 Delaware Street Westminster, CO 80020 (303) 920-3400
CONNECTICUT		
Bhawin Patel Deepak Patel Dipteshkumar Patel Samir Marwaha	Danbury	Danbury Fair Mall 7 Backus Avenue Danbury, CT 06810 (203) 798-8242
Om Bhathija	Mashuntucket	Foxwoods Casino 455 Trolley Lane Suite 650 Mashuntucket, CT 06338 (860) 383-4289
Amardeep Singh Divneet Kaur	Trumbull	Westfield Trumbull 5065 Main Street Space 136 Trumbull, CT 0661 (203) 372-4500
DELAWARE		
James Henry Mister Jimmie's, LLC	Middletown	Middletown 7 West Main Street Middletown, DE 19709 (302) 223-2889
James Henry Mister Jimmie's, LLC	Newark	Christiana Mall 132 Christiana Mall #5904 Newark, DE 19702 (302) 314-0126
DISTRICT OF COLUMBIA		
Francine Siegel Jerry Siegel John Hughes Thomas Hughes	Washington	Gallery Place 703 7th Street, N.W. Washington, DC 20001 (202) 783-4711

Franchise Name	City	Address and Phone Number
Francine Siegel Jerry Siegel John Hughes Thomas Hughes	Washington	Georgetown 3120 M. Street N.W. Washington, DC 20007 (202) 333-3443
FLORIDA		
Bob S. Brenman Jeffrey Brenman Marcelline M. Brenman	Aventura	Aventura 19501 Biscayne Blvd. Aventura, FL 33180 (305) 935-5900
CJ Hughes HDBR,Inc. Maureen Hughes	Boca Raton	Town Center at Boca Raton 6000 Glades Rd. Suite#1161B Boca Raton, FL 33431 (561) 419-0100
Carinne Perez Pedro Gabriel Perez	Coral Gables	Coral Gables 286 Miracle Mile Coral Gables, FL 33134 (786) 353-2947
Bernardo Abend Irwin Rosen, Trustee Lori Rosen, Trustee	Coral Springs	Coral Square Mall 9469 W Atlantic Blvd, Coral Springs, FL 33071 (754) 240-4378
Ademar Guedin Dania S100 Magnet Partners, LLC Luciano Almada Paulo Marchesan	Dania Beach	Dania Pointe 155 N Pointe Dr Dania Beach, FL 33004 (954) 939-0601
Bryan Co JBSC LLC Maria Ana Jeanellee Co	Daytona Beach	Daytona Beach Outlet Center 1100 Cornerstone Blvd. Space 950 Daytona Beach, FL 32117 (248) 961-7778
Solange Izurieta	Delray Beach	Delray Beach-Atlantic Avenue 44 East Atlantic Avenue Delray Beach, FL 33444 (561) 501-6211
Ademar Guedin International #840 Magnet Partners, LLC Luciano Almada Paulo Marchesan	Doral	Miami International Mall 1455 N.W. 107th Avenue Doral, FL 33172 (786) 252-0442
Joungwoo Kang	Florida	Westfield Brandon 545 Brandon Town Center Drive Brandon, FL 33511 (813) 820-3967
Dino R. D'Errico	Fort Lauderdale	Beach Place 17 South Atlantic Blvd. (R120) Fort Lauderdale, FL 33316 (954) 522-5336
Irwin Rosen, Trustee Lori Rosen, Trustee	Hallandale	Village at Gulfstream Park 801 Silks Run Hallandale, FL 33009 (954) 455-8804

Franchise Name	City	Address and Phone Number
Bernardo Abend	Hialeah	Westland Mall 1675 West 49th Street Hialeah, FL 33012 (305) 698-1100
Irwin Rosen, Trustee Lori Rosen, Trustee	Hollywood Beach	Hollywood Beach 814 North Broadwalk Hollywood, FL 33019 (954) 923-8888
Noor Rauf	Jacksonville	The Avenues 10300 Southside Blvd. Jacksonville, FL 32256 (904) 374-5857
Ademar Guedin Key West 1086 Magnet Partners LLC Luciano Almada Paulo Marchesan	Key West	Front Street- Key West 425 Front Street Key West, FL 33040 (786) 589-3465
Ademar Guedin Key West Duval Magnet Partners, LLC Luciano Almada Paulo Marchesan	Key West	Key West 625 Duval Street Key West, FL 33040 (305) 294-3378
Wetzel's Pretzels, LLC	Kissimmee	Downtown Disney - Orlando Satellite 1000 N. Victory Way Kissimmee, FL 34747 (407) 745-0101
Wetzel's Pretzels, LLC	Lake Buena Vista	Downtown Disney-Orlando 1503 C East Buena Vista Drive Lake Buena Vista, FL 32830 (407) 745-0101
Celia Perez Gonzalo Perez	Miami	Bayside Marketplace Satellite 401 Biscayne Blvd Miami, FL 33132
Bob S. Brenman Jeffrey Brenman Marcelline M. Brenman	Miami	Brickell City Centre 701 South Miami Avenue Suite #354b Miami, FL 33131 (786) 725-3200
Ric Almas	Miami	Dadeland Mall 7501 Southwest 88th Street Miami, FL 33156 (305) 665-2730
Edward Jackson Jeanne Friedman	Miami	Dolphin Mall Food Court 11401 NW 12th Street Miami, FL 33172 (305) 639-3390
Edward Jackson Jeanne Friedman	Miami	Dolphin Mall Ramblas 11401 NW 12th Street Miami, FL 33172 (305) 477-6822
Pita Hut Enterprises 3, Inc.	Miami	FTX Arena 601 Biscayne Blvd Miami, FL 33132
Pita Hut Enterprises VI, LLC	Miami	Loan Depot Park 1501 N.W. 3rd Street Miami, FL 33125

Franchise Name	City	Address and Phone Number
Bob S. Brenman Jeffrey Brenman Marcelline M. Brenman	Miami	River Landing 1440 NW North River Drive Suite 193 Miami, FL 33125 (786) 238-7797
5800 Sunset Magnet Partners, LLC Ademar Guedin Luciano Almada Paulo Marchesan	Miami	Sunset 5800 Sunset Dr Miami, FL 33143 (305) 763-8174
Cheryl Belaval Eugene Belaval	Miami	The Falls 8888 S.W. 136th Street Miami, FL 33176 (305) 278-8808
Cheryl Belaval Eugene Belaval	Miami	Town & Country 8405 Mills Drive Miami, FL 33183 (305) 598-0600
Celia Perez Gonzalo Perez	Miami Beach	Collins Ave 1670 Collins Ave Miami Beach, FL 33139 (786) 773-2125
Alan Cecchetti	Miami Beach	Continuum 40 South Pointe Drive Miami Beach, FL 33139 (305) 534-2144
Celia Perez Fiorella Lasa Gonzalo Perez	Miami Beach	Lincoln Road II 665 Lincoln Rd. Miami Beach, FL 33139 (786) 275-6545
Celia Perez Gonzalo Perez	Miami Beach	Lincoln Road - South Beach 424 Lincoln Road Miami Beach, FL 33139 (305) 672-8877
Celia Perez Gonzalo Perez	Miami Beach	Ocean Drive South Beach 1451 Ocean Drive Miami Beach, FL 33139 (305) 604-8444
Bernardo Abend	Miami Lakes	Miami Lakes 16407 Northwest 67th Avenue Miami Lakes, FL 33014 (305) 825-0588
Eric Williams Marissa Williams	Miramar Beach	Silver Sands Premium Outlet 10406 Emerald Coast Pkwy W Unit 30 Miramar Beach, FL 32550 (850) 837-0114
Syed Shah Zafar Ahmed	Naples	Coastland Center 2002 Tamiami Trail North Naples, FL 34102 (239) 263-4900

Franchise Name	City	Address and Phone Number
Zafar Ahmed	Naples	Naples 5455 North Tamiami Trail, #512 Naples, FL 34108 (239) 591-1144
Ankur Sakhuja Pita Hut Enterprises II, LLC	Orlando	Amway/Camping/Exploria 400 West Church Street Orlando, FL 32801
Michael A. Shaw Theda C. Shaw	Orlando	Mall at Millenia 4200 Conroy Road Orlando, FL 32839 (407) 370-0047
Pita Hut Enterprises II, LLC	Orlando	Orange County Convention Center 9800 International Dr. Orlando, FL 32819 (407) 928-4361
Nancy Liu	Orlando	Orlando International Premium Outlets 4963 International Drive Orlando, FL 32819 (407) 248-0141
Nancy Liu	Orlando	Orlando International Premium Outlets - Food Court 4963 International Drive Orlando, FL 32819 (407) 248-0150
Alexandria Gates	Orlando	Orlando Vineland Premium Outlets 8200 Vineland Ave Orlando, FL 32821 (407) 238-1100
360 Ice and Pretzels, LLC Alexey Nikitin Maxim Dreev	Orlando	The Vue at 360 8265 International Drive Suite 108 Orlando, FL 32819 (407) 776-4395
Alexey Nikitin Icon Ice Cream, LLC Maxim Dreev	Orlando	The Wheel at ICON Park 8457 International Drive Suite C Orlando, FL 32819
Universal Development Partners Ltd	Orlando	Universal Studios 1000 Universal Blvd Orlando, FL 32819
Whitney Zwerdling	Palm Beach Gardens	Gardens Mall 3101 PGA Boulevard Palm Beach Gardens, FL 33410 (561) 626-1866
Ademar Guedin Luciano Almada Paulo Marchesan Pembroke 420 Magnet Partners, LLC	Pembroke Gardens	Shops at Pembroke Gardens 420 SW 145th Terrace Pembroke Pines, FL 33027 (754) 230-0676
Whitney Zwerdling	Pembroke Pines	Pembroke Lakes Mall 11401 Pines Blvd. Pembroke Pines, FL 33026 (954) 538-0330

Franchise Name	City	Address and Phone Number
Irwin Rosen, Trustee Lori Rosen, Trustee	Plantation	Broward Mall 8000 Broward Boulevard Plantation, FL 33388 (954) 370-6324
Michael A. Shaw Theda C. Shaw	Sarasota	UTC Sarasota 140 University Town Center Drive Suite K103 Sarasota, FL 34243
Bryan Dressman M&M Ice Cream XII, LLC	Sunrise	Sawgrass - Market 12801 W Sunrise Boulevard Sunrise, FL 33323 (954) 846-9056
Bryan Dressman M&M Ice Cream XII, LLC	Sunrise	Sawgrass Mills Mall - Garden 12801 W Sunrise Boulevard Sunrise, FL 33323 (954) 846-0860
Alpesh Patel API's Sweets, LLC	Tampa	Citrus Park Town Center 8035 Citrus Park Town Center Mall Tampa, FL 33625 (813) 926-4740
Punam Patel Rajeev Patel	The Villages	The Villages 1001 Lakeshore Drive The Villages, FL 32162 (352) 751-0261
Arif Shakoor Elma Shakoor Tariq Memon	West Palm Beach	Palm Beach Outlets 1781 Palm Beach Lakes Blvd, W229 West Palm Beach, FL 33401 (561) 839-3758
Punam Patel Rajeev Patel Venky's Ice Cream, LLC	Winter Park	Winter Park 116 East New England Avenue Winter Park, FL 32789 (407) 644-1161
GEORGIA		
Vanna Duong	Alpharetta	North Point Mall 1000 North Point Circle Alpharetta, GA 30022 (770) 667-8558
Seng Lim	Atlanta	Lenox Square Mall 3393 Peachtree Road Northeast Atlanta, GA 30326 (404) 233-3396
Ketan Patel Monali Patel	Atlanta	Cumberland Festival Shopping Center 2980 Cobb Parkway Atlanta, GA 30339 (770) 951-2528
Dustin A. King SE Co-Brand Ventures, LLC William Renton	Atlanta	Cumberland Mall 1154 Cumberland Mall Atlanta, GA 30339 (770) 434-8089
Letymes, Inc. Meng Li	Atlanta	Perimeter Mall 4400 Ashford Dunwoody Road Atlanta, GA 30346 (404) 941-6236

Franchise Name	City	Address and Phone Number
Seng Lim	Buford	Mall of Georgia 3333 Buford Drive Buford, GA 30519 (678) 514-5849
Aarna Enterprise Kaushal Desai Kshamata Desai	Kennesaw	TC Cobb 400 Ernest W. Barrett Pkwy. Space KI11 Kennesaw, GA 30144 (770) 590-3120
HAWAII		
Clayton R. C. Kim Marilyn Kim, Trustee of The Holly Kim Trust Marilyn Kim, Trustee of The Zachary Kim Trust Nice Cream, LLC	Honolulu	Ala Moana Center 1450 Ala Moana Boulevard FC-1160-T Honolulu, HI 96814 (808) 941-5161
Clayton R. C. Kim Marilyn Kim, Trustee of The Holly Kim Trust Marilyn Kim, Trustee of The Zachary Kim Trust Nice Cream, LLC	Honolulu	Alohilani Resort at Waikiki Beach 2490 Kalakaua Avenue Honolulu, HI 96815 (808) 922-3221
Clayton R. C. Kim Keneze S.C. Kim Marilyn Kim, Trustee of The Holly Kim Trust Marilyn Kim, Trustee of The Zachary Kim Trust Nice Cream, LLC	Honolulu	Sheraton Princess Kaiulani Hotel 2344 Kalakaua Avenue Honolulu, HI 96815 (808) 924-9336
Daniel Ramos Joy Ramos Keneze S.C. Kim Nana Kai, LLC	Ka'anapali, Maui	Whalers Village Shopping Center 2435 Ka'anapali Pkwy Suite D-1, Building D Ka'anapali, Maui, HI 96761 (808) 667-5377
IDAHO		
Jesse Leib Living Bread, LLC Tiffany Leib	Boise	Boise Town Square Mall 350 N. Milwaukee Boise, ID 83704 (208) 658-9200
ILLINOIS		
Brooke Slater Mark Slater	Lincolnwood	Lincolnwood Town Center 3333 West Touhy Avenue Lincolnwood, IL 60712 (847) 676-3885
Heleen Thanas Nick Thanas	Rosemont	Fashion Outlets Rosemont 5220 Fashion Outlet Way Rosemont, IL 60018 (847) 737-2747
KANSAS		
Eddie Seyedi HDNC Inc.	Overland	Oak Park Mall 11301 W. 95th Street Overland Park, KS 66214 (913) 438-2400
LOUISIANA		

Franchise Name	City	Address and Phone Number
Brent J. Laliberte Fly Investment Group, LLC Kathleen Kraus Laliberte	Gretna	Bayou Square 1700 Belle Chasse Highway Gretna, LA 70056 (504) 619-9958
Francine Siegel Jerry Siegel John Hughes Thomas Hughes	New Orleans	Riverwalk New Orleans 500 Port of New Orleans Place New Orleans, LA 70130 (504) 309-9701
MARYLAND		
Alexander F. Smith All American Creamery, LLC - Alexander F. Smith	Baltimore	Harbor East 685 S. President St. Baltimore, MD 21202 (410) 605-2950
Anna Lucia Salerno D'Affuso Lino D'Affuso	Bethesda	Montgomery Mall 7101 Democracy Blvd. Bethesda, MD 20817 (301) 469-4767
Sidharth Kapur	Hanover	Arundel Mills 7000 Arundel Mills Circle Space 345 Hanover, MD 21076 (443) 820-3561
A&M Traders, LLC Ancy Manalel Syed Mehdi	Ocean City	Ocean City Boardwalk 404-406 South Atlantic Avenue Ocean City, MD 21842 (410) 289-8080
David Craddock Steven Craddock	Waldorf	St. Charles Towne Center 11110 Mall Circle Space L01 Waldorf, MD 20603 (240) 607-2934
MICHIGAN		
Moud Hamza	Dearborn	Ford Road 16001 Ford Road Dearborn, MI 48126 (313) 982-9000
Samir Daher	Orchard Lake Village	Sweet Dreams Orchard Lake 4153 Orchard Lake Road Orchard Lake Village, MI 48323 (248) 737-8900
Michael A. Shaw Theda C. Shaw	Troy	Somerset Collection North 2800 West Big Beaver Rd. Troy, MI 48084 (248) 614-3936
MINNESOTA		
Frozen Treats LLC Sumit Sood	Bloomington	Mall of America 60 E. Broadway Bloomington, MN 55425 (612) 875-9536
MONTANA		
Jiali Zhang Philip Zhang	West Yellowstone	West Yellowstone 40 N Canyon Street West Yellowstone, MT 59758 (406) 577-4368

Franchise Name	City	Address and Phone Number
NEW JERSEY		
Marina Market, LLC	Atlantic City	Borgata Casino 1 Borgata Way Atlantic City, NJ 08401 (609) 317-1000
AC Food Hall Partners LLC	Atlantic City	Resorts Casino-Atlantic City 1133 Boardwalk Atlantic City, NJ 08401 (609) 340-6300
Boardwalk Favorites, LLC	Atlantic City	Tropicana Casino 2831 Boardwalk Space #007 Atlantic City, NJ 08401 (609) 340-4000
Sidharajsinh (Raj) Solanki Vishnu Patel	Bridgewater	Bridgewater Commons 400 Commons Way Bridgewater, NJ 08807 (908) 722-8700
Josh Yazici	Cherry Hill	Cherry Hill Mall 2000 NJ-38 Space FC-1 Cherry Hill, NJ 08002 (856) 320-4325
Ieeshu Sahni	East Rutherford	American Dream 1 American Dream Way Space A282 East Rutherford, NJ 07073 (833) 263-7326
Ieeshu Sahni	East Rutherford	American Dream Kiosk 1 American Dream Way Space KC305 East Rutherford, NJ 07073 (833) 263-7326
Edgewater Haagen-Dazs, LLC Jason (Myungho) Park	Edgewater	City Promenade Mall 47 The Promenade Edgewater, NJ 07020 (201) 945-0345
Deepu Wadhawan Ieeshu Sahni Sonia Wadhawan	Edison	Menlo Park Mall 330 Menlo Park Mall Edison, NJ 08837 (732) 603-8713
Agustin Quirch Humberto Man-Pedercini	Elizabeth	Jersey Gardens 651 Kapkowski Road Elizabeth, NJ 07206 (908) 300-1833
Hsiu-Chen (June) Sun	Fairlawn	Fairlawn 23-12 Fairlawn Avenue Fairlawn, NJ 07410 (201) 797-2626
Agustin Quirch Chico-Che Group LLC Humberto Man-Pedercini	Freehold	Freehold Raceway Mall 3710 Route 9 Freehold, NJ 07728 (908) 300-1900

Franchise Name	City	Address and Phone Number
Josh Yazici	Jersey City	Newport Center 30 Mall Drive West Jersey City, NJ 07310 (201) 626-2025
Ronak Patel	Lawrenceville Twshp	Quaker Bridge Mall 3320 Brunswick Pike Lawrenceville Township, NJ 08648 (609) 275-2843
Hsueh (Alvin) Rong Cheng	Livingston	Livingston, NJ 79 South Livingston Avenue Livingston, NJ 07039 (973) 533-0298
Andy Cheung Lee Lai	Mill burn	Millburn, NJ 358 Millburn Avenue Millburn, NJ 07041 (973) 379-9280
John Roll Mary Jane Roll Susan Fraser	North Brunswick	Shops at North Brunswick 651 Shoppes Boulevard North Brunswick, NJ 08902 (732) 565-9090
Maninder Parhar Siddharth Kapur	Paramus	Garden State Plaza One Garden State Plaza #9157 Paramus, NJ 07652 (201) 843-2121
Maninder Parhar Siddharth Kapur	Paramus	GSP Food Truck One Garden State Plaza Paramus, NJ 07652 (201) 447-9840
Kevin Lim Michelle Lim	Ridgewood	Ridgewood 22 East Ridgewood Avenue Ridgewood, NJ 07450 (201) 447-9840
Bhawin Patel	Tinton Falls	Jersey Shore Outlets 1 Premium Outlet Blvd Tinton Falls, NJ 07753
Troy Perrotta	Wayne	Willowbrook 1400 Willowbrook Mall #5533 Wayne, NJ 07470 (973) 256-7600
NEW MEXICO		
Majed Hamdouni	Santa Fe	Santa Fe 56 East San Francisco Street Santa Fe, NM 87501 (505) 988-3858
NEVADA		
David Kang	Las Vegas	Las Vegas Premium Outlets North 855 S Grand Central Pkwy K104 Las Vegas, NV 89106 (702) 820-3119

Franchise Name	City	Address and Phone Number
Fifth Avenue Ice Cream of Nevada, Inc.	Las Vegas	MGM Grand Food Court 3799 Las Vegas Blvd South Las Vegas, NV 89109 (702) 597-0131
Frank R. Bonanno	Las Vegas	MGM Grand Hotel Star Lane 3799 Las Vegas Boulevard South Las Vegas, NV 89109 (702) 597-0688
Bonanno Restaurants, LLC	Las Vegas	New York-New York 3790 Las Vegas Boulevard South Las Vegas, NV 89109 (702) 730-1933
NEW YORK		
Ieeshu Sahni	Bayshore	Westfield South Shore 1701 Sunrise Highway Bayshore, NY 11706 (631) 968-9600
Shaku Sharma	Bronx	Bronx- Grand Concourse 573 Grand Concourse Bronx, NY 10451 (646) 463-7997
Irfan (Steve) Mandani	Bronxville	Bronxville 28 Park Place Bronxville, NY 10708 (914) 793-7171
Shay Alon	Brooklyn	Dumbo 11 Old Fulton Street Brooklyn, NY 11201 (212) 457-7124
Deepu Wadhawan Ieeshu Sahni Sonia Wadhawan	Brooklyn	Kings Plaza Mall 5100 Kings Plaza Brooklyn, NY 11234 (718) 377-4446
Deepu Wadhawan Ieeshu Sahni Sonia Wadhawan	Brooklyn	Montague Street 120 Montague Street Brooklyn, NY 11201 (718) 797-3700
Daniel J. Lifavi Danny Lifavi	Brooklyn	Park Slope 109 Seventh Avenue Brooklyn, NY 11215 (718) 398-8004
Jing Chen Zhu Zheng	Cedarhurst	Cedarhurst 116 Cedarhurst Avenue Cedarhurst, NY 11516 (516) 374-6107
Lutfor Rahman	Central Valley	Woodbury Common Premium Outlets 498 Red Apple Ct. Central Valley, NY 10917 (845) 928-2558
Lutfor Rahman	Central Valley	Woodbury Common Premium Outlets - Satellite 498 Red Apple Ct. Central Valley, NY 10917 (845) 928-2558

Franchise Name	City	Address and Phone Number
Lutfor Rahman	Central Valley	Woodbury Common Premium Outlets - Satellite 2 Woodbury Common Premium Outlets 498 Red Apple Ct. Central Valley, NY 10917 (845) 928-2558
Shengchu Robert Huang	Deer Park	Tanger Outlets Deer Park 152 The Arches Circle Deer Park, NY 11729 (631) 242-2262
Maninder Parhar Sidharth Kapur	Elmhurst	Queens Center 90-15 Queens Boulevard Elmhurst, NY 11373 (718) 760-7221
Alex Hsieh Ashley Zhang	Flushing	The Shops at Skyview Center College Point Blvd Flushing, NY 11354 (929) 343-5515
Shengchu Robert Huang The Sweetest Team, Inc	Fresh Meadows	Fresh Meadows 61-10 188th Street Fresh Meadows, NY 11365 (718) 454-2568
Vishnu Patel	Garden City	Roosevelt Field - Upper Level 630 Old Country Road Garden City, NY 11530 (516) 742-3639
Cherng Yuan Hsiao	Great Neck	Great Neck 85 Middle Neck Road Great Neck, NY 11021 (516) 487-6400
Deepu Wadhawan Ieeshu Sahni Sonia Wadhawan	Hicksville	Broadway Mall 358B Broadway Mall Hicksville, NY 11801 (516) 822-6200
Dinesh Nayyar Sunita Nayyar	Lake Grove	Smith Haven Mall 313 Smith Haven Mall Lake Grove, NY 11755 (631) 979-8800
Josh Yazici	Manhattan	Westfield World Trade Center 185 Greenwich Street Manhattan, NY 10007 (212) 284-9982
Andrew Hamerling Dave Orth	Mohegan Lake	Cortlandt Town Center 3137 Main Street Mohegan Lake, NY 10547 (914) 898-5225
Homaira Khatoon Salma Rahman	New York	Amsterdam 263 Amsterdam Avenue New York, NY 10023 (212) 787-7165
Vera Kuzyk Z. Minoo Taheri	New York	Broadway 2905 Broadway New York, NY 10025 (212) 662-5265

Franchise Name	City	Address and Phone Number
Shay Alon	New York	Fulton Center 200 Broadway New York, NY 10038 (202) 233-0171
Bhuvaneswari Madhalam	New York	Penn Station Amtrak 8th Avenue and West 31st Street Space 38B New York, NY 10001 (917) 562-8005
Om Bhathija	Riverhead	Tanger Outlets Riverhead 200 Tanger Mall Dr Riverhead, NY 11901 (631) 591-2379
Anjum Amjad IAM Management, LLC	Scarsdale	Scarsdale 19 Spencer Place Scarsdale, NY 10583 (914) 723-7990
Deepu Wadhawan Ieeshu Sahni Jatinder Chopra Sonia Wadhawan	Staten Island	Empire Outlets NYC 55 Richmond Terrace Staten Island, NY 10301 (718) 981-7828
Ieeshu Sahni Praful (Paul) Patel	Valley Stream	Green Acres Mall 2034 Green Acres Road South Valley Stream, NY 11581 (516) 593-3700
Jill A. Feldman	West Nyack	Palisades Center 1000 Palisades Center Drive West Nyack, NY 10994 (845) 353-0750
Ieeshu Sahni Praful (Paul) Patel	White Plains	The Westchester 125 Westchester Ave White Plains, NY 10601 (914) 683-3917
Hui-Rung (Lyman) Chen	Yonkers	Cross County Shopping Center 104 Mall Walk Yonkers, NY 10704 (914) 963-0732
Dan Zhu I & I Sweet Inc. Yilei Chen	Yonkers	Ridge Hill 152 Market Street Yonkers, NY 10710 (914) 375-2200
NORTH CAROLINA		
Mohammad Rafiq William Renton Yummy Tummy, LLC	Charlotte	South Park Mall 4400 Sharon Road Charlotte, NC 28211 (704) 909-7337
Greg Allen Jones Peggy Lynn Jones	Charlotte	Waverly 7408 Waverly Walk Avenue Charlotte, NC 28277 (980) 262-2463
Mohammad Rafiq William Renton Yummy Tummy, LLC	Concord	Concord Mills 8111 Concord Mills Boulevard Concord, NC 28027 (704) 979-3059

Franchise Name	City	Address and Phone Number
Mohammad Rafiq	Durham	The Streets at Southpoint 6910 Fayetteville Road Durham, NC 27713 (919) 248-0896
Mohammad Rafiq William Renton	Pineville	Carolina Place 11025 Carolina Pl. Pkwy Space D29 Pineville, NC 28134 (980) 949-8630
Asad Khattak Faria Khattak Muhammad Chaudhary	Raleigh	Crabtree Valley Mall 4325 Glenwood Ave Raleigh, NC 27612 (919) 948-6039
PENNSYLVANIA		
David Craddock Steven Craddock	King of Prussia	King of Prussia 160 North Gulph Road King of Prussia, PA 19406 (610) 265-4755
Amit Sehgal	Philadelphia	Fashion District Philadelphia 1001 Market Street Unit K05 Philadelphia, PA 19107 (267) 780-8294
Brian Calhoun	Philadelphia	Philadelphia 242 South Street Philadelphia, PA 19147 (215) 925-3373
Brian Calhoun	Philadelphia	Philadelphia Food Truck 242 South Street Philadelphia, PA 19147 (215) 925-3373
Kunjan Patwa Ronak Patel	Whitehall	Lehigh Valley 250 Lehigh Valley Mall #1080 Whitehall, PA 18052 (610) 443-0510
Sidharajsinh (Raj) Solanki Vishnu Patel	Willow Grove	Willow Grove Park 2500 W Moreland Rd Willow Grove, PA 19090 (215) 657-6000
SOUTH CAROLINA		
Mohammad Rafiq William Renton	Greenville	Haywood Mall 700 Haywood Rd. Space 2101 Greenville, SC 29607 (864) 283-0521
Dustin A. King Mohammad Rafiq William Renton Yummy Tummy, LLC	Myrtle Beach	Tanger Outlets - Myrtle Beach - Hwy 501 4635 Factory Stores Blvd., Suite C220 Myrtle Beach, SC 29579 (843) 236-0806
TENNESSEE		
Dustin A. King Mohammad Rafiq SE Co-brand Ventures, LLC William Renton	Knoxville	West Town Mall 7600 Kingston Pike Knoxville, TN 37919 (865) 244-2093

Franchise Name	City	Address and Phone Number
Andrew Gnyp Lori Smith	Mt. Juliet	Providence Marketplace 401 S Mt Juliet Rd Suite 250b Mt. Juliet, TN 37122 (615) 754-1472
Andrew Gnyp	Nashville	Opry Mills Mall 126 Opry Mills Dr Nashville, TN 37214 (615) 622-7143
TEXAS		
Renee Flores Sergio Flores	El Paso	The Fountains at Farah 8889 Gateway Boulevard West El Paso, TX 79925 (915) 271-8833
Crest Foods Ventures, LLC	Richardson	Dallas Galleria 13350 Dallas Parkway Dallas, TX 75240 (972) 386-0713
Ron Fleisher	San Antonio	Alamo-Menger Hotel 214 Alamo Plaza South San Antonio, TX 78205 (210) 226-2266
Enrique Singh Enrique Singh Jr.	San Antonio	North Star Mall 7400 San Pedro San Antonio, TX 78216 (786) 441-3976
VIRGINIA		
Francine Siegel Jerry Siegel John Hughes Thomas Hughes	Arlington	Fashion Centre at Pentagon City 1100 South Hayes Street Arlington, VA 22202 (703) 415-5540
Dejian Huang Hui Wang Sunshine Desserts, LLC	Fairfax	Fair Oaks Mall 11750 Fair Oaks Mall Fairfax, VA 22033 (703) 259-9591
Francine Siegel Jerry Siegel John Hughes Thomas Hughes	McLean	Tysons Corner Center 1961 Chain Bridge Road McLean, VA 22102 (703) 712-0882
COLESCO, LLC Grace Cole Mark Cole	Prince William	Potomac Mills Mall 2700 Potomac Mills Circle Prince William, VA 22192 (703) 491-0095
David Craddock Steven Craddock	Springfield	Springfield Town Center 6500 Springfield Mall, Springfield, VA 22150 (703) 924-7174
WYOMING		
Barbara Shean Kristin Shean	Jackson Hole	Jackson Hole 90 East Broadway Jackson, WY 83001 (307) 739-1880

*Area Developers

Franchise Agreements Signed But Outlet Not Opened as of December 31, 2022:

State	Address	Franchisee/Owner
CA	The Market Mountain House 19671 Mountain House Pkwy Mountain House, CA 95391	Phani Hukumathi
CA	2714 Artesia Blvd Redondo Beach, CA 90278	Bashir Shahimi
FL	Lifetime Property Boca Raton 103 W. Palmetto Park Road Boca Raton, FL 33432	Robert Tanner Matt Tanner Amit Sehgal Carlos Boozer
FL	Kendall, FL - TBD	Erum Kripalani Mitash Kripalani
FL	American Dream, Miami (1) Miami, FL	Jay M. Zwerdling [estate of] Bernardo Abend Irwin Rosen
FL	American Dream, Miami (2) Miami, FL	Jay M. Zwerdling [estate of] Bernardo Abend Irwin Rosen
FL	Bayside Marketplace.2 401 Biscayne Blvd Miami, FL 33132	Gonzalo Perez Celia Perez
FL	Washington Ave 1460 Washington Ave Miami Beach, FL 33139	Celia Perez Gonzalo Perez
FL	So. Florida - TBD, FL	Mohammad Rahman Nayeem Kader
FL	Southern FL TBD, FL	LeRoy Thornton
FL	South Florida - TBD, FL	Carlos Arroyo Marcos Gomes
FL	The Villages II TBD, The Villages, FL	Rajeev Patel Punam Patel
LA	Lakeside Shopping Center 3301 Veterans Memorial Blvd Metairie, LA 70002	Kathleen Kraus Laliberte Brent J. Laliberte Fly Investment Group, LLC
LA	New Orleans - TBD, LA	Ahmed Salem
MD	Westfield Annapolis Mall 2002 Annapolis Mall Rd Annapolis, MD 21401	Nitin Dhupar Surbhi Dhupar Ronak Patel
MN	Ridgedale Center Mall 12401 Wayzata Blvd Minnetonka, MN 55305	Stylco Traders, LLC Sumit Sood
NJ	Menlo Park 55 Parsonage Rd Edison, NJ 08837	Sonia Wadhawan Deepu Wadhawan
NJ	Bergen Town Center One Bergen Town Center Paramus, NJ 07652	Kyung oh (Brian) Ko Joungwoo Kang
NJ	Willowbrook Food Truck 1400 Willowbrook Mall, NJ	Troy Perrotta

State	Address	Franchisee/Owner
NY	Woodbury Common Premium Outlets - Satellite 3 498 Red Apple Court Central Valley, NY 10917	Lutfor Rahman
NY	Long Island, NY - TBD, NY	Joao Garcia
NY	2nd Ave 1306 2nd Avenue New York, NY 10065	Tomal Ahmed
NY	Staten Island Mall 2655 Richmond Street Staten Island, NY 10314	Alex Hsieh
UT	City Creek Center 50 S. Main Street Salt Lake City, UT 84101	Philip Zhang Yitong Liu Wei Wei Jiali Zhang

Franchise Agreements Signed But Outlet Not Opened as of Issuance Date:

State	Address	Franchisee/Owner
CA	The Outlets at Orange 20 City Blvd West Orange, CA 92686	Aris Arefi

Former Franchisees

The following list contains the names and last known city and state and business or home telephone numbers of every franchisee who has had an outlet transferred, terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year ended December 31, 2022, or who have not communicated with us during the ten weeks prior to the application date.

Shop Name	State Where Shop Located	Franchisee	City	State	Phone Number	Status
The Shoppes at Carlsbad	California	Pacific HD LLC Pacific Travel & Consulting Inc. Wei Huang	Carlsbad	CA	(760) 434-2562	Closed
North County Mall	California	Goodwill HD LLC Wei Huang	Escondido	CA	(442) 777-8621	Closed
Fashion Valley Mall	California	Kim Pan	San Diego	CA	(619) 297-0135	Closed
Carlsbad Premium Outlets	California	Lucy Squeo Joe Squeo	San Diego	CA	(858) 679-7972	Transferred
Gardens Mall	Florida	Theda C. Shaw Michael A. Shaw	Hollywood	FL	(954) 924-1515 (954) 927-9132	Transferred
Treasure Coast Square	Florida	Arif Shakoor Elma Shakoor Tariq Memon	Jensen Beach	FL	(772) 621-6816	Closed
Bayside Marketplace	Florida	Celia Perez Gonzalo Perez	Miami	FL	(305) 374-4199	Closed

Shop Name	State Where Shop Located	Franchisee	City	State	Phone Number	Status
Miami Beach Convention Center	Florida	Pita Hut Enterprises IV, LLC	Miami Beach	FL		Closed
The Avenues	Florida	Arif Shakoor Elma Shakoor Tariq Memon	Port St. Lucie	FL	(772) 224-8643 (863) 697-3096	Transferred
International Plaza – Food Court	Florida	Betty Wong	Tampa	FL	(813) 801-9130	Closed
Wellington Green	Florida	Ademar Guedin Luciano Almada Paulo Marchesan Wellington #660 Magnet Partners, LLC	Wellington	FL	(561) 333-4670	Closed
Gardens Mall	Georgia	Mohammad Rafiq	Charlotte	NC	(770) 434-8089	Transferred
Mall of America	Minnesota	Denise Latanision Tom Latanision Dentom LLC	Edina	MN	 (952) 500-0080 (952) 500-0080	Transferred
The Streets at Southpoint	North Carolina	William Renton Yummy Tummy, LLC	Mooresville	NC	(704) 658-0446	Transferred
Sunrise Mall	New York	Tassarraf Naqvi	Massapequa	NY	(516) 798-3460	Closed
Sunrise Mall Satellite	New York	Tassarraf Naqvi	Massapequa	NY	(516) 798-1200	Closed
Penn Station Amtrak Sat 2	New York	Bhuvaneswari Madhalam	New York	NY	(917) 562-8005	Closed
Green Acres Mall Satellite	New York	Ieeshu Sahni	Valley Stream	NY	(516) 593-3700	Closed
Westhampton	New York	Leonard C. Messina Susan M. Assalti	Westhampton Beach	NY	(631) 288-1534	Closed
Queens Center	New York	Mary Vitelli Anthony Castellana	Williston Park Oyster Bay	NY	 (516) 545-4830	Transferred
Fashion District Philadelphia	Pennsylvania	Amardeep Singh Divneet Kaur	Woodbury	NY		Transferred
Dallas Galleria	Texas	Crest Foods, Inc.	Richardson	TX	(214) 281-8075	Transferred

EXHIBIT I

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

OPERATIONS MANUAL TABLE OF CONTENTS

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EXHIBIT J

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	April 24, 2023
Indiana	April 19, 2023
Maryland	Pending
Michigan	April 20, 2023
Minnesota	Pending
New York	Pending
Rhode Island	May 1, 2023
Virginia	April 25, 2023
Wisconsin	April 19, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

TO

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.

FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT
(Retain This Copy)

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 The Häagen-Dazs Shoppe Company 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.

Under Iowa law, if applicable, The Häagen-Dazs Shoppe Company must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires The Häagen-Dazs Shoppe Company to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If The Häagen-Dazs Shoppe Company does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit F.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
☐ Robert Schell, 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344, 973-417-9936

Issuance Date: April 17, 2023

I received a disclosure document issued April 17, 2023, which included the following exhibits:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	Satellite Agreement
Exhibit D	Hospitality Agreement
Exhibit E	Area Development Agreement
Exhibit F	List of State Administrators/Agents for Service of Process
Exhibit G	State Specific Addenda
Exhibit H	List of Current and Former Franchisees/Area Developers
Exhibit I	Operations Manual Table of Contents
Exhibit J	State Effective Dates
Exhibit K	Receipts

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Date	Signature	Printed Name
Date	Signature	Printed Name

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PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT
(Our Copy)

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Date	Signature	Printed Name
Date	Signature	Printed Name

Rev. 012417

Please sign this copy of the receipt, date your signature, and return it to The Häagen-Dazs Shoppe Company, 7500 Flying Cloud Drive, Suite 750, Eden Prairie, Minnesota, 55344.