FRANCHISE DISCLOSURE DOCUMENT

Rich Farm Ice Cream Franchising, LLC
691 Oxford Road
Oxford, CT 06478
Phone: (203) 232-9548
Email: Kelly@RichFarmIceCream.com
Website: www.RichFarmIceCream.com

We are Rich Farm Ice Cream Franchising LLC. We offer franchises to qualified individuals and entities to own and operate a Rich Farm Ice Cream franchise under our service marks, trade names, programs and systems under the name "Rich Farm Ice Cream" (the "Mark(s)"). Our franchisees operate a business that serves hard and soft serve ice cream and other menu items under the Marks and the Rich Farm Ice Cream programs and systems (the "Method of Operation").

The total investment necessary to begin operation of a Rich Farm Ice Cream franchise is $195,500 to $277,500. This includes $34,000 that must be paid to us or an affiliate.

The investment necessary to begin the operation of a Rich Farm Ice Cream Area Developer Franchise is $219,500 to $373,500. This includes $46,000 to $82,000 that must be paid to franchisor and its affiliate(s). This includes 1 additional franchise on the low end and 4 additional franchises on the high range under the Area Development. You must open at least one additional Rich Farm Ice Cream Franchised Business under an Area Development Agreement. There is no maximum number of additional Rich Farm Ice Cream Franchised Businesses under an Area Development Agreement.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate of franchisor 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 David G. Rich, 691 Oxford Road, Oxford, CT 06478; phone: (203) 232-9548.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency, visit your public library or search online 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: May 1, 2026

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 E.
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 C 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 Rich Farm Ice Cream 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 Rich Farm Ice Cream Franchising, LLC franchisee?	Item 20 and E 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 harm it.

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 D.

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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Connecticut. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Connecticut than in your own state.

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.

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EXHIBITS

Item 1: The Franchisor, and any Parents, Predecessors, and Affiliates.

We are Rich Farm Ice Cream Franchising, LLC (called “We,” “Us” or “Our”). We were organized in Connecticut on January 17, 2013. We do business under the name “Rich Farm Ice Cream” and the Rich Farm Ice Cream Marks. We do not intend to do business under any other names. Rich Farm Ice Cream Franchising, LLC is called “us” or “we” in this Franchise Disclosure Document. “You” means the prospective purchaser of a Rich Farm Ice Cream Franchising, and includes owners or partners of a corporation, partnership or other legal entity that purchases a Rich Farm Ice Cream Franchising.

We are the franchisor of the Rich Farm Ice Cream franchise system. We license our franchisees to own and to operate franchises under the Rich Farm Ice Cream names and marks. We authorize our franchisees to operate a business that serves hard and soft serve ice cream and other menu items, and to use our Method of Operation and our Marks in the operations of the franchisee’s business.

Our principal office address is 691 Oxford Road, Oxford, CT 06478. Our telephone number is (203) 232-9548. We have offered franchises since April 11, 2013. We do not have any other business activities. We have never offered franchises in any other line of business. We do not operate businesses of the type be franchised. We and our affiliates my attempt to negotiate group discount rates for the benefit of our franchisees for products and services and for marketing and sales materials.

Our registered agent for service of process in Connecticut is: David G. Rich whom you can reach at 691 Oxford Road, Oxford, CT 06478; phone: (203) 232-9548. Our registered agents for other states are outlined in Exhibit D to this Disclosure Document.

Our affiliate company is Rich Farm Ice Cream, LLC a limited liability company. It was organized on June 10, 2003. Its principal address is 691 Oxford Road, Oxford, CT 06478. Since June 2003, Rich Farm Ice Cream, LLC has owned and operated a business in Oxford, CT that offers products and services similar to the products and services offered by our franchisees. Rich Farm Ice Cream, LLC is an approved supplier of products and inventory to our franchisees. Our affiliate has never offered franchises in any line of business.

We and our affiliates retain the right to own or operate Rich Farm Ice Cream franchises and corporate locations.

The market for Rich Farm Ice Cream products is primarily families and individuals of all ages. The principal sources of direct competition for your franchise are independent, franchise and chain ice cream and yogurt shops, other dessert shops and restaurants that offer and provide similar products.

A Rich Farm Ice Cream franchise may depend on geography and weather, and there will be some seasonality to your franchise. Holidays may also generally represent increased or decreased traffic depending on your location.

Many jurisdictions have specific laws and regulations pertaining to the sale of food and dairy products in particular, labor laws, including those related to hiring minors, personal information and privacy, access by persons with disabilities, safety and zoning. It is your responsibility to identify and comply with any and all laws applicable to your franchise, and we urge you to investigate these laws and regulations before becoming a Rich Farm Ice Cream franchise.

Many landlords, especially if your franchise is located within a retail development, will regulate the sale of certain products and may obligate you to use clauses in the franchise location lease that regulate or limit what products or services you may offer and sell from the franchise location.

Most jurisdictions have laws and regulations that apply to operating a Rich Farm Ice Cream, these may include:

Federal. Examples of federal laws are wage and hour, occupational health and safety, equal employment opportunity, communication to employees, environmental, and Americans With Disabilities Act.

State. State laws may cover the same topics as federal laws. Examples of state laws also include environmental, occupational health and safety; and fire, health and building and construction laws.

Local. Local laws may cover the same topics as federal and state laws. Other examples of local laws will include zoning, fire codes and waste disposal.

This Disclosure Document contains a summary of some material provisions of the franchise agreement. However, the Franchise Agreement (Exhibit A) expresses and governs the actual legal relationship between you and us.

The Franchise Agreement does not make you our agent, legal representative, joint venturer, partner, employee or servant for any purpose. You will be an independent franchise owner and will not be authorized to make any contract, agreement, warranty or representation or to create any obligation, express of implied, for us.

Item 2: Business Experience.

David G. Rich – Owner and Manager

David has been Owner and Manager of Rich Farm Ice Cream, LLC since July, 1994. He has also been Owner and Manager of Rich Farm Ice Cream Franchising, LLC since its inception in December of 2012.

Kelly Mullen – Vice President

Kelly has been Vice President of Rich Farm Ice Cream, LLC since June of 2003. She has also been Vice President of Rich Farm Ice Cream Franchising, LLC since its inception in December of 2012.

Daniel Rich – Vice President

Daniel has been Vice President of Rich Farm Ice Cream, LLC since June of 2003. He has also been Vice President of Rich Farm Ice Cream Franchising, LLC since its inception in December of 2012.

Item 3: Litigation.

No litigation is required to be disclosed in this Item.

Item 4: Bankruptcy.

No Bankruptcy is required to be disclosed in this Item.

Item 5: Initial Fees.

Initial Franchise Fee

You are required to pay to us an Initial Franchise Fee of $34,000. The Initial Franchise Fee is paid in consideration of our sales expenses, administrative overhead, return on investment and start-up costs related to the execution of the Franchise Agreement and the opening of the Franchise and for our lost or deferred opportunity to sell franchises in the Franchise Territory (Exhibit 1 to Franchise Agreement) to others.

Simultaneous with the execution of the Franchise Agreement, you will pay to us the entire Initial Franchise Fee. We do not finance any portion of the Initial Franchise Fee (See Item 10 below).

If you do not pass the mandatory Initial Training Program (See Item 11 below) to our exclusive satisfaction, we may terminate the Franchise Agreement.

You are responsible for finding the location of the Franchise Premises. If you request assistance in selecting a site for the Franchise Premises, we will provide reasonable assistance in finding a location acceptable to you, including up to 2 days of on-location assistance. Any on-site assistance is subject to our availability. You will bear all other site selection and lease negotiation expenses.

You must open the franchise within 365 days after you sign the Franchise Agreement (See Item 11 below). This time requirement may be extended for multiple franchise purchases. If this obligation is not fulfilled, we may elect to terminate the Agreement. We will retain the Initial Franchise Fee. You must return any products and training materials you have obtained from us.

Area Development For Multiple Franchise Purchases

If you desire to open more than one franchise and meet our criteria, then you may simultaneously sign a franchise agreement for each franchise to be opened and the Area Development Addendum (Exhibit 4 to Franchise Agreement). According to the Area Development Addendum, you receive the right to develop a specified number of Franchises within the Development Area (See Item 12 below).

The Initial Franchise Fee for multiple franchises is $34,000 for the first franchise and $24,000 for each additional franchise. When you sign the Area Development Addendum, you must pay us the entire Initial Franchise Fee for the first franchise and one-half of the Initial Franchise Fee for each additional franchise. The remaining half of the Initial Franchisee Fee for each additional franchise is paid to us when you sign the lease for the premises of the respective franchise.

You will be responsible for paying all other fees required under the applicable franchise agreements as provided in those agreements. These fees are not refundable under any circumstances.

The initial fees are uniform except as described in Item 5. We intend to raise the initial franchise fee after certain growth levels have been attained. The increased franchise fee and timing have not been determined as of this date.

We may offer franchises at a reduced rate to prospective franchisees who in our opinion possess the knowledge and experience to conduct business with minimal assistance from us or who are purchasing multiple franchises. Occasionally, we may grant new franchises to our owners and employees and their family members with reduced or not initial fees.

The Initial Franchise Fee is refundable if the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

Item 6: Other Fees

Type of Fee	Amount	Date Due	Remarks
Monthly Royalty Fee	5.5% of your monthly Gross Revenue[1].	Payable monthly by the 5th day of each month for the prior month.	This fee may be payable through automatic debit processes or other methods outlined in the Operations Manual.[2]
Monthly Advertising Fee[3]	1% of your monthly Gross Revenue	Payable monthly by the 5th day of each month for the prior month.	This fee may be payable through automatic debit processes or other methods as outlined in the Operations Manual.[2]
Local Advertising Requirement	You must spend at least 2% of your annual Gross Revenue[1] on your local advertising.	As Incurred	This amount is not a fee. It is spent by you on local advertising.
Additional Training[4]	Then-current rates, currently $300 per day. You must also reimburse us for our reasonable out of pocket costs (travel, accommodations, etc.).	Before opening or after you open your franchise for business.	You must give us not less than 35 days' prior written notice of your desire to receive additional training. The duration of training is negotiable depending upon your needs. You will not receive any

			compensation for services rendered by the trainee during this or any other training. We may designate qualified franchisees or master franchisees to conduct some or all of your training.
Transfer Fee	$10,000	Before transfer	
Renewal Fee	$7,500	At time of renewal	
Relocation	You will reimburse us for our reasonable out-of-pocket costs concerning the relocation.	Before relocation	
Step-In Right Costs	As incurred	As incurred	You must reimburse us for our out of pocket expenses and costs we incur if we step-in to operate your franchise pursuant to Franchise Agreement.
Late Charge	1.5% per month	Each month that amounts owed remain unpaid	You will not be compelled to pay late charges at a rate greater than the maximum allowed by applicable law.
Audit Fees[5]	Amount of Audit	As incurred	
Late Payment Penalty	$10 per day from the date due until paid in full.	As incurred	You will not be compelled to pay late payment penalty in an amount greater than the maximum allowed by applicable law

*All fees are imposed by and payable to us. All fees are non-refundable.

Notes

1. Gross Revenue and Reporting: "Revenue" means all receipts generated by the franchise from any source including sales, exchanges, services, labor, service charges, etc. Credit sales shall be calculated as of the date of sale without deduction for uncollected credit accounts. "Revenue" shall not include bona

fide credits for returns of merchandise, promotional discounts, or the amounts collected and paid to appropriate governmental authorities under the provisions of any Sales Tax, Retailer's Occupation, or similar Act. The proceeds from any business interruption insurance or eminent domain recovery you receive are included in "Revenue." "Gross Revenue" means your total Revenue for each calendar month (or other specified period).

You will deliver to us, as outlined in the Operations Manual, an itemized report of your Gross Revenue for the preceding month. The report must be in the form we designate. All Royalty Fee, Call and Support Center Fee, and Advertising Fee payments based upon the Gross Revenue for the preceding month must be submitted with the report. We may require you to prove that you have paid the required local advertising expenditures.

Taxes. You must pay any taxes imposed as a result of your payment to us of initial or ongoing fees.

2. Automatic Withdrawal: We may require you to make fee payments by automatic account withdrawal or other automatic processes we reasonably specify in the Operations Manual, such as check, cash, certified check, money order, credit or debit card, automatic pre-authorized payment plan, electronic funds transfer or the Internet.

3. Advertising Fee. We reserve the right to temporarily lower, suspend, or rebate the Advertising Fee at any time, upon prior written notice to you and to our other franchisees. Advertising Fee payments are in addition to and exclusive of any sums that you may decide or be required to spend on local advertising and promotion. We have sole discretion over the creative ideas, materials, endorsements, media, placement, and allocation of monies related to use of the Advertising Fee.

The Advertising Fee is used to maintain, administer, direct, prepare, and review national, regional, and local advertising materials and programs and to cover our related overhead as we in our sole discretion deem necessary. We are under no obligation to administer the Advertising Fee to ensure that expenditures are proportionate to contributions of our franchisees for any given market area or that any franchise benefits directly or proportionately from the development or placement of advertising. We are not obligated to expend all or any part of the Advertising Fee during any specific time.

4. Additional Training. We shall not increase the additional training rate by more than 10% annually.

5. Audits. We may audit your reports, books, statements, business records, cash control devices, and tax returns at any time during normal business hours. Audits will be conducted at our expense unless you understate the Gross Revenue for any reported period or periods by more than 5 percent or unless you fail to deliver any required report of Gross Revenue or any required financial statement in a timely manner. In the event of an understatement or failure to deliver, you will reimburse us for all audit costs. These will include, among other things, the charges of any independent accountant and the travel expenses, room, board, and compensation of our employees incurred in connection with the audit. You will immediately pay all Royalty Fees, Advertising Fees, Local Advertising Contributions and late payment charges that the audit determines are owed. These payments will not prejudice any other remedies we may have under this Agreement or by law.

Item 7: Estimated Initial Investment.

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is To Be Made**
Franchise Fee[1]	$34,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent[2]	$1,000 to $3,000	As Arranged	Before Beginning Operations	Lessor
Utility Deposits[3]	$400 to $600	As Arranged	Before Beginning Operations	Utilities
Leasehold Improvements[4]	$25,000 to $75,000	As Arranged	Before Beginning Operations	Contractors, Suppliers
Furniture, Fixtures & Equipment[5]	$115,200 to $130,200	As Arranged	Before Beginning Operations	Approved Suppliers
Initial Inventory[6]	$4,000 to $5,000	As Arranged	Before Beginning Operations	Us Approved Suppliers
Insurance[7]	$1,500 to $2,500	As Arranged	Before Beginning Operations	Insurance Companies
Signage[8]	$600 to $3,000	As Arranged	Before Beginning Operations	Suppliers
Office Equipment & Supplies[9]	$500 to $700	As Arranged	Before Beginning Operations	Suppliers
Grand Opening Advertising[10]	$500 to $1,000	As Arranged	First 3 Months of Operation	Advertising Suppliers
Computer Equipment (Hardware/Software/POS System) [11]	$300 to $2,000	As Arranged	Before Beginning Operations	Suppliers
Training[12]	$1,000 to $2,500	As Arranged	Before Beginning Business	We come to your location
Licenses & Permits[13]	$1,000 to $2,000	As Arranged	Before Beginning Business	Licensing Authorities

Legal & Accounting[14]	$500 to $1,000	As Arranged	Before Beginning Business	Attorney, Accountant
Additional Funds[15]	$10,000 to $55,000	As Arranged	As Necessary	Employees, Utilities, Lessor, Suppliers
TOTAL[16]	$195,500 to $277,500			

You should anticipate the preceding initial expenditures in connection with the establishment of a Rich Farm Ice Cream franchised business and your first 3 months of operations. Additional factors related to each expenditure category are described in the following Notes.

Financing sources may reduce your initial cash requirements, and the availability and terms of financing to any individual franchisee will depend upon factors such as the availability of financing in general, your credit worthiness, the collateral security that you may have and polices of lending institutions concerning the type of business to be operated by you. If you are purchasing multiple franchises, you will incur the estimated initial expenses for each franchise you operate.

NOTES

[1] Franchise Fee. The franchise fee id described in greater detail in ITEM 5 and the Area Development Addendum, if applicable, for information regarding the initial fees for multiple franchise purchases. We do not finance any fee.

[2] Real Estate/Rent. You must lease or otherwise provide a suitable facility for the operation of the franchise. Typically, the facility will range in size from 600 to 1,200 square feet. Lease costs will vary based upon square footage, cost per square foot, and required maintenance costs. The low estimate is based on an assumption that you will have to pay a security deposit equal to one month's rent and is based on leasing a facility of 600 square feet. The high estimate based on leasing a facility of 1,200 square feet at a higher cost per square foot. Some lessors may refund the security deposit if you cancel the lease before you occupy the premises. The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility. Estimated rental costs for 3 months are included with the category "Additional Funds," (See Note 15 below).

Some Rich Farm Ice Cream franchises may be placed at a location where another, separate business is operated under another business name, in which case your franchise will be "co-branded" for the purposes of the Franchise Agreement. Before we approve of a co-branded location, we may require you to redecorate portions of the location with décor that fits within our branding specifications and guidelines.

[3] Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas and water. The amount of the deposit and whether the deposit is refundable will vary on the local utilities. You should contact your local utilities for more information.

[4] Leasehold Improvements. To adapt to a newly acquired facility for operation of the franchise, it must be renovated. The cost of the leasehold improvements will vary depending on factors, including size, condition and location of the facility, local wage rates and the cost of materials. The low estimate assumes that your landlord will provide a partial build-out allowance. The amounts you pay for the leasehold improvements are typically non-refundable. You should inquire about the refund policy of the contractor at or before the time of hiring.

[5] Furniture, Fixtures & Equipment. You must purchase and/or lease and install furniture, fixtures and equipment and décor necessary to operate your franchise. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. Factors determining whether furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return policy of the suppliers at or before the time of purchasing or leasing.

[6] Initial Inventory. You must purchase an initial inventory. We do not know if the amounts you pay for other inventory items are refundable. Factors determining whether other inventory items are refundable typically include the condition of the items at time of return, level of us, and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

[7] Insurance. You must purchase the following types and amounts of insurance:

1. "all risk" property insurance coverage for assets of the franchise;

2. workers' compensation insurance and employer liability coverage with a minimum limit of $1,000,000 or higher if your state law requires;

3. comprehensive general liability insurance with minimum liability coverage of $1,000,000 per occurrence, or higher if your state law requires;

4. business interruption insurance in the amount of $100,000;

5. automobile liability insurance of at least $500,000, or higher if your state law requires.

Factors that may affect your costs of insurance include the size and location of the franchise, value of the leasehold improvements, equipment, inventory, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in this Agreement. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.

We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

The insurance will insure us, you, and our respective subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to your operation of the Franchise. Your policies of insurance will contain a separate endorsement naming us as an additional named insured.

[8] Signage. This range includes the cost of all signage used in the franchise. The signage requirements and costs will vary based upon the size and location of the franchise, local zoning requirements, landlord requirements and local wage rates for installation. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

[9] Office Equipment and Supplies. You must purchase general office supplies including stationery, business cards and typical office equipment. We do not know if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

[10] Grand Opening. You must spend the minimum amount we specify on grand opening advertising during the first 3 months of operation. We determine the minimum based on our assessment of your adverting costs in your area and the time of year that you are opening. You may choose to spend more. See ITEM 11. Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the franchise, time of year and customer demographics in the surrounding area. The amounts you spend for grand opening advertising are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

[11] Computer Equipment (Hardware/Software/POS System). You must purchase the computer equipment, hardware and software necessary for operating the franchise. Our specifications for computer equipment, hardware and software are described in ITEM 11. We do not know if the amounts you pay for the computer equipment may be refundable. The amounts you pay for computer equipment are typically non-refundable, or if refundable, may be subject to a "restocking" fee. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

[12] Training. The cost of initial training is included in the franchise fee. You are responsible for all travel, lodging and meal expenses you may incur while attending training at our headquarters.

[13] Licenses & Permits. State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

[14] Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

[15] Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including rent, utilities and employees' salaries for the first 3 months that your franchise is open. These are only estimates based on our affiliate's experience in opening and operating a similar business. The predominant factors for calculating the 3 month estimate are amounts paid for employee wages and inventory. These expenses are typically non-refundable.

[16] Total. In compiling this chart, we relied on our and our affiliate's history, knowledge and experience. We do not offer direct or indirect financing to you for any items.

AREA DEVELOPMENT

If you desire to purchase additional territories and qualify for an Area Development Agreement, your additional estimated initial Investment will be as follows.

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To whom payment is made**
Unit Estimated Initial Investment[1]	$195,500 to $277,500	As Incurred	Before Beginning Operations	Us, Vendors, Suppliers, Lessor, or Dealer
Area Development Fee[2]	$24,000 to $96,000	Lump-Sum	One-half upon signing the Area Development and one-half when you sign the lease for the premises of the respective franchise	Us
TOTAL	$219,500 to $373,500			

[1]Unit Estimated Initial Investment range is the sum of the Unit Estimated Initial Investment item 7 table above.

[2] If you desire and qualify for more than one Territory, an Area Development Fee is $24,000 per additional franchise. The upper range is for 4 additional franchises under an Area Development Agreement, and the lower range is for 1 additional franchise. The Area Development Fee is considered fully earned and is nonrefundable.

Item 8: Restrictions on Sources of Products and Services.

We will lend to you a copy of our Operations Manual at the mandatory training program described in Item 11 below. We may amend the Operations Manual, including changes that may affect minimum requirements for your franchise operations. You will strictly follow the requirements of the Operations Manual and as it may be amended. You will carry out immediately all changes at your cost, unless we otherwise specify. We reasonably may designate minimum standards for operations and designate guidelines, as specified in the Operations Manual. The Operations Manual is confidential and our exclusive property.

The Operations Manual contains the Rich Farm Ice Cream System and related specifications, standards, build-out and furnishing requirements, co-branding requirements, operating procedures, accounting and bookkeeping methods, marketing programs and ideas, advertising layouts, advertising guidelines, operation requirements, public relations guidelines, service guidelines and other rules that we may prescribe.

You must purchase an initial inventory of supplies and inventory before beginning operations of your Rich Farm Ice Cream Franchising, and continually purchase supplies and products on an ongoing basis as needed. We do not allow you to contract with any other vendor or supplier in purchasing your requirements of Rich Farm Ice Cream supplies and products. In an effort to maintain quality, uniformity and low costs to your System as a whole, we will require you and every franchisee to purchase your requirements of Rich Farm Ice Cream supplies and products from our approved vendors, our affiliate(s) or us.

You must purchase all advertising materials from us, our affiliates, or our approved suppliers, to ensure uniformity and quality of the advertising. Any equipment, products, inventory or other items that bear the Rich Farm Ice Cream logo or have the word Rich Farm Ice Cream in them must be bought from us or an approved supplier.

You must purchase your furniture, equipment, including computer equipment, inventory, and signage under the specifications of the Rich Farm Ice Cream Operations Manual. These specifications include standards and specifications for the appearance, quality, price, performance and functionality. These standards and specifications are based on our affiliate's experience in operating a business of the type we are franchising and through research and testing in our affiliate's business. We may communicate our standards and specifications directly to suppliers who wish to supply you with furniture, fixtures, equipment, inventory and signage under the specifications. We communicate our standards and specifications to you when we evaluate your proposed location for the franchise during training before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location and through the Operations Manual (including periodic bulletins). We will periodically issue new standards and specifications (if any) through written notices or via the Internet. While we have created standards and specifications for the development of your franchise, and while we have designated some vendors and suppliers, we may not have designated all vendors and suppliers at the time of the issuance of this Disclosure Document.

The actual amount purchased may vary. The amount that you pay to any approved supplier to purchase your initial equipment package is refundable only to the extent negotiated with such approved supplier.

All specifications that we require of you and lists of equipment and approved suppliers will be included in the Operations Manual. We will upon request provide them to approved suppliers and vendors seeking approval. We will use our best judgment to set and modify specifications to maintain the integrity and quality of our franchise system.

With advance written notice, you may request our approval to obtain products, equipment, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples and other data to allow us to determine whether the items from these other sources meet our specifications and standards. These specifications and standards will relate to quality, durability, value, cleanliness, composition, strength and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. We may require that samples from any supplier be delivered to a designated independent testing laboratory for testing before approval and use. You will reimburse us for the actual cost of the tests. We may license any supplier that can meet or exceed our quality control requirements and standards, for a reasonable license fee, to produce and deliver Rich Farm Ice Cream products to you but to no other person. Our confidential requirements, systems and formulas will be revealed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently follow our standards, requirements and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your reasonable needs. We will not unreasonably withhold approval of a supplier you propose. We will notify you in writing of the approval or disapproval of any supplier you propose within 30 days of receiving written notice from you of your request for approval.

We and our affiliate may derive revenue from providing products to you. This revenue results from the difference in the amount we pay for the products and the amount we charge you for them. In fiscal year 2025, we did not receive any revenue of this type. We estimate that approximately 0% to 10% of our total revenues will be from products and equipment purchased from us by our franchisees. We estimate that purchases from us will be from 0% to 5% of the total purchases you make to establish your franchise.

We estimate that annual purchases from other approved suppliers will be from 60% to 80% of your total purchases.

We and our affiliate may receive rebates, price adjustments, or discounts on products or services sold to you by recommended or approved suppliers. As of the date of this disclosure document we have not received by such funds.

We and our franchises use Quick Books software for accounting system. You are required to use approved accounting and database management systems. It is recommended that you retain the services of a qualified accountant or bookkeeper.

There are no other obligations for you to purchase or lease according to specifications or from approved suppliers. Except as explained above, we have no required specifications, designated suppliers or approved suppliers for goods, services or real estate related to your franchise business.

We currently provide material benefits to franchisees based on use of designated or approved sources including the right to renew your franchise rights and to obtain additional franchises.

We intend to negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees. We have not yet entered into any formal purchasing or distribution cooperatives related to our franchise system, but we reserve the right to do so. In the future, we hope to create and augment the effectiveness of cooperatives for the purchase of materials and the provision of advertising, for the benefit of the Rich Farm Ice Cream Franchising system.

You may not sell any products, services or activities other than those specifically recognized and approved by us as part of our franchise system without our prior written approval.

Item 9: Franchisee's Obligations.

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other related 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 ("FA") and Area Development Addendum ("ADA")	Disclosure Document Item
a. Site selection and acquisition or lease	Article 1	Items 6 & 12
b. Pre-opening purchases and leases	Article 2,4,5 and 8	Items 7 & 8
c. Site development and other pre-opening requirements	Article 2,3,4 and 10	Items 7, 8 & 12
d. Initial and ongoing training	Article 3	Items 6 & 11
e. Opening	Article 2, 4, 5 and 13	Item 11
f. Fees	Article 1, 3, 6 and 9	Items 5, 6, & 17
g. Compliance with standards & policies/Operations Manual	Article 4,5 and 8	Items 11 & 17
h. Trademarks and proprietary information	Article 7 and 10	Items 13, 14, & 17
i. Restrictions on products and services offered	Article 4, 5 and 8	Items 8, 12, 13, 16 & 17
j. Warranty and customer	Article 4	Item 11

service requirements		
k. Territorial development and sales quotas	None	Items 7 & 12
l. Ongoing product & service purchases	Article 8	Items 7 & 8
m. Maintenance, appearance and remodeling requirements	Article 4 and 5	Items 7, 11 & 17
n. Insurance	Article 17	Item 7
o. Advertising	Article 6, 9 and 13	Items 9 & 11
p. Indemnification	Article 20	Item 6
q. Owner's participation/ management/ staffing	Article 3, 10 and 13	Items 11, 15 & 17
r. Records and reports	Article 9 and 19	Items 6, 11 & 17
s. Inspections and audits	Article 5 and 9	Items 6, 11 & 17
t. Transfer	Article 14	Item 17
u. Renewal	Article 15	Item 17
v. Post-termination obligations	Article 16	Item 17
w. Non-competition covenants	Article 10 and 11	Item 17
x. Dispute resolution	Article 21	Item 17
y. Other	N/A	N/A

Item 10: Financing.

Except as described in Item 5 above, we do not provide direct or indirect financing and do not assist in providing financing for you. We do not guarantee any notes or financial obligations you may incur in setting up and operating your franchise.

Item 11: Franchisor's Assistance, Advertising, Computer Systems and Training.

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your franchise, we will:

1. Designate your Franchise location ("Franchise Premises") and Franchise Territory in the Franchise Agreement and Exhibit 1 to the Franchise Agreement, before the Franchise Agreement is executed (Franchise Agreement, Article 1). If you are simultaneously purchasing multiple franchises, we will designate your Designated Territory and Development Schedule that establish where and when you must open your franchises (Area Development Addendum, Sections 2 and 3).

2. Approve or disapprove proposed sites for the Franchise Premises and the lease for the Franchise Premises, if any (Franchise Agreement, Article 1).

3. If requested, provide reasonable advice and input related to your selection of a site for the Franchise Premises, including up to 2 days of on-location assistance. Our rendering such services is based

upon our availability (Franchise Agreement Article 1).

4. Provide initial orientation and training to you and your designated manager(s). (Franchise Agreement, Article 3).

5. Assist you in complying with local laws and regulations to enable you to operate your franchised business.

6. Loan you a copy of the Operations Manual. (Franchise Agreement, Article 4). The table of contents for our Operations Manual as of the Date of this Disclosure Document is attached hereto as Exhibit F.

7. Give you a list of any approved or designated suppliers. (Franchise Agreement, Article 5).

Time to Open

Individual Unit Franchise

The typical length of time between the signing of the Franchise Agreement or first payment of consideration for the Franchise and the opening of the Franchise for business is about 180 days. You are expected to complete the mandatory training program and commence your franchise business operations within 365 days after you sign the Franchise Agreement. Factors that may affect this time are finding and negotiating for the Franchise Premises, arranging for the training session and attending the training session, equipping the Franchise, obtaining initial equipment, financing and business permit requirements, and your personal operational needs. Any failure caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a reasonable time under the circumstances.

If the commencement of operation is not fulfilled, we may terminate the Franchise Agreement. We may retain the remaining portion of the Initial Franchise Fee. You then are required to return any products or materials you have obtained from us. (Franchise Agreement, Article 2).

Area Development for Multiple Franchise Purchase

If you simultaneously purchase multiple franchises and sign the Area Development Addendum (Exhibit 4 to Franchise Agreement), then the time to open each franchise will be determined from the date that you sign the Area Development Addendum, according to the following timeline (the "Opening Date"):

Franchise #	Time to Open
1st	12 months
2nd	24 months
3rd	36 months
4th	48 months
5th	60 months

If you have not opened the franchise and commenced operation of the franchise by the Opening Date set forth above and in the Area Development Addendum, we may terminate the relevant franchise agreement and no portion of any payment you paid to us will be refundable or returned to you.

Operations Manual

The Rich Farm Ice Cream Operations Manual is confidential and remains our property. It contains mandatory and suggested specifications, standards and procedures. We may modify the Operations Manual, but the modifications will not alter your basic status and rights under the Franchise Agreement. The revisions may include advancements and developments in supplies, products, services, equipment, sales, marketing, operations techniques, and other items and procedures used for the operation of the franchise. As of the date of this disclosure document, the Operations Manual consists of approximately 250 pages.

Training

Mandatory Initial Training

Before you commence your franchised business operations, we will provide you a mandatory initial training program that lasts approximately 5 days. The initial training program is held at our affiliate's location in Oxford, CT or at another location that we designate. (Franchise Agreement, Article 3). The cost of the initial training program is included in the Initial Franchise Fee. Accommodations, travel, room, board and wage expenses during this period are borne by you. If the franchise is managed by any persons other than you, you must notify us of the identity of the manager(s). The training program must be completed by all franchisees and their designated managers (if any) unless, at our reasonable discretion, based upon a franchisee's or a designated manager's experience, it is deemed unnecessary.

If you simultaneously purchase multiple franchises and sign the Area Development Addendum, we have no obligation to provide the initial franchise training program to you, your designated manager(s), negotiators or client managers, except pursuant to your first Franchise Agreement. (See Area Development Addendum [Exhibit 4 to Franchise Agreement], Section 5).

As of the date of this disclosure document, the current agenda for the training includes:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Finding & Leasing a Location	1	0	Our affiliate location in Oxford, CT
Accounting & Insurance	.25	0	Our affiliate location in Oxford, CT
Design & Décor	.25	0	Our affiliate location in Oxford, CT
Construction & Equipment	.5	0	Our affiliate location in Oxford, CT
Signage	.25	0	Our affiliate location in Oxford, CT
Preparing to Open	2	0	Our affiliate location in Oxford, CT
Personnel & Training	.5	8	Our affiliate location in Oxford, CT
Items Offered for Sale	2	2	Our affiliate location in Oxford, CT
Preparation of Products	0	20	Our affiliate location in Oxford, CT
Paperwork & Controls	2	0	Our affiliate location in Oxford, CT
Evaluation & Compliance	1	0	Our affiliate location in Oxford, CT
Cleaning & Maintenance	0	2	Our affiliate location in Oxford, CT

Security & Safety	0	.5	Our affiliate location in Oxford, CT
Promoting & Marketing	.5	0	Our affiliate location in Oxford, CT
Total	10.25	32.5	

*The Training Schedule may be amended.

Our trainers are David G. Rich, Daniel Rich, Dawn Rich, Kelly Mullen and others under their supervision. David has operated our affiliate's outlet in Oxford, CT since 2003 and has been our Owner and Manager since our inception in 2013. Daniel, Kelly and Dawn have all worked at our affiliate's location in Oxford, CT for more than 10 years. If circumstances require, a substitute trainer may provide training to you. We may periodically name additional trainers if the training schedule requires it. There are no limits to our right to assign a substitute trainer to provide training.

You must request to schedule a training session for you and the designated manager, if any, at least 14 days before the session is to start. Training is scheduled and held on an "as needed" basis depending on the number of franchisees requesting in a particular time frame and the franchisor's training personnel's availability. The initial training program must be completed no later than 4 weeks before the scheduled date of the opening of the franchise. You must send us the names of the individuals to be trained and any other information we may request.

You and any designated full-time manager must complete the initial mandatory training program to our satisfaction or we may terminate the Franchise Agreement. We will not be liable for your costs or expenses if we terminate the Franchise Agreement because you or your manager fails to complete the mandatory training to our satisfaction.

We may at any time during initial training inform you that an individual attending training on your behalf is not suitable due to criminal activities, disruptive behavior, poor attendance or other reasons. Upon that notice, our obligations to train that individual will be deemed to have been discharged.

We may, at our discretion or upon your request, provide other supervision, training, assistance and services before and/or after the opening of your franchise; such as coach or trainer communications, online or video instructional programs, literature, advertising materials, displays, flyers and additional training or assistance.

<u>Our Obligations DURING the Operation of Your Franchise Business</u>

After you open your franchise, we will:

1. At your option and upon not less than 35 days' prior written notice to us, you may receive additional training at our training location or at other agreed upon locations. All expenses of this training will

be borne by you, including but not limited to your travel, lodging, means, compensation and our reasonable costs and expenses including a reasonable training fee at our ten current rates. This additional training consists of visits to our franchise, work experience and observation of franchise operations. The duration of training is negotiable depending upon your needs. You will not receive any compensation for services rendered by the trainee during this or any other training. (Franchise Agreement, Article 3).

2. From time to time we may provide refresher training programs or seminars and may require that you or your managers attend and complete them to our satisfaction. These programs and seminars will be held at locations we designate and will be provided without charge to you. You will be responsible for paying all travel, living and other expenses and compensation for attending these programs and seminars. (Franchise Agreement, Article 3). In addition, we may deem it appropriate or necessary to provide additional training and supervision to you and your manager(s) and employees at your franchise location. If so, you will fully participate in and complete this additional training and supervision, including additional or revised training programs and processes that may be added to the Operations Manual in the future. We may charge a reasonable training fee for these additional training sessions.

3. Administer our advertising program and formulate and conduct national and regional promotion programs.

4. Inspect the franchise and conduct activities to ensure compliance with the terms of the Franchise Agreement and Operations Manual to assure consistent quality and service throughout our franchise system. (Franchise Agreement, Article 5).

5. Inspect the facilities of your manufacturers, suppliers and distributors and notify you and the manufacturers, suppliers and distributors in writing of any failure to meet our specifications and standards. (Franchise Agreement, Article 5).

6. We may provide other supervision, assistance or services although we are not bound by the Franchise Agreement or any related agreement to do so. These may include, among other things, advertising materials, literature, additional assistance in training, promotional materials, bulletins on new products or services and new sales and marketing developments and techniques.

Advertising

Currently we promote our franchises through television, print, internet and public relations. This may be done locally and regionally. We may use in-house advertising departments and may us regional or national advertising agencies. We may provide to you advertising materials and point of sale aids for you to use in your local advertising and promotional efforts. We will use your Advertising Fee to place advertising in geographic areas, in media, at times and using products and services we deem to be in the best interest of our franchisees and our franchise system.

Advertising Funds

We will administer the funds we receive for Advertising Fees and direct all regional and national programs with sole discretion over the creative ideas, materials, endorsements, placement and allocation of overhead expenses. We may use the Advertising Fees to maintain, administer, direct, prepare and review national, regional or local advertising materials and programs and public relations efforts, as we, in our sole discretion, deem proper. We are under no obligation to administer the use of Advertising Fees to ensure that expenditures are proportionate to contributions of franchisees or any given market area or that any franchise benefits directly or proportionately from the development or placement of advertising. We shall not be obligated to expend all or any part of the Fees we receive during any specific period.

Each of our affiliate owned Rich Farm Ice Cream operations offering products and services similar to our franchisees will make advertising fee contributions equivalent to the contribution percentage required of our franchisees.

Any Advertising Fees not used in the fiscal year in which they were contributed will be applied and used for advertising and marketing expenses in the following year.

We do not use any of the Advertising Fees to advertise our franchise opportunity, although we will place notices that franchises are available on advertising materials and on the internet.

Summary of Advertising Fee Contributions and Expenses for Fiscal Year 2025

Expenses:	Corporate Overhead	$0
	Production of commercials & market research	$0
	Market level advertising	$0
Total Expenses:	Advertising fund contributions:	$0
	Excess of expenses over contributions:	$0

The Advertising Fees are administered by us. The Advertising Fees are not audited. Neither we nor our affiliate(s) or owners receive any payment for providing goods or services to the Advertising Fees fund. You may obtain an accounting of the Advertising Fees and expenditures upon written request to us.

While advertising materials note that franchises are available from us, no advertising fees or assessments we collect from our franchisees are used for advertising that is principally a solicitation for the sale of franchises.

Local Advertising Expenditures

You must spend in your local market at least 2% of your Gross Revenue to advertise and promote the Franchise (the “Local Advertising Requirement”). You will report the nature, extent and amount of these local expenditures in the form and at the times we require in the Operations Manual.

Promotional Materials

You will submit to us all advertising copy and other advertising and promotional materials before you use them in your local advertising program. You will not use any advertising copy or other promotional material until we approve it. You specifically acknowledge and agree that any web site will be deemed "advertising" under the Franchise Agreement and will be subject to (among other things) our approval and restrictions and requirements outlined in the Operations Manual. (The term "web site" means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the franchised business, proprietary marks, us or the Method of Operation. The term web site includes, but is not limited to, Internet and World Wide Web home pages.)

Computer Systems

We will require you to have computer equipment and systems that meet our specifications. Your computer systems must have internet-based accounting and business control capacities. We require you to have a credit card machine as you must accept credit card payments from your customers. You must lease, purchase or otherwise acquire, from sources of your choice and at your expense, software and hardware which strictly conform to our specifications. This point of sale system costs around $300 to $2,000. We will give you at least 30 days' written notice, describing the hardware, software and upgrading requirements of the system before you are obligated to initially install the computer and point of sale systems. If you do not already have the computer systems that we require before you purchase a franchise, the estimated cost of purchasing the computer systems (excluding the point of sale system) that we require is approximately $500 to $1,000.

You must use our proprietary or recommended software and reporting systems to ensure consistency throughout the franchise system. We may require you to use an information processing and communication system that is fully compatible with any program or system which we, in our sole discretion may employ. If we require, you must record and transmit all financial information using this system. We may at our discretion change standards for reporting to provide effective technology for the entire system. We will have full ability to poll your data, system and related information by means of direct access whether in person, or by telephone/modem. We will have independent access to the information that will be generated and stored in your information processing and communication system. We will have access to all of your data and there will be no contractual limitation on our right to access your information and data. We will not implement any electronic system that will disrupt or damage your electronic system, and our access will be read-only.

None of this hardware or software is proprietary to us at this time. Any hardware and software that is functionally equivalent and fully compatible to that listed may be used until such time as we may direct otherwise.

Item 12: Territory.

Franchise Premises and Protected Territory

You must submit your proposed location for your franchise to us for approval within 180 days of signing the Franchise Agreement. We will approve or reject a proposed location within 30 days after we have completed our review of the proposed location.

If the location for the Franchise Premises has not been pre-approved, then area within which the Franchise may be placed may be identified using geographical or political boundaries. The exact determination of the Franchise Premises will depend upon your approval and our market analysis, market penetration plans and franchise placement strategies. Among the factors we consider to determine the feasibility of possible Franchise Premises are population demographics and others businesses in the area pursuant to census and chamber of commerce information. Once we have approved a specific location for your Franchise Premises, you will operate your franchise there. You cannot operate the franchise anywhere else without our prior written consent. Your Rich Farm Ice Cream Franchising will extend solely to that specific location. We will not place or authorize anyone else to place a Rich Farm Ice Cream Franchising within a 5 mile radius from the Franchise Premises (the "Franchise Territory"). We intend to reduce or extend certain Franchise Territories in special circumstances such as where the Franchise Premises is at a limited-venue location or for high population density, high business density, urban and downtown locations. The Franchise Territory is identified in Section 1.1 of the Franchise Agreement and in Exhibit 1 of the Franchise Agreement.

So long as the Franchise Agreement is in force, and you are not in default in any material provision of the Franchise Agreement, we will not establish or allow others to establish a Rich Farm Ice Cream Franchising within your Franchise Territory. You may not establish or operate any other Rich Farm Ice Cream establishment without executing a separate franchise agreement for that franchise. To establish additional franchise outlets, you must not be in default in any material provision of any and all agreements between you and us; your proposed location must meet our franchise placement and market penetration criteria; and you must sign our then current franchise agreement.

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. However, as stated above, we will not place or authorize anyone else to operate a Rich Farm Ice Cream Franchising within your Franchise Territory.

You agree not to conduct any advertising outside the Franchise Territory without our prior written consent. You may, however, sell products or services outside the Franchise Territory with our prior written consent.

Some Rich Farm Ice Cream franchises may be placed at a location where another, separate business is operated under another business name. If the Franchise Premises is located with another business, it will be deemed "co-branded" for the purposes of the Franchise Agreement.

<u>Area Development Addendum</u>

If you desire to open more than one Rich Farm Ice Cream Franchising and meet our criteria, then you may simultaneously sign a franchise agreement for each franchise to be opened, and sign the Area Development Addendum. (See Item 5 above regarding initial fees). According to the Area Development Addendum, you are granted the right to develop a specified number of Franchises within a Designated Territory. Your

Designated Territory will vary in size and dimensions, based upon the number of franchises purchased, population, growth trends, affluence of nearby populations, topographics, geographics, density and demographics.

Except as stated above, we will not establish nor license anyone other than you to establish any Rich Farm Ice Cream Franchising in the Designated Territory from the date of the Addendum until expiration or termination of the development schedule set forth in the Addendum.

The typical development schedule for the Area Development Addendum is to open the first store within 90 days after signing the Franchise Agreement and then one store every six months thereafter. If you fail to develop your Designated Territory in accordance with the development schedule agreed upon as specified in the Area Development Addendum, or fail to comply with the terms and conditions of any individual Franchise Agreement between you and us, or make an attempt to transfer or assign a franchise agreement or Area Development Addendum in violation of their transfer provisions, you are deemed in default. Upon default, we, in our discretion, may do one of the following:

1. Terminate the relevant franchise agreement and Area Development Addendum and all rights granted under the Area Development Addendum without affording you any opportunity to cure the default, effective immediately upon receipt of written notice by you of this default; or
2. Reduce the number of units granted to you in the Area Development Addendum; or
3. Terminate the territorial exclusivity granted to you, or reduce the area of territorial exclusivity granted to you under the Area Development Addendum.

Relocation

You must receive our written permission before you relocate your Franchise. Any relocation will be at your sole expense. You must satisfy our then current franchise placement and demographics criteria, as expressed in the Operations Manual.

Continuation of Your Franchise

Your territorial protections are not dependent upon achievement of a certain sales value, market penetration, or any other contingency. There are no other circumstances that permit us to modify or alter your territorial rights during the term of your franchise agreement.

First Right of Purchase and Right of First Refusal

You do not receive the right and you have no options, rights of first refusal or similar rights to acquire additional franchises or grant sub franchises within the Franchise Territory or in contiguous territories. There are no minimum sales quotas.

Our Use of the Service Marks and Rich Farm Ice Cream Products and Services

We retain all rights not specifically granted to you in the Franchise Agreement. This includes our right to use or license the use of our service marks and trademarks to others. Neither we nor our affiliates are restricted from participating in other distribution methods, whether or not within the Franchise Territory, including corporate and national accounts, Internet, other forms of media now or in the future developed, wholesale and mail order channels under marks and product configurations different than those offered through your franchise.

We retain the sole right to market on the Internet, including all use of web sites, domain names, URL's, linking, meta-tags, advertising, auction sites, e-commerce and co-branding arrangements ("Internet"). You will provide us content for our Internet marketing, and follow our Intranet and Internet usage requirements. We also retain the sole right to use the Service Marks on the Internet. We retain the right to approve any linking or other use of our web site. You may not establish a presence on or market using the Internet expect as we may specify, and only with our prior written consent. We intend that any franchisee web site be accessed only through our home page. Subject to the terms of use on our web site, we may gather, develop and use in any lawful manner information about any visitor to the web site, including, but not limed to, your customers, franchisees or prospective franchisees regardless of whether they were referred to you via the web site or were otherwise in contact with you.

We have not established and do not intend to establish other franchises or company-owned outlets selling similar products or services under a different method of operation, trade name or trademark.

We may purchase or be purchased by, or merge or combine with, competing businesses, wherever located.

<u>Your Use of the Service Marks and Rich Farm Ice Cream Products and Services</u>

Except with our prior written permission, you will not place under any circumstances, advertisements using the Marks in or originating from any area other than the Franchise Territory.

Except as otherwise provided in the Franchise Agreement or the Operations Manual, you may not directly market to, solicit or service customers whose principal home address or place of business is outside the Franchise Territory. You may not advertise in any media whose primary circulation is outside the Franchise Territory, except with our prior written permission and the prior written consent of any of our franchisees whose territory is reached by that media. All Internet marketing is part of our marketing programs described in the Operations Manual and defined in the Franchise Agreement, and must be coordinated through us and approved by us.

You may not market independently on the Internet or acquire an independent Internet domain name or web site. You may not solicit or accept orders outside your Franchise Territory under other channels of distribution (such as the Internet, other forms of media now or in the future developed, wholesale and mail order channels) without our prior written approval.

Only we may place national or regional advertising.

Item 13: Trademarks.

Our principal Rich Farm Ice Cream mark has been registered with the Principal Register of the U.S. Patent and Trademark Office as follows:

Mark	Registration Number	Registration Date
Rich Farm Ice Cream	86187726	October 21, 2014

If we have not filed all required affidavits, it is because they are not yet due. We intend to file all statements of use and other required affidavits as they become due.

We and our affiliate also claim common law rights to the Rich Farm Ice Cream names and related marks, logos, designs and slogans, including without limitation the following logos:

We will allow you to use these and all other trade names, trademarks, service marks and logos we now own or may in the future develop for our franchise system.

The trademarks are our exclusive property. You will immediately notify us of any infringement of, or challenge to, your use of the trademarks or any marks identical to or confusingly similar to the trademarks, including any claims of infringement or unfair competition. While we will make reasonable efforts to protect your rights to use the trademarks, we will have sole discretion to take or not to take action, as we deem appropriate. If we undertake the defense or prosecution of any litigation or administrative action involving you or any litigation or administrative action involving the trademarks, you agree to execute any and all documents and to do all acts and things that in the opinion of our counsel are necessary or advisable to carry out the defense or prosecution. This may be done either in our name or in your name, as we will elect. We will not be required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the trademarks or if the proceedings is resolved unfavorably to you. Instead, at any time, you will modify or discontinue use of any franchise names or trademarks, or will use one or more substitute names or marks, if we so direct in writing at any time. Our sole obligation in this event will be to reimburse you your tangible costs in complying with our direction (i.e., cost of changing signs, stationery, etc.). Under no circumstances will we be liable to you for any other damages, costs, losses, rights or detriments related to any modification, discontinuance or substitution. All obligations or requirements imposed upon you relating to the trademarks will apply with equal force to any modified or substituted names or marks. You must follow our rules when you use the trademarks. You may not use the trademarks in any manner we have not authorized in writing.

All goodwill associated with the trademarks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit, except as otherwise provided by applicable law.

You may not use or give others permission to use the trademarks or any colorable imitation of them, combined with any other words or phrases.

We may change or modify any part of the trademarks at our sole discretion. You will accept, use and protect, for the purposes of the franchise, all changes and modifications as if they were part of the trademarks at the time the Franchise Agreement is executed. You will bear all costs and expenses that may be reasonably necessary because of these changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses or detriments related to any of these changes or modifications.

Item 14: Patents, Copyrights, and Proprietary Information.

We intend to affix a statutory notice of copyright to Operations Manual, to most of our advertising products, to our training materials and our online tutorials, and to our paper and service products, and to all modifications and additions to them. There are no determinations, agreements, infringements or obligations currently affecting these notices or copyrights. You have no rights to the copyrighted material. You are granted the right and are required to use the copyrighted items only with your operation of the franchise during the term of your Franchise Agreement.

The Operations Manual is described in Exhibit F. Although we have not filed applications for copyright registration, all copyrighted materials are our property. Item 11 describes limits on use of copyrighted materials by you and your employees. You are only permitted to use our proprietary processes and systems in accordance with the Franchise Agreement and only as long as you are a franchisee. You must contact us immediately if you learn of any unauthorized use of our proprietary information. You must also agree to not contest our rights to and our interest in our copyrights and other proprietary information.

We have no patents material to your franchise.

We claim proprietary rights to certain confidential information and trade secrets related to our franchise system.

Item 15: Obligation to Participate in the Actual Operation of the Franchise Business.

We strongly recommend that you (or one of your owners if you are a business entity), participate fully in the actual day-to-day operation of the franchise business. However, you may designate a Manager to assume responsibility for day-to-day operations. If you simultaneously purchase multiple franchises and sign the Area Development Addendum, it may be feasible for you to participate fully in the actual day-to-day operation of each franchise, depending on the number of franchises purchased and the number of offices that you are required to or elect to open. Any Managers you employ to help you to operate the franchise must successfully complete the mandatory training program described in Item 11. The manager and all of your owners must agree to be bound by the confidentiality and non-competition provisions of the Franchise Agreement.

Each of your owners must assume and agree to discharge all of your obligations under the Franchise Agreement.

Item 16: Restrictions on What the Franchisee May Sell.

We require that you use, offer and sell only those products and services that we approve in writing, which writing includes the Operations Manual. You must offer all products and services that we designate as required by our franchisees. We reserve the right, without limitation, to modify, delete and add to the authorized products and services.

Item 17: Renewal, Termination, Transfer and Dispute Resolution.

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise of Franchise Agreement and Area Developer Addendum	Summary
a. Length of the franchise term	FA Article 15	10 years
b. Renewal or extension of term	FA Article 15	If you are in good standing, you may renew for periods of 5 years under the terms of our then current franchise agreement forms that may have materially different terms and conditions than your original contract.
c. Requirements for franchisee to renew or extend	FA Article 15	"Renewal" means that you, upon the expiration of the original term of the franchise agreement, have the right to enter into a new agreement according to our then-current franchise agreement forms that may have materially different terms and conditions than your original contract. You must give notice at least three and not more than six months before expiration of the initial term; faithfully perform under the initial agreement; refurbish the Franchise and replace obsolete equipment; sign general release; sign a new agreement; pay $7,500 renewal fee; and go through re-training
d. Termination by franchisee	None	Not applicable
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	Article 15	We can terminate only if you default. Any material violation

		or breach of the Franchise Agreement is deemed a material breach of any other franchise or other agreement between you and us. The non-breaching party then will be entitled to enforce the penalties of or to terminate the Franchise Agreement and any relevant addenda and any or all of such other franchise agreements. If you sign the Area Development Addendum and if it is terminated, all remaining franchise agreements, for franchises that have not yet been opened for business pursuant to the relevant development schedule, if any, may thereafter be opened at any available location where we have the right to offer and place franchises in accordance with state and federal franchise and business opportunity disclosure and registration laws and pursuant to our contractual commitments (including those with our other franchisees) and in compliance with our franchise placement and market development.
g. "Cause" defined – curable defaults	Article 15	You have 30 days to cure any default not listed in Section 6.3.
h. "Cause" defined – non-curable defaults	Article 15	Bankruptcy and insolvency, abandonment, repeated default, misrepresentations, levy of execution, criminal conviction, noncompliance with laws, non-payment of fees, repeated under reporting of sales, disclosure of information.
i. Franchisee's obligations on termination or nonrenewal.	Article 16	De-identification, return of manuals, release of phone numbers and listings, de-

		identification of your franchise equipment and premises, payment of sums owed, confidentiality, and non-competition.
j. Assignment of contract by franchisor	Article 14	There are no restrictions on our right to transfer.
k. "Transfer" by franchisee - defined	Article 14	Restrictions apply if you sell, transfer, assign, encumber, give, lease, or sublease (collectively called "transfer") the whole or any part of: the franchise agreement, substantial assets of the franchise, or ownership or control of you.
l. Franchisor's approval of transfer by franchisee	Article 14	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Article 14	The transferee must qualify as a franchisee, he must assume your obligations, you may not be in default, the transferee must successfully complete the mandatory training, the current assignment fee is to reimburse us for our out-of-pocket costs related to the transfer (with a minimum of $1,000), the transferee must sign a new franchise agreement on our then current terms, and you must release us.
n. Franchisor's right of first refusal to acquire franchisee's business	Article 14	If you receive an offer, we will have the right to purchase on the same terms and conditions as offered to you, 60-day notice and right to decide.
o. Franchisor's option to purchase franchisee's business	None	Not Applicable
p. Death or Disability of franchisee	Article 14	Your rights may pass to your heirs or legatees if they assume your obligations and attend training. On your disability, you may sell the

		business or keep it if operated by trained personnel.
q. Non-Competition Covenants During the Term of the Franchise	Article 10	You may not disclose confidential information or compete.
r. Non-Competition Covenants After the Franchise is Terminated or Expires	Article 10	No competition is allowed for 2 years within the Territory, within a 100-mile radius of the Territory, within a 100-mile radius of any location where we operate or have granted the franchise to operate an Rich Farm Ice Cream business, and within the United States of America and Canada.
s. Modification of the Agreement	Article 22	We may modify the Operations Manual. Modifications to the language of the Franchise Agreement require the signed written agreement of the parties.
t. Integration/Merger Clause	Article 22	Only the terms of the Franchise Agreement and Operations Manual are binding. Any other promises may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim the representations we made in the franchise disclosure document that we delivered to you.
u. Dispute Resolution by Arbitration or Mediation	Article 21	Except for certain claims, all disputes must be arbitrated in accordance with the procedures of the *Franchise Arbitration & Mediation Service ("FAM")* or its successor in New Haven County, CT, except as stated in State Addenda to this Disclosure Document.
v. Choice of Forum	Article 21	Litigation and arbitration must be in New Haven County, CT. Some states do not allow franchisees to give up their right

		to bring or defend lawsuits in the courts of their state. See Exhibit G to this Disclosure Document for state addenda to this Item.
x. Choice of Law	Article 21	Connecticut law applies except as otherwise provided in the Franchise Agreement. Some states do not allow franchisees to give up their right to bring or defend lawsuits in the courts of their state.

See State Law Addendum (Exhibit G) for state-specific disclosures.

Item 18: Public Figures.

No public figure is involved in our franchise program.

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 Franchise Disclosure Document. Financial performance information that differs from that included in ITEM 19 may be given only if: (1) a Franchisor provides the actual records of an existing outlet you are considering buying; or (2) a Franchisor supplements the information provided in this ITEM 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor's management by contacting David G. Rich at (203) 232-9548, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: Outlets and Franchisee Information.

<u>Table No. 1</u>

SYSTEM WIDE OUTLET SUMMARY FOR YEARS 2023 TO 2025				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2023	3	3	0
	2024	3	3	0

	2025	3	3	0
Company Owned	2023	1	1	0
	2024	1	1	0
	2025	1	1	0
Total Outlets*	2023	4	4	0
	2024	4	4	0
	2025	4	4	0

* This chart includes both franchised and company-owned Rich Farm Ice Cream locations. As of the date of this Disclosure Document, there are 4 Rich Farm Ice Cream locations in operation.

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR THE YEARS 2023 TO 2025		
State	**Year**	**Number of Transfers**
CA	2023	0
	2024	0
	2025	0
CT	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table No. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2023 TO 2025								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End of the Year**
CA	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
CT	2023	2	0	1	0	0	0	1
	2024	2	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
	2023	3	1	1	0	0	0	3

Total	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

* As of the date of this Disclosure Document, there are three franchise location open If you buy this franchise, your contact information may be disclosed when you leave the franchise system.

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 TO 2025							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**
CT	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Total *	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

* The 1 company-owned unit refers to our affiliate Rich Farm Ice Cream, LLC.

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2026			
State	**Franchise Agreements Signed But Outlets Not Yet Opened**	**Projected New Franchised Outlets in the Next Fiscal Year**	**Projected New Company-Owned Outlets in the Next Fiscal Year**
CT	0	1	0
CA	0	0	0
Total *	0	1	0

* We project the opening of 1 Rich Farm Ice Cream franchise during our fiscal year ending December 31, 2026. These are projections of the number of new franchises we expect will open in the next fiscal year. .

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with Rich Farm Ice Cream Franchising, LLC. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following is a complete listing of all of our current franchisees and the addresses and telephone numbers of all of their operations as of December 31, 2025:

John Barry
901 E. Yorba Linda Blvd., Suite F
Placentia, CA 92870
(714) 732-1796

Dan Greenberg
409 Hill Street
Bristol, CT 06010
(860) 261-4486

Jill Serra
1 Lorraine Terrace
Middlefield, CT 06481
860-358-9435

The following is a complete listing of all of our current company-owned and affiliate-owned outlets and the addresses and telephone numbers of all of their operations as of December 31, 2025:

State	Name	Business Address	City	Zip Code	Phone
CT	Rich Farm Ice Cream	691 Oxford Rd.	Oxford	CT	(203) 881-1040

We have no current area developers or master franchisees.

The following is a list of the name, city and state, and the current telephone number (of if unknown, the known home or mobile telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement:

Mark Depolis
12 Hickory Street
Danbury, CT 06810
(475) 279-7457

Our standard Franchise Agreement (Exhibit A), all renewal and transfer agreements and all agreements to settle disputes with franchisees, generally contain confidentiality clauses. Thus, all our franchisees have signed a confidentiality clause with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Rich Farm Ice Cream. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you.

The following is a list, to the extent known to us, of the names, addresses, telephone numbers, email addresses, and web addresses of each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored or endorsed:

N/A

Item 21: Financial Statements.

Attached in Exhibit C to this Disclosure Document are our audited financial statements for our fiscal year ending December 31, 2025, December 31, 2024 and December 31, 2023. Our fiscal year-end is December 31.

Item 22: Contracts.

The following agreements are exhibits:

1. Franchise Agreement (including exhibits and schedules) – Exhibit A
2. Confidential Information Agreement – Exhibit B

The standard form release agreement that you will be required to sign in certain instances, such as a transfer or renewal, is found in Section 9.9 of the Franchise Agreement.

Item 23: Receipts.

Attached to this Disclosure Document are two (2) Receipt pages (Exhibit H). They are duplicates that evidence your receipt of this Disclosure Document. The first is to be retained by you, the other by us.

EXHIBIT A
FRANCHISE AGREEMENT

RICH FARM ICE CREAM FRANCHISING, LLC

FRANCHISE AGREEMENT

FRANCHISEE:

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) made this _____ day of _________, 20__ by and between Rich Farm Ice Cream Franchising, LLC, a Connecticut limited liability company with a principal place of business at 45 Perry Lane, Oxford, CT 06478 (“Franchisor”), and __________________________ (the “Franchisee”, and as also defined in Article 9):

Definitions:

In this Agreement the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

(1) A “Rich Farm Ice Cream” is a business that specializes in the sale of Authorized Rich Farm Ice Cream Services and Products, as defined below, is operated under Franchisor’s Marks, as defined below, and is authorized by a franchise or license agreement made or approved by Rich Farm Ice Cream.

(2) “Authorized Services or Products” or “Rich Farm Ice Cream Authorized Services and Products” are defined as products and/or services approved or authorized by the Franchisor in accordance with Article 5 of this Agreement.

WHEREAS, Franchisor is a licensee and distributor of certain trademark(s), which has not been registered with the United States Patent and Trademark Office, and may, in the future become the owner, licensee and/or authorized distributor for other trademarks service marks or trade names, including logos and designs, related or unrelated to Franchisor’s marks (collectively referred to in this Agreement as “Franchisor’s Marks”); and

WHEREAS, Franchisor has developed and continues to develop a system of Rich Farm Ice Cream Authorized Services and Products, which system includes or may include a unique service offering, distinctive signs, programs, and various trade secrets and other confidential information, and marketing techniques (the “System”) which are materially reflected in Franchisor’s Operations Manual (the “Manual(s)”). Franchisor identifies the System by Franchisor’s Marks, and such other trademarks, service marks, trade names, logos and designs as may be designated by Franchisor in writing as being authorized for use in the System. Franchisor’s Marks identify for the public the source of the services rendered in accordance with the standards and specifications established by Franchisor; and

WHEREAS, the System as used in existing Rich Farm Ice Creams has an established reputation for quality, cleanliness, appearance, and service, and through such operations and continued marketing and advertising efforts, have created demand and goodwill for the Authorized Services and Products sold as a result of which the System has acquired valuable goodwill and a favorable reputation; and

WHEREAS, Franchisee desires to enjoy the benefits of: (i) operating under the System using Franchisor's Marks; and (ii) being authorized and licensed to operate one Rich Farm Ice Cream within the System in strict accordance with the standards and specifications established by Franchisor as set forth below; and

WHEREAS, Franchisor is willing to grant to Franchisee a license under Franchisor's Marks and the System, subject to Franchisee's strict compliance with the terms and conditions of the Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. FRANCHISE RIGHT GRANTED, LOCATION

1.1 GRANT

In consideration of the issuance of the franchise granted herein, Franchisee shall pay to Franchisor the sum of $34,000 (the "Initial Fee"). In exchange, Franchisor hereby awards Franchisee the exclusive right to open and operate, under the terms of this Agreement, one Rich Farm Ice Cream specializing in selling and providing high quality limited and specific products and services as specified by Franchisor in the Manual, or subsequently added in accordance with amendments to the Manual, under the name "Rich Farm Ice Cream" at the specific location agreed upon by both parties, and to operate a Rich Farm Ice Cream as a franchise using the System. The Initial Fee shall be deemed fully earned by Franchisor upon the execution of this Agreement by Franchisor and Franchisee and shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances unless the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

1.2 LICENSE

Franchisor hereby grants and awards to Franchisee, for the term set forth in this Agreement, and any renewal term, beginning on the date of this Agreement, the right and non-exclusive license, and Franchisee hereby undertakes the obligation, to operate the business described in this Agreement under Franchisor's Marks and such other of Franchisor's Marks as may be designated by Franchisor, to operate such business solely in accordance with the System, and only at the specific location and in the specific area to be agreed upon by Franchisor and Franchisee. Franchisor may require all shareholders, members, partners or other owners of Franchisee to assume and agree to discharge all of Franchisee's obligations under this Agreement either by executing this Agreement in their individual capacities or by executing an unlimited continuing guaranty.

1.3 AUTHORIZED AREA

The authorized area ("Authorized Area") agreed upon at the time of the execution of this Agreement, as set forth below, is an exclusive and protected area within a __ mile radius of the Authorized Area.

Authorized Area:

____

____

____

Franchisee's Authorized Area may be changed, modified, or altered with Franchisor's written consent. Any determination regarding a change, modification, or alteration in Franchisee's Authorized Area shall be made in Franchisor's sole discretion. Any new Authorized Area must satisfy Franchisor's then current franchise placement and demographics criteria as set forth in the Manual. Any expenses or costs associated with a change in Franchisee's Authorized Area shall be Franchisee's sole responsibility including, but not limited to, any expenses or costs incurred by Franchisor.

Franchisor, if requested by Franchisee, may provide reasonable advice and input related to Franchisee's selection of its Authorized Area, including, but not limited to, up to 2 days of on-location assistance. Franchisor, in its sole discretion, shall have the right to determine whether or not such assistance shall be provided to Franchisee if requested by Franchisee.

ARTICLE 2. COMMENCEMENT OF BUSINESS

Franchisee, at its own expense shall: (i) obtain and purchase all necessary equipment, signage and supplies including Rich Farm Ice Cream Products; (ii) obtain all necessary insurance, governmental permits and licenses prior to commencing business in its Authorized Area; (iii) shall maintain all licenses in full force and effect during the term of this Agreement. Franchisee shall commence operation of each Rich Farm Ice Cream franchise no later than 365 days after the execution of this Agreement; and (iv) shall give Franchisor 15 days written notice prior to commencing operations.

Franchisee's failure to commence operation of its Rich Farm Ice Cream within 365 days after the execution of this Agreement may result in the termination of this Agreement. Franchisee's failure to commence operation of its Rich Farm Ice Cream within 365 days after the execution of this Agreement may be excused if such failure results from war or civil disturbance, natural disaster, labor dispute, shortages or other events beyond Franchisee's control. Upon the happening of any of these events, Franchisee's time to commence operation of its Rich Farm Ice Cream shall be extended for a reasonable time in Franchisor's sole discretion. Franchisee's failure to commence operation of its Rich Farm Ice Cream within any extension of time granted by Franchisor may result in the termination of this Agreement. Franchisee shall be obligated to immediately return any products, equipment, supplies or materials it may have obtained from Franchisor, Franchisor's affiliates, or approved suppliers in the event that this Agreement is terminated for Franchisee's failure to timely commence operation of its Rich Farm Ice Cream. Franchisee shall not be entitled to receive any compensation from Franchisor for the return of any such products, equipment, supplies or materials.

ARTICLE 3. TRAINING

3.1 Franchisee, together with its designated full-time manager (if an individual other than Franchisee) shall attend Franchisor's mandatory initial training program in Oxford, Connecticut, or at another location that may be designated by Franchisor. The mandatory initial training program shall last approximately 5 days. The mandatory initial training program also may include training at Franchisee's Rich Farm Ice Cream at Franchisor's sole discretion. The content and format of the mandatory initial training program shall be determined in Franchisor's sole discretion and may be subject to change. Franchisee shall request to schedule the mandatory initial training program at least 14 days before the mandatory initial training program is to start. The time of Franchisee's mandatory initial program, however, shall be determined in Franchisor's sole discretion. Franchisee must complete the mandatory initial training program at least four weeks prior to the opening of Franchisee's Rich Farm Ice Cream. Franchisee shall identify any management employees, including its designated full-time manager, in advance of the mandatory initial training program and shall provide their names to Franchisor in advance of the mandatory initial training program, together with any other information Franchisor may request. The cost of the mandatory initial training program is included in the Initial Fee. Franchisee shall be responsible for all travel, living, compensation, and other expenses incurred by Franchisee and/or Franchisee's employees in connection with attendance at the mandatory initial training program.

Franchisor may terminate this Agreement should Franchisee and/or its designated full-time manager fail to complete the mandatory initial training program to Franchisor's satisfaction. Franchisor shall not be liable for Franchisee's costs or expenses if Franchisor terminates this Agreement because Franchisee or its designated full-time manager fails to complete the mandatory initial training program to Franchisor's satisfaction.

Franchisor may, at any time during the mandatory initial training program, inform Franchisee that an individual attending training on Franchisee's behalf is not suitable due to criminal activities, disruptive behavior, poor attendance or other reasons. Upon that notice, Franchisor's obligations to train that individual will be deemed to have been discharged.

3.2 Franchisor will not allow any Rich Farm Ice Cream to be opened or managed by any person who has not attended and successfully completed the management training course designated by Franchisor. If Franchisee's designated Rich Farm Ice Cream manager resigns or is terminated, Franchisee must arrange to have the successor manager: (i) begin the required training course within 60 days of first assuming the duties of a manager; and (ii) successfully complete the course.

3.3 If at any time the Franchisee or Franchisee's designated manager voluntarily withdraws from, or is unable to complete its training, or fails to demonstrate an aptitude, spirit or ability to comprehend and carry out the course of study to the reasonable satisfaction of Franchisor, then Franchisor shall have the right to require Franchisee or Franchisee's trainee to attend other training classes and/or to perform additional operational training until Franchisor is reasonably satisfied that Franchisee or Franchisee's trainees has satisfactorily completed the Franchisor's training course. Under no circumstances will Franchisee be permitted to open or operate a Rich Farm Ice Cream until training is completed to Franchisor's reasonable satisfaction by Franchisee and Franchisee's management designee. Under no circumstances may an open Rich Farm Ice Cream be managed by individuals who have not successfully completed Franchisor's training program. Franchisee shall bear all costs associated with any additional training provided under this Article 3.3

3.4 In the event of a sale to a third party of Franchisee's Rich Farm Ice Cream after opening, the transferee or its designated representatives must be trained at Franchisor's facilities as a condition of Franchisor's consent to such transfer. All tuition costs for such training shall be deemed paid upon receipt by Franchisor of the $10,000 transfer fee, due in accordance with Article 12 herein. No Rich Farm Ice Cream shall open or re-open until the Franchisor certifies that the transferee is approved to operate a Rich Farm Ice Cream.

3.5 Franchisor may, at its discretion or upon Franchisee's request, provide other supervision, training, assistance and/or services before and/or after the opening of Franchisee's Rich Farm Ice Cream; such as coach or trainer communications, online or video instructional programs, literature, advertising materials, displays, flyers and additional training or assistance. Any request for additional supervision, training, assistance, and/or services shall be made by Franchisee to Franchisor at least 35 days prior to the provision of such supervision, training, assistance, and/or services. The duration of such additional supervision, training, assistance, and/or services is negotiable depending on Franchisee's needs. Franchisee will not receive any compensation for any additional supervision, training, assistance, and/or services. Franchisee shall pay to Franchisor Franchisor's then current rates for the provision of such additional supervision, training, assistance, and/or services. Franchisee also shall Franchisee for any costs Franchisor may incur if it is required to travel to provide additional supervision, training, assistance, and/or services including, but not limited to, travel, accommodations, meals, etc. Franchisee shall be responsible for its own costs should it be required to travel to Franchisor for additional supervision, training, assistance, and/or services.

3.6 Franchisor, from time to time in its sole discretion, may provide refresher training programs or seminars that may require the attendance of Franchisee or its designated manager. Franchisee and/or its designated manager shall be required to attend any such training programs or seminars and to complete them to Franchisor's satisfaction. These training programs or seminars shall be held at locations to be determined by Franchisor and shall be provided at no cost to Franchisee. Franchisee, however, shall be solely responsible for all costs and expenses associated with attendance at any training program or seminar including, but not limited to, travel, lodging, and meal expenses. Franchisee shall not be entitled to any compensation or payment from Franchisor for attendance at any training program or seminar.

ARTICLE 4. MANUALS AND STANDARDS OF OPERATION QUALITY, CLEANLINESS AND SERVICE

4.1 STANDARDS

In order to promote the value of goodwill of Franchisor's Marks and the System and to protect Franchisor's Marks and other Rich Farm Ice Cream franchisees that comprise the Rich

Farm Ice Cream franchise system, Franchisee agrees to conduct its business in accordance with the standards and specifications promulgated by Franchisor as follows:

4.2 MANUALS

4.2.1 In the Manuals and other publications, Franchisor will list Authorized Services and Products to be sold by Franchisee, and promulgate standards and specifications for operation of Rich Farm Ice Cream franchises, including standards of quality, cleanliness, safety, courtesy, and service for all Authorized Services and Products; specifications for build-out requirements, fixtures, furnishings, interior design, exterior design, supplies, equipment, operating procedures, accounting and bookkeeping methods, marketing programs and ideas, advertising layouts and guidelines, operations requirements, public relations guidelines, service guidelines, and any other guidelines that may be necessary to the operation of a Rich Farm Ice Cream. Franchisee further acknowledges that Franchisor may consider that changes to the Authorized Services and Products, fixtures, furnishings, interior, exterior, supplies and equipment, or the standards, specifications and procedures may be necessary or desirable from time to time in its sole discretion, and Franchisee agrees to accept as reasonable all amendments, modifications, revisions and additions to the Manuals, standards, specifications, and procedures that may subsequently be authorized by Franchisor. Franchisee shall strictly follow the requirements of the Manuals and any and all amendments, modifications, revisions and additions thereto. The sale of any service or product not authorized without Franchisor's prior written approval shall constitute a material violation of this Agreement.

4.2.2 The Manuals and all amendments to the Manuals (and copies thereof) are confidential and are Franchisor's exclusive property. The Manuals also may be protected by copyright. They are loaned to Franchisee for the term of the Agreement, and must be returned to Franchisor upon termination of this Agreement, expiration or non-renewal. The Manuals are highly confidential documents which contain trade secrets of Franchisor, and Franchisee shall never reveal, and shall take all reasonable precautions, both during and after the term of this Agreement, to assure that its employees or any other party under Franchisee's control, shall never reveal any of the contents of the Manuals or any other publication, recipe or secret provided by Franchisor, except as is necessary for the operation of Franchisee's Rich Farm Ice Cream.

4.2.3 The Manuals may be amended by Franchisor by written communication, which may be delivered to Franchisee via mail, facsimile, Internet, Intranet, or other means as they become available. Franchisee agrees that Franchisee will access the Rich Farm Ice Cream Internet site http://www.RichFarmIceCream.com, to collect amendments of the Manual and other updated communications from Franchisor related to Franchisee's Rich Farm Ice Cream, no less than one time daily. Under no circumstances may Franchisee fail to maintain a valid fax number and e-mail address, known and available to Franchisor, during the term of this Agreement to facilitate these important communications. Franchisee agrees to comply with all amendments of the Manual within 30 days of receipt of notification, except in the case of Internet notification, when compliance shall be made within 10 days from transmission, unless another time is specified in the notification. Franchisee shall immediately implement any changes in the operation of its Rich Farm Ice Cream that may result from any amendment to the Manuals. Franchisee shall bear all costs associated with any such changes unless otherwise informed in writing by Franchisor.

4.3 HOURS

Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum gross sales possible in its Authorized Area, and will put in not less than 40 hours per week, unless additional hours are reasonably required to maximize operations and sales. If such hours are incorrect in relation to the sales potential of Franchisee's Rich Farm Ice Cream, then Franchisor and Franchisee shall reasonably adjust such hours. If Franchisee's Rich Farm Ice Cream is located in a mall or shopping center, the Franchisee shall maintain the same hours of operation as the mall or shopping center for its Rich Farm Ice Cream without regard to the total number of hours of operation for the mall or shopping center. It is acknowledged that the hours of other franchisees will vary in relationship to each respective Authorized Area, and local legal restrictions, if any.

4.4. APPEARANCE

Franchisee agrees to comply with the Manuals and to maintain a professional image in keeping with the professional skills required of Franchisor.

4.5 SERVICES AND PRODUCTS

Franchisee agrees to sell only the Authorized Services and Products specified by Franchisor in this Agreement and in the Manuals and to follow all specifications and formulas of Franchisor as to specifications, contents, and quality of Authorized Services and Products provided to its customers from Franchisee's Rich Farm Ice Cream, unless otherwise approved by Franchisor in writing.

4.6 ENVELOPES, LETTERHEAD, AND OTHER GOODS

Franchisee agrees that all envelopes, letterhead, invoices, product packaging and brochures, printed marketing materials, and other goods or supplies which are sent to or given to clients, will be printed bearing accurate reproductions of Franchisor's Marks, shall conform to Franchisor's specifications, and shall be purchased by Franchisee from a supplier approved by Franchisor, as provided in Article 5, which approval will not be unreasonably withheld. Franchisor's specifications for these items shall be set forth in the Manuals.

4.7 FURNITURE, EQUIPMENT, INVENTORY, AND SIGNAGE

All furniture, equipment, including computer equipment, inventory, and signage used by Franchisee in connection with the operation of its Rich Farm Ice Cream must be purchased in accordance with the standards and specifications set forth in the Manuals.

ARTICLE 5. AUTHORIZED MATERIALS, INSPECTIONS

5.1 MATERIALS

5.1.1 Franchisee shall not manufacture, advertise for sale, sell or give away any service or product unless such service or product has been approved in the Manuals as an Authorized Service or Product for sale in Franchisee's Rich Farm Ice Cream, and not thereafter disapproved in writing by Franchisor. All Authorized Services and Products shall be distributed under the specific name designated by Franchisor. Franchisor shall establish all prices for Authorized Services and Products in its sole discretion. Franchisee shall offer for sale through its Rich Farm Ice Cream only those services or products which Franchisor designates as “approved and authorized” or which Franchisor has approved and made available or has otherwise specifically approved in writing each as an “Authorized Product and Service.” No Authorized Service or Product will be removed from the list of those required to be offered unless Franchisee is so instructed by Franchisor.

5.1.2 Franchisee must purchase an initial inventory of supplies and equipment from Franchisor, Franchisor’s affiliates, or Franchisor’s approved suppliers prior to commencing operations for its Rich Farm Ice Cream. Franchisee continually shall purchase supplies, equipment, products and materials on an ongoing basis from Franchisor, Franchisor’s affiliates, or Franchisor’s approved suppliers including, but not limited to, any supplies, equipment or products that bear any Marks, contain the name “Rich Farm Ice Cream”, are used as a component of the Authorized Products and Services or is an Authorized Product or Service. The specifications and standards for such supplies, equipment, products and materials shall be set forth in the Manuals, together with the identification of Franchisor’s approved suppliers.

5.1.3. Franchisee, on advance written notice to Franchisor, may request Franchisor’s approval to obtain products, equipment, supplies or materials from sources that Franchisor has not previously approved. Franchisor may require Franchisee to give Franchisor sufficient information, photographs, drawings, samples and other data to allow Franchisor to determine whether the items from these other sources meet Franchisor’s specifications and standards. These specifications and standards will be set forth in the Manuals and will, among other things, relate to quality, durability, value, cleanliness, composition, strength and the suppliers' capacity and facility to supply Franchisee’s needs in the quantities, at the times, and with the reliability necessary for efficient operation. Franchisor may require that samples from any supplier be delivered to a designated independent testing laboratory for testing before approval and use. Franchisee will reimburse Franchisor for the actual cost of the tests. Franchisor may license any supplier that can meet or exceed Franchisor’s quality control requirements and standards, for a reasonable license fee, to produce and deliver Rich Farm Ice Cream products to Franchisee but to no other person. Franchisor’s confidential requirements, systems and formulas will be revealed to potential suppliers only after Franchisor has received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently follow Franchisor’s standards, requirements and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply Franchisee’s reasonable needs. Franchisor will not unreasonably withhold approval of a supplier Franchisee proposes. Franchisor will notify Franchisee in writing of the approval or disapproval of any supplier Franchisor proposes within 30 days of receiving written notice from Franchisee of Franchisee’s request for approval. Franchisor shall have the right, in its sole discretion, to inspect the facilities, plants, or other places of business of any approved supplier to ensure that such supplier is in compliance with Franchisor’s standards and specifications. In the event such supplier is not in compliance with Franchisor’s standards and specifications or should Franchisor determine that such supplier no longer meets any of requirements set forth in this Article 5.1.3, Franchisor shall revoke its approval of such supplier and shall supply written notice of such revocation to Franchisee. Franchisee shall discontinue its use of any such supplier for which Franchisor revokes its approval immediately upon receiving notice from Franchisor.

5.1.4 Franchisee agrees and acknowledges that certain products, equipment, supplies and materials must be purchased from Franchisor, Franchisor's affiliates, or Franchisor's approved suppliers, notwithstanding the terms of Article 5.1.3. The purchase of such products, equipment, supplies and materials shall not be subject to any process for proposal of an alternate supplier.

5.1.5 Authorized Services or Products shall be marketed by approved offering formats to be utilized in Franchisee's Rich Farm Ice Cream. The approved and authorized offering format(s) may include, in Franchisor's discretion, requirements concerning organization, graphics, product and service descriptions, illustrations, and any other matters related to those offered, whether or not similar to those listed. In Franchisor's discretion, the Authorized Services and Products offered and/or offering format(s) may vary depending upon region, market size, and other factors. Franchisor may change the offering format and/or authorize non-uniform Authorized Services and Products for Rich Farm Ice Creams within certain regions, in which case Franchisee will be given a reasonable time (not longer than 30 days) to discontinue use of any old offering format(s) and/or Authorized Services and Products and implement use of the new offering format(s) and/or Authorized Services and Products.

5.1.6 Franchisee shall, upon receipt of notice from Franchisor, add any Authorized Service or Product to those offered according to the instructions contained in the notice including, but not limited to, notice of any amendment or modifications to the Manuals. Franchisee shall have a minimum of 30 days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously Authorized Service or Product within 30 days after receipt of notice that the service or product is no longer authorized.

5.1.7 The Authorized Services and Products sold by Franchisee shall be of the highest quality, and the preparation and delivery of services and the quality of the products shall comply with the instructions and recipes provided by Franchisor or contained in the Manuals, and with the further requirements of Franchisor as Franchisor communicates its requirements to Franchisee from time to time.

5.2 COMPLIANCE

Franchisee shall operate its Rich Farm Ice Cream as an organized, legal and respectable business in accordance with the Franchisor's business standards and merchandising policies, and shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations governing the operation of such business and shall not allow any Rich Farm Ice Cream to be used for any immoral or illegal purpose.

5.3 FRANCHISEE AND EMPLOYEE APPEARANCE

Franchisee shall cause all employees, while working in its Rich Farm Ice Cream, to present a neat and clean appearance, including an approved Rich Farm Ice Cream uniform.

5.4 OTHER EQUIPMENT

Certain equipment is required by the Franchisor to be used by the Franchisee, and no other equipment shall be installed or maintained at Franchisee's Rich Farm Ice Cream without Franchisor's written approval.

5.5 INSPECTION

5.5.1 Franchisor's authorized representatives shall have the right to enter upon the entire premises of Franchisee's Rich Farm Ice Cream during business hours, without unreasonably disrupting Franchisee's business operations, for the purposes of examining same, in all respects to determine whether the business is being conducted in accordance with this Agreement, the System and the Manuals.

5.5.2 In the event any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement or the Manuals or by the System, Franchisor will notify Franchisee in writing of Franchisee's non-compliance with the Manuals, the System, or this Agreement. Franchisee shall have 7 days after receipt of such notice, or such other greater time period as Franchisor in its sole discretion may provide, to correct or repair such deficiency or unsatisfactory condition, if it can be corrected within such period of time. If not, Franchisee shall within such time period commence such correction and thereafter diligently pursue it to completion.

ARTICLE 6. ADVERTISING AND REGIONAL ASSOCIATIONS

6.1 Franchisee acknowledges the value of advertising, and accordingly, agrees, at the time required in a written notice from Franchisor to Franchisee, to pay to Franchisor one percent (1%) of Franchisee's Gross Revenue, as defined in Article 8, for each and every month thereafter of its Rich Farm Ice Cream operations (the "Marketing Fund Contribution"). Franchisee also shall be required, at the time required in a written notice from Franchisor to Franchisee, to spend at least two percent (2%) of Franchisee's Gross Revenue on local advertising for each and every month thereafter of its Rich Farm Ice Cream operations. Franchisee shall report these expenditures to Franchisor in accordance with the terms of the Manuals. In Franchisor's sole discretion, this Marketing Fund Contribution may be deposited (with other advertising collections) into segregated advertising accounts controlled by the Franchisor or may be transferred into a regional advertising account covering Franchisee's Rich Farm Ice Cream, in proportions and at times that Franchisor determines from time to time. The Marketing Fund Contribution shall then be spent for advertising to benefit Franchisee and/or all franchisees of Rich Farm Ice Creams, and to cover Franchisor's reasonable costs of collecting, managing and disbursing the Marketing Fund Contribution, not to exceed ½ %, but shall not be required to be spent to benefit Franchisee in direct proportion to its contributions. The Marketing Fund Contribution shall be paid by Franchisee in accordance with the procedures described in Article 8. Franchisor, in its sole discretion, may spend advertising collections (including the Marketing Fund Contribution) directly, or may authorize others to spend advertising collections, for media time, production of media materials, whether for radio, television, newspapers or local level materials such as flyers, or posters, or for any other type of advertising or marketing use. Franchisor is not, under any circumstances, obligated to contribute any advertising collections to any national or regional advertising fund, program, association or other organization.

6.2 Franchisor shall provide Franchisee with marketing objectives, directives, advertising copy and/or advertising samples which must be used by Franchisee in its promotions. Franchisee must obtain Franchisor's written consent to use marketing and advertising materials other than those provided by Franchisor, including those marketing and advertising materials used by Franchisee for local advertising and in its grand opening advertising. Franchisee shall submit all marketing and advertising materials to Franchisor for Franchisor's approval and shall not use any marketing or advertising materials until they have been approved by Franchisor. Franchisee's marketing and advertising activities shall comply in all respects with the Manuals including, but not limited to, its obligation to maintain a business phone listing. Any website shall be considered to be marketing and advertising material and shall be subject to the terms of this Agreement and the Manuals. Franchise shall not conduct any marketing or advertising activities outside of the Authorized Area without Franchisor's prior written consent including, but not limited to: (1) soliciting customers whose addresses are outside of the Authorized Area; (2) advertising in any media that primarily is circulated outside of the Authorized Area; or (3) marketing independently on the Internet or acquire an independent Internet domain name or website. Only Franchisor shall have the right and ability to conduct national or regional marketing or advertising.

6.3 Franchisor retains the sole right to market on the Internet, including all use of websites, domain names, URL's, linking, meta-tags, advertising, auction sites and e-commerce arrangements. Franchisee shall provide Franchisor with content for Franchisor's Internet marketing, and follow Franchisor's Intranet and Internet usage requirements. Franchisor also retains the sole right to use the Marks on the Internet. Franchisor retains the right to approve any linking or other use of our website. Franchisee may not establish a presence on or market using the Internet except as Franchisor may specify in the Manuals or otherwise, and only with Franchisor's prior written consent. Franchisor intends that any Franchisee website be accessed only through Franchisor's home page. Subject to the terms of use on Franchisor's website, Franchisor may gather, develop and use in any lawful manner information about any visitor to the website, including, but not limed to, Franchisee's customers, other franchisees or prospective franchisees regardless of whether they were referred to Franchisee via Franchisor's website or were otherwise in contact with Franchisee.

6.4 In addition to the Marketing Fund Contribution and its expenditures on local advertising, Franchisee shall expend no less than $500 to $1,000 on grand opening advertising during the first three months of the operation of its Rich Farm Ice Cream.

ARTICLE 7. FRANCHISOR'S MARKS AND ADDITIONAL MARKS

7.1 The license and related rights to use the System, the Manuals, Franchisor's Marks and any other proprietary information, products, or services granted by this Agreement are applicable only with respect to Franchisee's Rich Farm Ice Cream, and not elsewhere, except in the event of a relocation approved in writing by Franchisor. This Agreement does not authorize any other non-traditional delivery systems.

7.2 Franchisee shall not interfere in any manner with, or attempt to prohibit, the use of Franchisor's Marks by any other franchisee of Franchisor.

7.3 Franchisor may, from time to time, in Franchisor's sole discretion, obtain additional trademark and/or service mark rights in words and/or designs including, but not limited to, changes or modifications to any currently existing Marks. In the event of any of these occurrences, Franchisor may license Franchisee to use those trademarks or service marks by giving written notification to Franchisee that such marks now form part of Franchisor's Marks. The term of such license will be coextensive with the term of this Agreement or as otherwise established by

Franchisor, and will be subject to all restrictions with respect to the use of those rights as set forth in this Agreement and in the notice granting Franchisee the license. Franchisee shall accept, use and protect any additional trademark and/or service mark rights obtained by Franchisor. Franchisee shall bear all costs and expenses that may be reasonably related to Franchisor's provision of additional trademark and/or service mark rights. Under no circumstances shall Franchisor be liable to Franchisee for any damages, costs, losses or detriments related to Franchisor's provision of additional trademark and/or service mark rights.

7.4 Franchisor reserves the right, in its sole discretion, to license the use of the trademarks, service marks, trade names or any other proprietary materials to any other entity, including, but not limited to, other franchisees and any supplier, manufacturer or affiliate that may, for example, sell equipment or products identified by the trademarks, service marks, trade names or any other proprietary materials to franchisees or others operating under other brand names, even if those franchisees or others are operating in close proximity to Franchisee's Rich Farm Ice Cream.

7.5 Franchisee immediately shall notify Franchisor of any infringement of, or challenge to, Franchisee's use of the Marks or any marks identical to or confusingly similar to the Marks, including any claims of infringement or unfair competition. While Franchisor will make reasonable efforts to protect Franchisee's rights to use the Marks, Franchisor will have sole discretion to take or not to take action, as Franchisor may deem appropriate. If Franchisor shall undertake the defense or prosecution of any litigation or administrative action involving Franchisee or any litigation or administrative action involving the Marks, Franchisee agrees to execute any and all documents and to do all acts and things that in the opinion of Franchisor's counsel are necessary or advisable to carry out the defense or prosecution. This may be done either in Franchisor's name or in Franchisee's name, as Franchisor will elect. Franchisor will not be required to participate in Franchisee's defense or indemnify Franchisee for expenses or damages if Franchisee is a party to an administrative or judicial proceeding involving the Marks or if the proceedings are resolved unfavorably to Franchisee. Instead, at any time, Franchisee will modify or discontinue use of any franchise names or Marks, or will use one or more substitute names or marks, if Franchisor so directs in writing at any time. Franchisor's sole obligation in this event will be to reimburse Franchisee its tangible costs in complying with Franchisor's direction (i.e., cost of changing signs, stationery, etc.). Under no circumstances will Franchisor be liable to Franchisee for any other damages, costs, losses, rights or detriments related to any modification, discontinuance or substitution. All obligations or requirements imposed upon Franchisee relating to the Marks will apply with equal force to any modified or substituted names or marks. Franchisee must follow Franchisor's rules when it uses the Marks. Franchisee may not use the Marks in any manner Franchisor has not authorized in writing.

7.6 All goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through Franchisee's activities, will accrue directly and exclusively to Franchisor's benefit, except as otherwise provided by applicable law.

7.7 Franchisee may not use or give others permission to use the Marks or any colorable imitation of them, combined with any other words or phrases.

7.8 Franchisor may require Franchisee to use certain copyrighted materials. Any copyrighted materials shall be the sole and exclusive property of Franchisor. Franchisee shall have no rights to any copyrighted materials and shall use any copyrighted materials solely in connection with the operation of its Rich Farm Ice Cream and in accordance with Franchisor's directions and instructions. Franchisee shall not contest Franchisor's rights to any copyrighted materials used by Franchisor.

7.9 Franchisee shall contact Franchisor immediately should Franchisee learn of any unauthorized use of the Marks or any other proprietary information or materials owned by Franchisor. Franchisee shall assist Franchisor as may be necessary to prevent the further unauthorized use of the Marks or any other proprietary information or materials and to remedy any injuries suffered by Franchisor as a result of any prior unauthorized uses of the Marks or any other proprietary information. Such assistance, may include, but may not be limited to, participation in lawsuits, administrative proceedings or regulatory proceedings.

ARTICLE 8. ROYALTY FEES, REPORTS, BOOKS AND RECORDS

8.1 ROYALTY FEES

8.1.1 Franchisee shall pay to Franchisor, monthly on or before the 5th day of each month, during the term of this Agreement and any renewals or extensions thereof, 5.5% of the monthly gross revenue of Franchisee's Rich Farm Ice Cream for the immediately preceding month (the "Royalty Fee"). For the purposes of this Agreement, "Gross Revenues" means total revenues arising from receipts generated by Franchisee's Rich Farm Ice Cream from any source, whether in cash or for credit (and, if for credit, whether or not payment is received therefor), including, but not limited to sales, exchanges, services labor, products, supplies, insurance proceeds, and compensation received as a result of any eminent domain recovery. Gross Revenues shall not include bona fide returns credits for returns of merchandise, promotional discounts, or amounts collected and paid to governmental authorities under the provisions of any sales tax, retailer's occupation, or similar law or regulation.

8.1.2 At Franchisor's request, Franchisee shall promptly execute or re-execute, within 5 days after Franchisor's request, and deliver to Franchisor appropriate pre-authorized check forms or such other instruments or drafts required by Franchisor's bank, or as may be set forth in the Manuals, payable against Franchisee's bank account, to enable Franchisor to electronically (draft on Franchisee's account by electronic withdrawal), collect the Royalty Fee payable under the terms of this Agreement.

8.1.3 Franchisee shall report its Gross Revenues for the preceding month to Franchisor in accordance with the procedures set forth in the Manuals. This report shall be submitted together with Franchisee's Royalty Fees and Marketing Fund Contribution (as applicable). If Franchisee fails to report its Gross Revenues on a timely basis, Franchisor may estimate the amount of Franchisee's Gross Revenues. Franchisor will then deposit or transfer the reported, or in the absence of a report, the estimated amounts due into its own account, using Franchisee's pre-authorized checks or other instruments. If any draft, electronic or otherwise is unpaid because of insufficient funds or otherwise, then Franchisee shall pay Franchisor's expenses arising from such non-payment, including bank fees in the amount of at least $45, hourly staff charges arising from such default, and any other related expenses incurred by Franchisor. By the 5th day of each month, Franchisee shall pay to Franchisor any sums unpaid for the prior month to adjust for Gross Revenues owed for any partial month or revenues that were unpaid, improperly recorded or not credited on Franchisee's books and records. Franchisee hereby agrees to pay any sales, use or other tax now or hereinafter imposed on franchise fees, advertising fees or any additional fees, by federal, state or local governmental authorities. Franchisor, in its sole discretion, may collect the taxes in the same manner as franchise fees are collected herein. If Franchisor collects such taxes, Franchisor shall promptly pay the tax collections to the appropriate governmental authority.

8.1.4 Franchisee shall be liable to Franchisor for late charges in the amount of 1.5% of any amount due and owing to Franchisor that is unpaid by Franchisee. Late charges shall begin to accrue the day after any payment is due to Franchisor and shall continue to accrue at the rate of 1.5% per month until the amount due and owing to Franchisor is paid in full.

8.2 REPORTS AND INSPECTION OF RECORDS

8.2.1 Franchisee shall submit to Franchisor a monthly Profit and Loss Statement, signed and certified by Franchisee. The Profit and Loss Statement shall be prepared in accordance with generally accepted accounting principles, and shall provide Franchisee's sales, expenses and financial status with respect to Franchisee's Rich Farm Ice Cream. Franchisee shall submit to Franchisor a copy of the original signed 1120 or 1120S tax form each and every year or any other forms which take the place of the 1120 or 1120S forms. Franchisor reserves the right to require such further information concerning Franchisee's Rich Farm Ice Cream as Franchisor may from time to time reasonably request.

8.2.2 Upon 10 days prior written notice, Franchisor, its agents or representatives may audit Franchisee's books, reports, records, statements, cash control devices, and tax returns in accordance with generally accepted standards established by certified public accountants. Any audit shall occur during Franchisee's normal business hours. In connection with such audit(s) or other operational visits, Franchisee agrees to keep its records of cash receipts, weekly and monthly control forms, accounts payable records, including all payments to Franchisee's suppliers, at its Rich Farm Ice Cream or at its business office for 3 years after their payment date, due date, or other date indicated on the respective record if it does not contain a payment date or due date, which records shall be available for examination by Franchisor, its agents or representatives who may inspect Franchisee's entire Rich Farm Ice Cream and Franchisee's daily, weekly and monthly statistical information which is required under the Manual. Franchisee shall make such information available for such inspections in recognition that an operational inspection cannot succeed without review of essential statistical information.

8.2.3 Audits shall be conducted at Franchisor's expense, unless Franchisee has understated its Gross Revenues for any reported period or periods by more than 5% or has failed to deliver any required report of Gross Revenues or any other financial statement in a timely manner. In the event of an understatement of Gross Revenues by more than 5% or a failure to timely deliver any financial statement, Franchisee shall be responsible for all audit costs and expenses. These costs and expenses may include, but are not limited to, the charges of any independent accountant and the travel expenses, lodging expenses, and compensation of Franchisor's employees incurred in the connection with the audit. Franchise immediately will pay any Royalty Fees, Marketing Fund Contributions, and any other fees or costs that an audit determines are owed. Franchisee's payment of these amounts shall not prejudice any other remedies Franchisor may have under this Agreement or applicable law.

8.2.4 Franchisee acknowledges that Franchisor's Operations Department regularly reviews ongoing operations of Rich Farm Ice Creams to ensure consistency of services and products in compliance with the Manuals and this Agreement. Franchisee agrees to promptly complete and submit all forms requested by Franchisor's Operations Department, whether on a daily, weekly or monthly basis. Non-compliance with this obligation constitutes a material violation of this Agreement.

ARTICLE 9. COVENANT REGARDING OTHER BUSINESS INTERESTS

9.1 For purposes of this Article only, "Franchisee" shall mean and include the individual Franchisee; Franchisee's spouse and minor children; Franchisee's designated managers for its Rich Farm Ice Cream; and Franchisee's shareholders, officers, and directors, if Franchisee is a corporation; and any one or more partners, members or participants in Franchisee, if Franchisee is a partnership or joint venture, or limited liability company.

9.2 Franchisee acknowledges that the Rich Farm Ice Cream System is unique and distinctive and has been developed by Franchisor at great effort, time and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the Rich Farm Ice Cream System. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees as follows:

9.2.1 During the term of this Agreement, except with Franchisor's prior written consent, Franchisee shall not, in any capacity whatsoever, either directly or indirectly, individually or as a member of any business organization, engage in the production or sale at retail or wholesale of any type of product or service not authorized by Franchisor, whether now or in the future, for use or sale in Franchisee's Rich Farm Ice Cream, or have any employment or interest in any firm or business engaged in the production, manufacture, or distribution of Authorized Products or Services or any other products or services that may be sold or used in Franchisee's Rich Farm Ice Cream; and

9.2.2 Upon the termination or non-renewal of this Agreement, or if Franchisee assigns or transfers its interest herein to any person or business entity, or if any person identified in the first paragraph of this Article terminates its relationship with Franchisee, then for a period of two (2) years thereafter, Franchisee shall not, in any capacity whatsoever either directly or indirectly, individually or as a member of any business entity, firm or organization, engage in the production or sale at retail of any of the same type of Authorized Services or Products, at a site within a radius of 100 miles of any of Franchisee's former Rich Farm Ice Creams or within 100 miles of any other Rich Farm Ice Cream franchise then existing or any company-owned outlet then existing, unless Franchisor gives its prior written consent. If Franchisee violates the terms of this paragraph, Franchisee shall pay to Franchisor, as liquidated damages, an amount equal to $5,000 per month for each month this covenant is violated, plus 7% percent of the Gross Revenues achieved at the site during the continuation of such violation.

9.2.3 If any portion of the above covenants violates laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice.

9.3 The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or Franchisor's Marks, System, trade secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 10. INTERFERENCE WITH EMPLOYMENT RELATIONS

Without Franchisor's prior written consent, during the term of this Agreement, Franchisee shall not employ or seek to employ, directly or indirectly, any person serving in an executive, managerial, or operational position, who is at the time or was at any time during the prior 6 months, employed by Franchisor or any of its subsidiaries or affiliates. Request for Franchisor's consent for such employment shall be sent and addressed in writing to Franchisor's Operations Manager and to its legal counsel.

ARTICLE 11. AREA DEVELOPER, SALESMEN

Inasmuch as this Agreement may not have been executed by the Franchisee at the office of Franchisor, Franchisor requires certain assurances that this Agreement has been sold in accordance with applicable laws, rules and regulations. Accordingly, in order to induce Franchisor to execute this Agreement, Franchisee agrees to execute a rider to this Agreement that acknowledges that Franchisor is relying upon the acknowledgments, representations, and commitments of Franchisee that no other salesman, staff member, entity, or associate of Franchisor has met Franchisee regarding this franchise sale or the offer and acceptance thereof other than those set forth in the rider. The rider shall identify all sales persons involved in the sales, negotiation and execution of this Agreement and shall identify the area developer, if any.

ARTICLE 12. NATURE OF INTEREST, AND TRANSFER

12.1 GENERAL PROVISIONS

12.1.1 This Agreement shall inure to the benefit of the successors and assigns of Franchisor. Franchisor shall have the right to transfer or assign this Agreement to any person or legal entity who assumes its terms and agrees to comply with Franchisor's obligations contained herein, without notice to Franchisee. Franchisor shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment.

12.1.2 The rights and duties created by this Agreement are personal to Franchisee. Accordingly, except as otherwise permitted herein, neither Franchisee nor any person with an interest in Franchisee shall, without Franchisor's prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest of this Agreement or, if Franchisee is a partnership, joint venture, limited liability company, or corporation, any direct or indirect interest in Franchisee. Any such purported assignment occurring by operation of law or otherwise without Franchisor's prior written consent shall constitute a default under this Agreement by Franchisee, and shall be null and void. Except in the instance of Franchisee advertising to sell its business pursuant to the terms hereof, Franchisee shall not, without Franchisor's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, the furnishings, interior and exterior decor items, supplies, fixtures, equipment, or the real or personal property used in connection with Franchisee's Rich Farm Ice Cream.

12.2 CONSENT TO TRANSFER

For all proposed transfers or assignments of this Agreement, and transfers of 51% or more of the outstanding and issued stock or units of Franchisee by one or more transfers which, directly or indirectly, effectively changes management control of Franchisee, Franchisor shall not be required to give its consent unless all of the following conditions are met prior to the effective date of assignment:

12.2.1 Upon the execution of this Agreement and upon each direct or indirect transfer of an interest in this Agreement or in Franchisee and at any other time upon Franchisor's request, Franchisee shall, within 5 days prior to such transfer or any other time at Franchisor's request, furnish Franchisor with an estoppel agreement indicating any and all causes of action, if any, that Franchisee may have against Franchisor or if none exist, a statement to that effect, and a list of all shareholders, partners or members having an interest in this Agreement or in Franchisee, the percentage interest of each shareholder, partner or member, and a list of all officers and directors, in such form as Franchisor may require;

12.2.2 Franchisee's written request for transfer or assignment of either a partial or whole interest in this Agreement or Franchisee's Rich Farm Ice Cream must be accompanied by an offer to Franchisor of a right of first refusal at the same price offered by any bona fide buyer, less $10,000. Franchisor shall have the right and option, exercisable within 15 days after receipt of such written request, to send written notice to Franchisee or such person that Franchisor or its third-party designee intends to purchase the interest which is proposed to be transferred or assigned, on the same terms and conditions offered by the third party. If Franchisee accepts such offer, the $10,000 administrative/transfer fee due from Franchisee in accordance with this Article 12 shall be waived by Franchisor. Any material change in the terms of an offer prior to closing shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third-party designee, as in the case of the initial offer. Franchisor's failure to exercise such option shall not constitute a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer or assignment;

12.2.3 Franchisee is not in default under the terms of this Agreement, the Manuals or any other obligations owed Franchisor, and all of its then-due monetary obligations to Franchisor have been paid in full;

12.2.4 Franchisee and its shareholders, partners or members, if the Franchisee is a corporation, partnership or limited liability company, have executed a general release under seal, in a form prescribed by Franchisor, of any and all claims against Franchisor, its affiliates, subsidiaries, shareholders, members, partners, directors, officers, area representatives and employees;

12.2.5 The transferee/assignee has demonstrated to Franchisor's satisfaction that it meets all of Franchisor's then-current requirements for new franchisees or for holders of an interest in a franchise, including, without limitation, possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, and the ability to fully comply with the terms of this Agreement;

12.2.6 The transferee/assignee has assumed this Agreement by a written assumption agreement approved by Franchisor, or has agreed to do so at closing, and at closing does execute an assumption agreement approved by Franchisor;

12.2.7 The transferee/assignee agrees that within 60 days of the closing of the transfer or assignment, transferee/assignee shall purchase all required products, equipment supplies and materials needed to operate a Rich Farm Ice Cream and agrees to the replacement of any products equipment, supplies or materials that no longer meet Franchisor's specifications;

12.2.8 The transferee/assignee, its manager or other employees responsible for the operation of the Rich Farm Ice Cream have satisfactorily completed Franchisor's mandatory initial training program;

12.2.9 The transferee/assignee executes such other documents as Franchisor may require, including a replacement franchise agreement on the then-standard franchise agreement form by Franchisor, in order to assume all of the obligations of this Agreement, to the same extent, and with the same effect, as previously assumed by the assignor; and

12.2.10 At the closing of Franchisee's sale transaction, Franchisee pays to Franchisor an administrative/transfer fee of $10,000, except that this transfer fee shall not be due: (i) with respect to any transfer that (together with all other related previous, simultaneous or proposed transfers) does not result in the transfer of control of Franchisee; or (ii) with respect to any transfer to a wholly owned entity of Franchisee, in which case the transfer fee shall be $1,000.

12.2.11 Franchisee's rights may pass to Franchisee's next of kin or legatee if they assume Franchisee's obligations and attend and complete Franchisor's mandatory initial training program. Upon Franchisee's disability, Franchisee may sell the franchise or keep it, if it is operated by trained personnel.

12.2.12 Franchisor's consent to a transfer or assignment shall not constitute a waiver of any claims it may have against the transferring party arising out of this Agreement or otherwise.

12.2.13 If Franchisee is an individual, Franchisor hereby consents to the assignment of this Agreement and any and all obligations referable thereto without any fee charged by Franchisor to a corporation or limited liability company principally owned by Franchisee within 90 days from the date hereof. Upon such assignment and assumption by the corporation or limited liability company, along with delivery of executed originals of same to Franchisor, an individual Franchisee shall not be released from any and all personal liability.

ARTICLE 13. TERM, DEFAULT, AND TERMINATION

13.1 TERM

13.1.1 Provided Franchisee is not in default of the terms and obligations contained in its lease, if applicable, and this Agreement, this Agreement shall continue for a period of 10 years.

13.1.2 Franchisee may renew the rights granted by this Agreement for 2 additional terms of 10 years each, subject to the following conditions:

13.1.2.1 Franchisee gives Franchisor written notice of Franchisee's election to renew not less than 12 months before the end of the then current term, and pays the renewal fee of $7,500 at least 30 days prior to the commencement of any renewal term;

13.1.2.2 Franchisee is not in default of any provision of this Agreement or any amendments to this Agreement, lease (if any), the Manuals or any monetary obligation owed to Franchisor or its affiliates; and

13.1.2.3 At Franchisor's request, Franchisee shall undertake and complete, where applicable, the reasonable renovation or modernization of its Rich Farm Ice Cream.

13.2 TERMINATION – AUTOMATIC WITHOUT NOTICE

Franchisee will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to Franchisor without notice to Franchisee, if: Franchisee, Franchisee's Rich Farm Ice Cream, or the business to which Franchisee's Rich Farm Ice Cream relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against Franchisee, the business to which Franchisee's Rich Farm Ice Cream relates, or Franchisee's Rich Farm Ice Cream and is not immediately contested and/or dismissed within 60 days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, the business to which Franchisee's Rich Farm Ice Cream relates or Franchisee's Rich Farm Ice Cream or assets of any of them is filed and consented to by Franchisee; a receiver or other custodian (permanent or temporary) of all or part of Franchisee's assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee, the business to which Franchisee's Rich Farm Ice Cream relates or Franchisee's Rich Farm Ice Cream; Franchisee is dissolved; execution is levied against Franchisee, the business to which Franchisee's Rich Farm Ice Cream relates, Franchisee's Rich Farm Ice Cream or Franchisee's property; or, the real or personal property of the business to which Franchisee's Rich Farm Ice Cream relates or Franchisee's Rich Farm Ice Cream is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

13.3 TERMINATION UPON NOTICE WITHOUT OPPORTUNITY TO CURE

Franchisee shall be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without giving Franchisee any opportunity to cure the default, effective immediately upon Franchisee's receipt of written notice (which, whether sent by certified mail, registered mail, overnight courier or personal delivery), will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee upon the occurrence of any of the following events:

13.3.1 Franchisee loses the right to possession of the location out of which it operates its Rich Farm Ice Cream, provided however, that if the loss of possession results from government exercise of its power of eminent domain, or if, through no fault of Franchisee, the premises are damaged or destroyed, then Franchisee will have 60 days after this event to apply for Franchisor's approval to relocate or reconstruct the premises in accordance with the terms of this Agreement. This approval may not be unreasonably withheld, but it will be reasonable for Franchisor to withhold approval if the re-opening of Franchise's Rich Farm Ice Cream does not occur within 180 days of the closing of Franchise's Rich Farm Ice Cream;

13.3.2 Franchisee has been or is knowingly or intentionally concealing revenues, maintaining false books or records, or submitting any false report or payment to or otherwise defrauding Franchisor;

13.3.3 Franchisee omitted or misrepresented any material fact in the information furnished to Franchisor in connection with Franchisor's decision to enter into this Agreement;

13.3.4 Franchisee's operation of the Rich Farm Ice Cream licensed pursuant to this Agreement is so contrary to this Agreement, the System and the Manuals as to constitute an imminent danger to the public, or Franchisee is selling unauthorized products and services to the public after notice of default and continues to sell such unauthorized products and services whether or not Franchisee has cured the default after one or more notices;

13.3.5 The conviction of a felony, or a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole reasonable opinion of Franchisor, to adversely affect the System, the Marks, the goodwill associated with the System or Franchisor's interest in each of them by Franchisee, or its controlling or operating shareholders if Franchisee is a corporation, or Franchisee's controlling or operating members if Franchisee is a limited liability company, or Franchisee's partners if Franchisee is a partnership, excluding non-managing partners;

13.3.6 Franchisee's failure to comply with the covenant not to compete during the term of this Agreement, or intentional disclosure or use of the contents of the Manuals, trade secrets, or confidential or proprietary information provided to Franchisee by Franchisor in violation of this Agreement, excluding acts of independent employees or others not under Franchisee's control;

13.3.7 Franchisee fails to maintain the financial records required by Article 8 of this Agreement;

13.3.8 An audit of Franchisee's Rich Farm Ice Cream for any period in which the Gross Revenues of Franchisee's Rich Farm Ice Cream as shown by Franchisee's monthly statements to Franchisor discloses understatement by 5% or more for any month of the examination or for the entire period of the examination;

13.3.9 Franchisee refuses to permit Franchisor to inspect, or conduct an operational and/or financial audit of the business to which Franchisee's Rich Farm Ice Cream relates and/or Franchisee's Rich Farm Ice Cream, books, records and other documents pursuant to Franchisor's right to do so as set forth in this Agreement;

13.3.10 After curing a default under Article 13.4 of this Agreement, Franchisee commits the same default again within six months of the default, even if Franchisee would otherwise be given an opportunity to cure the current default;

13.3.11 Franchisee repeatedly fails to comply with one or more requirements of this Agreement (8 or more occasions in any 12-month period), even if Franchisee cured each such prior default, and even if Franchisee would otherwise be given an opportunity to cure the current default;

13.3.12 Franchisee fails to comply, for a period of 30 days after notification of noncompliance from Franchisor or any governmental authority, with any federal, state or local laws or regulations applicable to the operation of Franchisee's Rich Farm Ice Cream;

13.3.13 Franchisee, for a period of 10 days after notification of noncompliance, offers or sells from or at its Rich Farm Ice Cream any unauthorized products or services; does not continue offering and selling all Authorized Services and Products that are part of the Rich Farm Ice Cream System; does not use and disseminate all materials, notices, and procedures specified by Franchisor; or uses or duplicates any aspect of the System, services, programs or Authorized Services and Products in an unauthorized manner;

13.3.14 Franchisee, without Franchisor's consent, ceases to operate or otherwise abandons its Rich Farm Ice Cream or, upon destruction of its Rich Farm Ice Cream, fails to rebuild and resume operation within a reasonable time. Cessation of the business shall not constitute a default under this Agreement if caused by condemnation, expiration of a lease pursuant to its terms at execution, natural, governmental, or supplier related causes out of Franchisee's control, or when failure to rebuild following destruction of the Rich Farm Ice Cream is prohibited by law or Franchisee's lease, if applicable. For purposes of this article, ceasing to operate or otherwise abandoning its Rich Farm Ice Cream shall be defined as Franchisee's failure to open its Rich Farm Ice Cream for 5 consecutive days;

13.3.15 Franchise fails to commence operation of its Rich Farm Ice Cream in accordance with Article 2.

13.4 <u>DEFAULTS WITH OPPORTUNITY TO CURE</u>

13.4.1 Except as otherwise provided in this Agreement, Franchisee shall have 10 days after Franchisor's written notice of default within which to remedy any default under this Agreement, and to provide evidence of such remedy to Franchisor. If any default is not cured within 10 days after notice, or such longer period as applicable law may require, Franchisor may, at its option, terminate this Agreement and all rights granted by it, by sending a 5-day written notice of cancellation of this Agreement to Franchisee. Upon the expiration of such 5-day period, this Agreement shall end and expire as if it were the day fixed for termination of this Agreement.

13.4.2 Franchisee shall be in material default under this Article for any failure to comply with any of the requirements imposed by this Agreement. Such material defaults shall include, without limitation, the occurrence of any of the following events:

13.4.2.1 Franchisee's failure, refusal, or neglect to promptly pay any monies owed to Franchisor, its subsidiaries, or affiliates, when due, or to submit the financial or other information required by Franchisor under this Agreement;

13.4.2.2 Franchisee's failure to comply with the standards specified by Franchisor in the Manuals or otherwise;

13.4.2.3 Franchisee's failure, refusal, or neglect to obtain Franchisor's prior written approval or consent as required by this Agreement;

13.4.2.4 Franchisee's misuse or unauthorized use of Franchisor's Marks or other material impairment of the goodwill associated therewith or Franchisor's rights therein;

13.4.2.5 Franchisee's default, without cure after the applicable grace period, under any lease, sublease, mortgage, or deed of trust covering the location of its Rich Farm Ice Cream;

13.4.2.6 Franchisee's failure to procure or maintain the insurance required by this Agreement, or in the lease for the location of its Rich Farm Ice Cream, if applicable;

13.4.2.7 Franchisee's failure, within 10 days after written notice by Franchisor to Franchisee, to cure any default in the performance of any term, condition or obligation in payment of any indebtedness to its landlord, distributors or suppliers or others arising out of the purchase of inventory, supplies, products, equipment or materials for its Rich Farm Ice Cream; lease of the location for its Rich Farm Ice Cream (if any); or purchase or lease of equipment for its Rich Farm Ice Cream, unless Franchisee is determined by a court of competent jurisdiction to be not in default.

13.5 CROSS DEFAULT Any default or breach by Franchisee (or any of Franchisee's affiliates) of any other agreement between Franchisor or its affiliates and Franchisee (or any of Franchisee's affiliates) will be considered a default under this Agreement, and any default or breach of this Agreement by Franchisee will be considered a default or breach under any and all other agreements between Franchisor (or any of Franchisor's affiliates) and Franchisee (or any of Franchisee's affiliates). If the nature of the default under any other agreement would have permitted Franchisor to terminate other agreements between Franchisor (or any of Franchisor's affiliates) and Franchisee (or any of Franchisee's affiliates), Franchisor will have the right to terminate all other agreements between Franchisor (or any of Franchisor's affiliates) and Franchisee (or any of Franchisee's affiliates) in the same manner provided by this Agreement.

13.6 In the event of a default by Franchisee, all of Franchisor's costs and expenses arising from such default, including reasonable legal costs and attorneys' fees (and reasonable hourly charges by Franchisor's administrative employees) shall be paid to Franchisor by Franchisee within 5 days after cure.

13.7 Notwithstanding the obligations of Franchisee and Franchisor to arbitrate all disputes and other conflicts, Franchisee and Franchisor acknowledge that certain defaults require immediate action to protect the appropriate party. Accordingly, Franchisor and Franchisee each hereby consent to and authorize the other party to apply to any court of competent jurisdiction for judicial assistance in restraining and enjoining violations of this Agreement. Both Franchisor and Franchisee are entitled to an injunction restraining Franchisor or Franchisee from committing or continuing to commit any default, breach or threatened breach of this Agreement, without showing or proving any actual damage sustained by the party seeking such relief.

13.8 Non-enforcement by Franchisor of any violation or breach of the terms or conditions of this Agreement by Franchisee shall not constitute a waiver of such violation or breach by Franchisor nor shall Franchisor be deemed to have waived any of its rights to enforce compliance by Franchisee with regard to such violation or breach or any other violation or breach of this Agreement.

ARTICLE 14. RIGHTS AND OBLIGATIONS UPON TERMINATION

Upon the termination of Franchisee's rights granted under this Agreement (whether during the term of the Agreement or at its conclusion) the following apply:

14.1 Upon termination of this Agreement by lapse of time or by default, Franchisee's right to use Franchisor's Marks, or any other mark, trademark, service mark or trade name distributed by Franchisor or insignia or slogan used in connection therewith, or any confusingly similar mark, trademark, service mark, trade name or insignia or slogan shall cease. Franchisee shall immediately discontinue use of Franchisor's Marks, the System, and color scheme. Franchisee shall at its own cost, make cosmetic changes to Franchisee's Rich Farm Ice Cream from Franchisor's proprietary designs including, but not limited to, the removal of all Rich Farm Ice Cream identifying materials and distinctive Rich Farm Ice Cream designs.

14.2 Franchisor may retain all fees paid pursuant to this Agreement.

14.3 Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate.

14.4 Any and all rights of Franchisee under this Agreement shall immediately cease and terminate.

14.5 In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which constitute post-termination covenants and agreements including the obligation of Franchisor and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

14.6 Franchisee acknowledges and agrees that rights in and to Franchisor's Marks and the use thereof shall be and remain the property of Franchisor.

14.7 If Franchisee has registered any of Franchisor's Marks or the name "Rich Farm Ice Cream" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Franchisor's Marks and/or the name "Rich Farm Ice Cream" therefrom.

14.8 Franchisee shall immediately pay any and all amounts owing to Franchisor, its subsidiaries and affiliates.

14.9 Franchisee shall immediately return any products, equipment, supplies or materials to Franchisor in accordance with Article 2 if termination of this Agreement results from Franchisee's failure to timely commence operation of its Rich Farm Ice Cream.

14.10 Franchisor shall have the option, exercisable by written notice within 30 days after the termination of this Agreement, to take an assignment of all telephone numbers (and associated listings) for Franchisee's Rich Farm Ice Cream. Franchisee is not entitled to any compensation from Franchisor if Franchisor exercises this option.

ARTICLE 15. INSURANCE

15.1 Franchisee shall, where applicable, obtain and maintain continuous insurance coverage which shall in each instance designate Franchisor, and its subsidiaries, as additional named insureds, on a primary and non-contributory basis, with an insurance company approved by Franchisor, which approval shall not be unreasonably withheld, as follows:

15.1.1 comprehensive general liability insurance (including products and contractual liability); at combined single limits of at least $1,000,000 per occurrence against claims for bodily injury or property damage, or higher if your state law requires;

15.1.2 worker's compensation insurance or employer liability coverage, as required by applicable law, including coverage of Franchisee, with a minimum limit of $1,000,000;

15.1.3 "all risk" property insurance, including fire, windstorm and extended coverage insurance, insuring the any and all assets of Franchisee's Rich Farm Ice Cream for the full replacement value thereof;

15.1.4 automobile liability insurance of at least $500,000, or higher if your state law requires. Franchisee may not directly or indirectly deliver any Authorized Services or Products until such insurance is obtained and Franchisor is named as an additional insured therein;

15.1.5 hired and non-owned automobile operators' insurance coverage with a minimum limit in accordance with what your state law requires; and

15.1.6 business interruption insurance with a minimum limit of $1,000,000.

15.2 In the event of damage to the Rich Farm Ice Cream covered by insurance, the proceeds of any such insurance shall be used to restore the Rich Farm Ice Cream to its original condition as soon as possible, unless such restoration is prohibited by the lease for the location of Franchisee's Rich Farm Ice Cream, if applicable, or Franchisor has otherwise consented, in writing, to an alternative use of the proceeds. Upon obtaining such insurance, Franchisee shall promptly provide to Franchisor proof of such insurance coverage and/or at such other times upon the request of Franchisor.

15.3 Franchisee shall, prior to opening its Rich Farm Ice Cream, file with Franchisor, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the polices shall contain a provision requiring 30 days prior written notice to Franchisor of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Franchisor may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums and Franchisor's costs in taking such action. Franchisee's failure to maintain all required insurance for its Rich Farm Ice Cream will be a material violation of this Agreement. Proof of insurance shall be provided by Franchisee to Franchisor annually on the anniversary date of this Agreement.

ARTICLE 16. SOLE OBLIGATIONS OF FRANCHISOR

16.1 Franchisor has obligated itself to provide specific services to Franchisee. Franchisor also may provide other voluntary services to Franchisee in its sole discretion. Franchisor and Franchisee agree that the following are the only required obligations of Franchisor:

16.1.1 To approve the Authorized Area of Franchisee;

16.1.2 To reasonably assist Franchisee with any operational or financial problem encountered by Franchisee, after notice to Franchisor at our then current address, by certified mail (return receipt requested) or at any subsequent addresses established by Franchisor, of Franchisee's problem and the type of assistance needed. At no time shall reasonable assistance be interpreted to require Franchisor to pay any money to Franchisee. Franchisor, in its sole discretion, may provide any assistance at Franchisor's designated office or where Franchisee is located, at a time to be determined by Franchisor. Franchisee may be liable to reimburse Franchisor for any costs and expenses incurred by Franchisor in providing such assistance including, but not limited to, any travel, lodging, and meal employees or any wage expenses incurred by Franchisor for those employees it may use to provide assistance to Franchisee.

16.1.3 To reasonably administer the advertising program in accordance with Article 6;

16.1.4 To supply to Franchisee, as applicable, designs for signage to be used in Franchisee's Rich Farm Ice Cream including, but not limited to, vehicle signage. The cost of such signage shall be the sole responsibility of Franchisee.

16.1.5 To loan Franchisee a copy of its Manual, which Manual contains mandatory and suggested specifications, standards and procedures. This Manual is confidential and remains Franchisor's property;

16.1.6 To perform inspections of Franchisee's Rich Farm Ice Cream in accordance with Article 5; and

16.1.7 To inspect the facilities, plants, and other places of business of any approved supplier for Franchisee in accordance with Article 5; and

16.1.8 To provide training to Franchisee in accordance with Article 3.

16.2 Franchisor shall not, and cannot be held in breach of this Agreement until: (i) Franchisor has received notice of any alleged breach from Franchisee, by registered mail, sent to the Franchisor at its then current address; and (ii) Franchisor has failed to remedy the breach within a reasonable period of time after such notice, which period shall not be less than 60 days. This is a material term of this Agreement and may not be modified or changed by any arbitrator in an arbitration proceeding or otherwise.

ARTICLE 17. POINT OF SALE SYSTEM, COLLECTION OF DATA

17.1 This Agreement and the Manual require the submission of a monthly statistical control form as well as other financial, operational and statistical information required by Franchisee and Franchisor to: (i) assist Franchisee in the operation of its Rich Farm Ice Cream in accordance with the System; (ii) allow Franchisor to monitor Franchisee's Gross Revenues, purchases, costs and expenses; (iii) enable Franchisor to develop franchise-wide statistics which may improve bulk purchasing; (iv) assist Franchisor in the development of new Authorized Services or Products or the removal of existing unsuccessful Authorized Services or Products; (v) enable Franchisor to refine existing Authorized Services or Products; (vi) generally improve franchise-wide understanding of the System; and (vii) obtain new types of information unknown at this time. To achieve these results, cash collection and data processing systems are necessary.

17.2 Franchisee agrees to purchase and to use, when required by Franchisor, either now or at some later time, a data processing system including, but not limited to, computer equipment and hardware (the "Data Processing System") and the specified software authorized by Franchisor, as specified in the Manual or otherwise by Franchisor in writing. The Data Processing System must have Internet-based accounting and business control capacities. Franchisee must also apply for and maintain debit card, credit card and other non-cash payment systems (a "Point of Sale System") to enable customers to purchase Authorized Services or Products through these procedures. Franchisee must utilize software for the Point of Sale System that is approved and authorized by Franchisor in the Manual or otherwise. Franchisor shall inform Franchisee of any changes to the requirements for the Data Processing System and/or the Point of Sale System at least 30 days prior to Franchisee's initial installation of the Data Processing System and/or Point of Sale System. Franchisee shall implement any changes prior to the commencement of operations for its Rich Farm Ice Cream. Franchisor may periodically revise the Data Processing System and/or Point of Sale System specifications. Franchisor may periodically require Franchisee to upgrade or update its Data Processing System and/or Point of Sale System. Franchisor will provide Franchisee with at least 30 days written notice that will describe the required updates or upgrades to the Data Processing System and/or Point of Sale System. Franchisee shall be required to implant any required updates or upgrades within 60 days after notice has been provided by Franchisor. Franchisor may require annual updates or upgrades to the respective software used for its Data Processing System and Point of Sale System. The cost for such updates or upgrades shall not exceed 2% of Franchisee's gross annual income for the preceding year.

17.3 Franchisee agrees to: (i) not disconnect its Point of Sale System at any time, for any reason, without prior written approval from Franchisor; and (ii) maintain the Data Processing System and Point of Sale System in good working order.

17.4 Franchisee authorizes Franchisor to either upload or download information including, but not limited to, those types of information identified in Article 17.1, in and from or to its computers, Data Processing System, Point of Sale System or other such devices as allowed by law, as it relates to the operation of the System. Franchisor shall be not entitled to upload or download information via the Internet or other networks or other means as they become available. There is no contractual limitation on Franchisor's right to receive information through the Data Processing System or Point of Sale System. No less than once daily, Franchisee agrees to access the Rich Farm Ice Cream website and Rich Farm Ice Cream e-mail address to collect updated communications from Franchisor. Under no circumstances may Franchisee fail to maintain a valid Rich Farm Ice Cream e-mail address, known to Franchisor, during the term of this Agreement.

17.5 Franchisee must also purchase a personal computer system for its Rich Farm Ice Cream that is compatible with Franchisor's computer equipment, so Franchisee will be able to receive e-mail, use Internet services and receive other electronic information that Franchisor sends.

ARTICLE 18. RELATIONSHIP OF PARTIES, DISCLOSURE

18.1 Franchisor and Franchisee are not and shall not be considered joint venturers, partners, or agents of each other, or anything other than Franchisor and Franchisee, and neither shall have the power to bind or obligate the other except as is specifically set forth in this Agreement. Franchisor and Franchisee agree that the relationship created by this Agreement is not a fiduciary relationship. Franchisee shall not, under any circumstances, act or hold itself out as an agent or representative of Franchisor. Franchisee agrees to indemnify and hold Franchisor harmless, to the fullest extent permitted by law, from any claims, demands, liabilities, actions suits or proceedings asserted by third parties arising out of the operation of Franchisee's Rich Farm Ice Cream or Franchisee's breach of any of the terms of this Agreement. Franchisor agrees to indemnify and hold Franchisee harmless, to the fullest extent permitted by law, from any claims, demands, liabilities, actions, suits, or proceedings asserted by third parties and arising out of Franchisor's operations, unless caused by Franchisee.

18.2 Franchisee acknowledges that Franchisor has entered, or may enter, into certain area representative agreements with area representatives and/or area developers in certain areas and territories. Pursuant to these agreements, the area representatives and/or area developers of Franchisor are or will be obligated to provide certain sales, operational and support services for Franchisor. Franchisee acknowledges that the relationship between Franchisor and all of its area representatives and/or area developers is strictly contractual and that no area representative and/or area developer is or will be an agent of Franchisor. Accordingly, Franchisee acknowledges and agrees that any past sub-franchisor, or current or future area representative and/or area developer is not the actual, express or implied agent of Franchisor, and has no power or authority to: (i) act on Franchisor's behalf; (ii) enter into or execute any agreement on Franchisor's behalf; (iii) make any representation or promise on Franchisor's behalf; or (iv) bind Franchisor in any way. Unless otherwise specifically agreed to in writing, Franchisor expressly disavows any acts by others, including area representatives and/or area developers, that purport to bind Franchisor in any way. Franchisee agrees to waive any claim or defense in any litigation or arbitration proceeding that an area representative and/or area developer is the express or implied agent of Franchisor. Franchisee agrees that any attempt to raise, assert or justify such claim or defense in any proceeding constitutes a material default of this Agreement.

18.3 Franchisor, in its sole discretion, may undertake the operation of Franchisee's Rich Farm Ice Cream whenever Franchisor deems necessary in order to prevent any interruption of business that may cause harm to Franchisee's Rich Farm Ice Cream and the System. Franchisor may operate Franchisee's Rich Farm Ice Cream should it determine: (1) Franchisee is incapable of operating its Rich Farm Ice Cream; (2) Franchisee is absent or incapacitated; (3) Franchisee has failed to pay when due any taxes or assessments associated with its Rich Farm Ice Cream or the location from which it operates; (4) any liens or other encumbrances are filed against Franchisee's Rich Farm Ice Cream or the location from which it operates; or (5) Franchisee is experiencing operational problems that require correction by Franchisor. Franchisor shall operate Franchisee's Rich Farm Ice Cream for as long as Franchisor deems necessary to correct any issues with Franchisee's Rich Farm Ice Cream. Franchisee shall be responsible for reimbursing Franchisor for all costs and expenses incurred by Franchisor during the time that Franchisor operates Franchisee's Rich Farm Ice Cream including, but not limited to, travel, lodging and meal expenses and wage expenses paid by Franchisor to its employees who may assist in the operation of Franchisee's Rich Farm Ice Cream. All revenues derived from Franchisor's operation of Franchisee's Rich Farm Ice Cream shall be for Franchisee's account. Franchisor, however, may deduct its costs and expenses from these revenues. Franchisor will maintain a separate accounting for the revenues generated during its operation of Franchisee's Rich Farm Ice Cream and for its costs and expenses. Franchisor's operation of Franchisee's Rich Farm Ice Cream shall not make Franchisor a partner, joint venturer, agent, or employee of Franchisee and the relationship between Franchisor and Franchisee shall remain that of Franchisor and Franchisee.

ARTICLE 19. DISPUTE RESOLUTION: ARBITRATION, AND LEGAL PROCEEDINGS

19.1 Franchisor and Franchisee acknowledge that disputes or disagreements may arise during the term of this Agreement and any renewals thereto. Franchisor and Franchisee have elected to resolve such disputes or disagreements in a non-judicial alternative dispute resolution format ("ADR"). An ADR format minimizes the expense of dispute resolution and generally can be accomplished in a more expeditious and effective manner. By agreeing to an ADR format, both Franchisee and Franchisor are also waiving a number of rights, remedies and privileges which may arise in a judicial resolution format. In view, however, of the continuing relationship between Franchisee and Franchisor over the original and renewal terms (if applicable) of this Agreement, both Franchisee and Franchisor agree that an ADR format is the most economical, efficient and practical way to resolve disputes and disagreements.

19.2 Accordingly, except as otherwise provided in this Agreement, in the event of any dispute or disagreement between Franchisor and Franchisee with respect to any issue arising out of or relating to this Agreement, its breach, its interpretation or any other disagreement between Franchisee and Franchisor, such dispute or disagreement shall be resolved by arbitration. In the event of any dispute or disagreement, Franchisee and Franchisor both agree to submit the dispute to arbitration in accordance with the least expensive procedure of the American Arbitration Association ("AAA"), and the application for such arbitration shall be filed in the AAA's East Providence, Rhode Island office. Franchisor and Franchisee agree that the hearing(s) shall be held in the New Haven, Connecticut Area before one Arbitrator. This article shall not apply to any monetary defaults of Franchisee, including its obligations to pay Royalty Fees and the Marketing Fund Contribution to Franchisor, and Franchisor shall be free to utilize any right or remedy it may have at law or equity.

19.3 Franchisor and Franchisee agree that this Agreement evidences a transaction involving interstate commerce and that the enforcement of this arbitration provision and the confirmation of any award issued to either party by reason of an arbitration, conducted pursuant to this arbitration provision, is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

19.4 It is agreed that any claim of the parties concerning Franchisee's Rich Farm Ice Cream, the business to which Franchisee's Rich Farm Ice Cream relates, this Agreement, or any related agreement will be barred unless an arbitration or an action for a claim that cannot be the subject of arbitration, is commenced within 1 year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

19.5 Franchisor and Franchisee agree that unless otherwise agreed to by the parties, pre-hearing discovery shall be limited to requests for the exchange of documents relevant to the dispute, and 2 depositions per side, including expert and opinion witnesses. No deposition may exceed 8 hours without agreement of the parties or order of the arbitrator.

19.6 Parties shall have the right to file pre-hearing motions to dispose of some or all of the claims or to obtain rulings on the admissibility of evidence prior to an evidentiary hearing. Such motions shall be filed sufficiently in advance of the hearing date to permit the arbitrator to rule on the motion prior to the hearing date.

19.7 It is agreed that as to any arbitrated matter between them, Franchisor and Franchisee shall equally share arbitration costs that are part of the arbitrator's award. Otherwise, each party shall bear its own attorneys' fees, expert witness fees and other court or arbitration costs incurred in connection with any arbitration or other legal action between Franchisor and Franchisee. Punitive or exemplary damages or attorneys' fees may not be awarded by the arbitrator, and any such award shall not be enforceable or enforced in any court. If the waiver of punitive or exemplary damages are in violation of the laws of the state where Franchisee's Rich Farm Ice Cream is located, such claims may be awarded by the arbitrator(s), and any such award shall be enforceable or enforced in any court of appropriate jurisdiction. This Agreement shall be strictly construed in the arbitration hearing. In no event can the material provisions of this Agreement including, but not limited to, the method of operation of Franchisee's Rich Farm Ice Cream, Authorized Service or Product line or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be modified or changed by the arbitrator at the arbitration hearing.

19.8 Except for a proceeding for injunctive relief (including temporary restraining orders, preliminary injunctions, permanent injunctions, or similar relief), which must be brought in an appropriate local forum, any legal proceeding authorized by this Agreement shall be commenced only in the United States District Court for the District of Connecticut located in New Haven, Connecticut and both Franchisor and Franchisee consent to the jurisdiction of the United States District Court for the District of Connecticut located in New Haven, Connecticut and the application of the laws of the State of Connecticut. In the event that the parties do not meet the jurisdictional requirements for the United States District Court for the District of Connecticut, the parties consent to the jurisdiction of a state court, in the State of Connecticut, County of New Haven, and the application of the laws of the State of Connecticut. Franchisee agrees that mailing to its last known address by certified mail of any process shall constitute lawful and valid process. In all cases, Franchisee and Franchisor each waives any right to a trial by jury. Notwithstanding the foregoing, if the laws of the state where Franchisee's Rich Farm Ice Cream is located requires jurisdiction of the courts of that state or control by the laws of that state, then this Agreement shall be deemed modified to comply with the applicable laws thereto.

19.9 The terms of this article shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 20. EXECUTION, REQUESTS, CONSENTS, AND WAIVERS

20.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one of the same instrument.

20.2 This Agreement contains the entire agreement of the parties and cannot be modified, changed or amended except in a writing signed by Franchisor and Franchisee or their duly authorized agents.

20.3 There is no other agreement, representation or warranty made by Franchisor or any other entity or person associated with Franchisor other than contained in this Agreement. This Agreement is not subject to or conditioned upon the obtaining of an Authorized Area for Franchisee's Rich Farm Ice Cream. Franchisor's approval of this Agreement does not mean that Franchisee will be successful and Franchisor makes no representations or warranties of success.

20.4 Franchisor has the right, in its sole and absolute discretion, to approve Franchisee and each franchise transaction based on many factors that include, without limitation, Franchisee's experience, qualifications, capital financing and any relevant operating history. Franchisor reserves the right and may require Franchisee to attend an interview to confirm facts and information related to the transaction embodied in this Agreement. Franchisor may refuse to approve the transaction embodied in this Agreement unless and until the interview has been conducted. The interview may be conducted in person or by telephone, at Franchisor's option. The interview will generally be conducted within 30 days after Franchisee signs this Agreement. The interview may be tape-recorded or video-recorded, and Franchisee will receive a copy upon request.

20.5 Each article, paragraph, subparagraph, term, and condition of this Agreement shall be considered severable. If for any reason, any portion of this Agreement is determined to be invalid or in conflict with any law or rule in a final ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not effect the validity or enforceability of any other portion of this Agreement.

20.6 All notices to Franchisor required by the terms of this Agreement, unless otherwise provided, shall be sent by certified or registered mail or by overnight delivery service, addressed to Franchisor at the address set forth in this Agreement, or at such other address as Franchisor may designate. All notices to Franchisee required by the terms of this Agreement, unless otherwise provided, shall be sent by certified or registered mail or by overnight delivery service, addressed to Franchisee at its Rich Farm Ice Cream, or such other additional address as Franchisee designates in writing. If Franchisee refuses acceptance of any certified, registered or overnight delivery, acceptance shall be deemed to have occurred 48 hours after rejection or refusal of such notice.

20.7 Franchisee acknowledges that the evolution of the System requires the development of additional franchises, acceptance of Franchisor's Marks, and Authorized Services and Products.

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

Rich Farm Ice Cream Franchising, LLC, a
Connecticut limited liability company

________________________ By:__________________________________

Date David G. Rich, President

FRANCHISEE

_________________________ By:_______________________________

Date Individual Name, Title

By execution of this Agreement, the undersigned stockholder(s) of the corporate Franchisee, or members of the limited liability company, or partners of the partnership, or the individual Franchisee, or Franchisee's designated manager hereby personally accepts and agrees to comply with Article 9 of this Agreement and acknowledges that the Franchisor has executed this Agreement in reliance upon the commitments contained in Article 9.

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EXHIBIT B

CONFIDENTIAL INFORMATION AGREEMENT

CONFIDENTIAL INFORMATION AGREEMENT

During the period of time franchisee (“Franchisee”) will be a Rich Farm Ice Cream franchisee, it is anticipated that Rich Farm Ice Cream Franchising, LLC ("Franchisor") will from time to time disclose to Franchisee certain confidential technical and business information and trade secrets belonging to Franchisor ("Confidential Information").

Now, therefore, in consideration of training and receipt of Confidential Information to be acquired during the term of Franchisee's franchise agreement, Franchisee agrees as follows:

1. For a period of 5 years following the date of each such training period, or each disclosure of Confidential Information, or termination or expiration of Franchisee's franchise agreement, Franchisee shall maintain the confidentiality of such Confidential Information, except in case of Confidential Information which:

   A. is or becomes known through no fault of Franchisee;

   B. is already known to Franchisee before disclosure from Franchisor, as shown by Franchisee's prior written records.

2. Franchisee shall not, without prior written permission of Franchisor, furnish to any third party any Confidential Information or any equipment or material embodying or made by use of any Confidential Information received hereunder.

3. All Confidential Information in tangible form received by Franchisee shall be returned to Franchisor at Franchisor's request.

Franchisee agrees that each of its associates, officers, employees and agents to whom any of Franchisor's Confidential Information are furnished or disclosed shall sign this Confidential Information Agreement at the place indicated below to indicate their awareness of this Confidential Information Agreement and these obligations of confidentiality.

Each of the undersigned agrees to the terms of this Confidential Information Agreement

____________________________ By:_________________________________

Date Individual Name, Title

EXHIBIT C

FINANCIAL STATEMENTS

RICH FARM ICE CREAM FRANCHISING, LLC
FINANCIAL STATEMENTS

DECEMBER 31, 2025

RICH FARM ICE CREAM FRANCHISING, LLC

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MUHAMMAD ZUBAIRY, CPA PC

Certified Public Accountant

646.327.7013

INDEPENDENT AUDITOR'S REPORT

To the Members of Rich Farm Ice Cream Franchising, LLC

Opinion

We have audited the financial statements of Rich Farm Ice Cream Franchising, LLC which comprise the balance sheet as of December 31, 2025 and 2024, and the related statement of operations and changes in members' equity, and cash flow for the years then ended and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Rich Farm Ice Cream Franchising, LLC as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

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 Rich Farm Ice Cream Franchising, LLC 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 gen-erally 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 from 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 Rich Farm Ice Cream Franchising, LLC's ability to continue as a going concern within 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 from 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, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

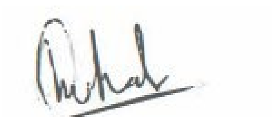
Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circum-stances, but not for the purpose of expressing an opinion on the effectiveness of Rich Farm Ice Cream Franchising, LLC'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 Rich Farm Ice Cream Franchising, LLC'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.



Muhammad Zubairy, CPA PC
Westbury, NY
March 12, 2026

RICH FARM ICE CREAM FRANCHISING,LLC

BALANCE SHEETS

	YEARS ENDED DECEMBER 31	
	2025	2024
ASSETS		
Current Assets		
Cash	$ 160,495	$ 220,236
Royalties receivable	7,723	12,510
Contract Assets	1,133	1,700
Total current assets	169,351	234,446
Contract Assets, net of current portion	2,552	3,685
Total Assets	$ 171,903	$ 238,131
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable	$ 197	$ 223
Contract Liabilities	3,400	3,400
Total current liabilities	3,597	3,623
Contract Liabilities, net of current portion	14,308	17,708
Members' Equity	153,998	216,800
Total Liabilities and Member's Equity	$ 171,903	$ 238,131

See notes to financial statements

RICH FARM ICE CREAM FRANCHISING,LLC

STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDED DECEMBER 31	
	2025	2024
Revenues		
Royalties	$ 123,343	$ 112,894
Franchise fees	9,900	5,100
	133,243	117,994
General and Administrative Expenses	13,762	12,289
Net Income	119,481	105,705
Members' Equity-Beginning	216,800	146,097
Members' distribution	(182,283)	(35,002)
Members' Equity-Ending	$ 153,998	$ 216,800

See notes to financial statements

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RICH FARM ICE CREAM FRANCHISING,LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDED DECEMBER 31	
	2025	2024
Operating Activities		
Net Income	$ 119,481	$ 105,705
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in assets and liabilities		
Royalties receivable	4,787	(7,499)
Accounts payable	(26)	31
Contract Assets	1,700	2,266
Contract Liabilities	(3,400)	(5,100)
	122,542	95,403
Investing activities		
Members' distribution	(182,283)	(35,002)
	(182,283)	(35,002)
Net Increase(decrease) in Cash	(59,741)	60,401
Cash-Beginning	220,236	159,835
Cash-Ending	$ 160,495	$ 220,236

See notes to financial statements

1.THE COMPANY-The Company was organized in Connecticut in January 2013 as a limited lability company. It offers franchises with the opportunity to operate a business that services hard and soft ice cream and other menu items.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a franchise using the Company's system for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles 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 vary from those estimates.

Taxes on Income-The Company has elected to be taxed as a limited liability corporation for federal and state income tax purposes. Income and expenses for the Company pass through directly to the member and is reported on their individual income tax returns.

3. REVENUE RECOGNITION

In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded. The Company adopted the standard commencing as of January 1, 2021, using the retrospective transition method.

Any unrecognized franchise fees paid are classified as contractual liabilities on the balance sheet. Any deferred commissions are recognized as contractual assets on the balance sheet.

4. CONTRACT ASSETS AND LIABILITIES

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606"), the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as contract liabilities, to be recognized over the life of the franchise agreement. Contracts liabilities and revenue from contracts with customers are as follows:

December 31, 2025	
Contractual Liabilities – Beginning of year	$ 21,108
Contractual Liabilities – end of year	$ 17,708
Revenues from contracts with customers	$ 3,400

The estimated revenues expected to be recognized in the future related to the contract liability at December 31, 2025:

Anticipated during 2026	3,400
Anticipated during 2027	3,400
Anticipated during 2028	3,400
Anticipated during 2029	3,400
Thereafter	4,108
	$17,708

The Company reported $3,685 in Contractual assets relating to a prepaid commission as of December 31, 2025. The Company anticipates amortizing this commission at the rate of $1,133 for each of the five years ending December 31, 2028, with the balance of $286 to be amortized after 2028. The Company recognized as commission expenses $1,701 during the year ending December 31, 2025.

5. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events were evaluated through March 12, 2026, the date at which the financial statements were issued.

RICH FARM ICE CREAM FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2024

RICH FARM ICE CREAM FRANCHISING, LLC
TABLE OF CONTENTS

MUHAMMAD ZUBAIRY, CPA PC
Certified Public Accountant
646.327.7013

INDEPENDENT AUDITOR'S REPORT

To the Members of
Rich Farm Ice Cream Franchising, LLC

Opinion

We have audited the financial statements of Rich Farm Ice Cream Franchising, LLC which comprise the balance sheet as of December 31, 2024 and 2023, and the related statement of operations and changes in members' equity, and cash flow for the years then ended and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Rich Farm Ice Cream Franchising, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United Statesof 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. Weare required to be independent of Rich Farm Ice Cream Franchising, LLC 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 gen-erally 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 from 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 Rich Farm Ice Cream Franchising, LLC's ability to continue as a going concern within 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 from 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, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

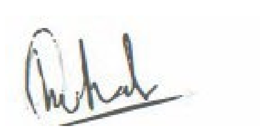
Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circum-stances, but not for the purpose of expressing an opinion on the effectiveness of Rich Farm Ice Cream Franchising, LLC'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 Rich Farm Ice Cream Franchising, LLC'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.



Muhammad Zubairy, CPA PC
Westbury, NY
February 26, 2025

RICH FARM ICE CREAM FRANCHISING,LLC
BALANCE SHEETS

YEARS ENDED DECEMBER 31

	2024	2023
ASSETS		
Current Assets		
Cash	$ 220,236	$ 159,835
Royalties receivable	12,510	5,011
Contract Assets	1,700	2,266
Total current assets	234,446	167,112
Contract Assets, net of current portion	3,685	5,385
Total Assets	$ 238,131	$ 172,497
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable	$ 223	$ 192
Contract Liabilities	3,400	5,100
Total current liabilities	3,623	5,292
Contract Liabilities, net of current portion	17,708	21,108
Members' Equity	216,800	146,097
Total Liabilities and Member's Equity	$ 238,131	$ 172,497

See notes to financial statements

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RICH FARM ICE CREAM FRANCHISING,LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDED DECEMBER 31	
	2024	2023
Revenues		
Royalties	$ 112,894	$ 109,243
Revenues from contracts with customers	5,100	12,325
	117,994	121,568
General and Administrative Expenses	12,289	41,428
Net Income	105,705	80,140
Members' Equity-Beginning	146,097	165,957
Members' distribution	(35,002)	(100,000)
Members' Equity-Ending	$ 216,800	$ 146,097

See notes to financial statements

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RICH FARM ICE CREAM FRANCHISING,LLC

STATEMENTS OF CASH FLOWS

	YEARS ENDED DECEMBER 31	
	2024	2023
Operating Activities		
Net Income	$ 105,705	$ 80,140
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in assets and liabilities		
Royalties receivable	(7,499)	26,789
Accounts payable	31	192
Contract Assets	2,266	7,083
Contract Liabilities	(5,100)	(12,325)
	95,403	101,879
Investing activities		
Members' distribution	(35,002)	(100,000)
	(35,002)	(100,000)
Net Increase(decrease) in Cash	60,401	1,879
Cash-Beginning	159,835	157,956
Cash-Ending	$ 220,236	$ 159,835

See notes to financial statements

RICH FARM ICE CREAM FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

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1. THE COMPANY-The Company was organized in Connecticut in January 2013 as a limited lability company. It offers franchises with the opportunity to operate a business that services hard and soft ice cream and other menu items.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a franchise using the Company's system for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles 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 vary from those estimates.

Taxes on Income-The Company has elected to be taxed as a limited liability corporation for federal and state income tax purposes. Income and expenses for the Company pass through directly to the member and is reported on their individual income tax returns.

3. REVENUE RECOGNITION

In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded. The Company adopted the standard commencing as of January 1, 2021, using the retrospective transition method.

Any unrecognized franchise fees paid are classified as contractual liabilities on the balance sheet. Any deferred commissions are recognized as contractual assets on the balance sheet.

4. CONTRACT ASSETS AND LIABILITIES

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606"), the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as contract liabilities, to be recognized over the life of the franchise agreement. Contracts liabilities and revenue from contracts with customers are as follows:

December 31,2024		
Contractual Liabilities – Beginning of year		$ 26,208
Contractual Liabilities – end of year		$ 21,108
Revenues from contracts with customers		$ 5,100
Anticipated during 2025	$ 3,400	
Anticipated during 2026	3,400	
Anticipated during 2027	3,400	
Anticipated during 2028	3,400	
Thereafter	7,508	
	$21,108	

The estimated revenues expected to be recognized in the future related to the contract liability at December 31, 2024:

The Company reported $5,385 in Contractual assets relating to a prepaid commission as of December 31, 2024. The Company anticipates amortizing this commission at the rate of $2,266 for each of the five years ending December 31, 2026, with the balance of $854 to be amortized after 2026. The Company recognized as commission expenses $2,266 during the year ending December 31, 2024.

5. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events were evaluated through February 26, 2025, the date at which the financial statements were issued.

RICH FARM ICE CREAM FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2023

RICH FARM ICE CREAM FRANCHISING, LLC
TABLE OF CONTENTS

MUHAMMAD ZUBAIRY, CPA PC
Certified Public Accountant
646.327.7013

INDEPENDENT AUDITOR'S REPORT

To the Members of
Rich Farm Ice Cream Franchising, LLC

Opinion

We have audited the financial statements of Rich Farm Ice Cream Franchising, LLC which comprise the balance sheet as of December 31, 2023, and 2022 and the related statement of operations and changes in members' equity, and cash flow for the years ended December 31, 2023 and 2022 and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Rich Farm Ice Cream Franchising, LLC as of December 31, 2023, and 2022, and the results of its operations and its cash flows for the for the years ended in 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 Rich Farm Ice Cream Franchising, LLC 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 gen-erally 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 from 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 Rich Farm Ice Cream Franchising, LLC's ability to continue as a going concern within 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 from 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, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these 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 circum-stances, but not for the purpose of expressing an opinion on the effectiveness of Rich Farm Ice Cream Franchising, LLC'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 Rich Farm Ice Cream Franchising, LLC'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.

Muhammad Zubairy, CPA PC
Westbury, NY
April 11, 2024

RICH FARM ICE CREAM FRANCHISING,LLC
BALANCE SHEETS

	YEARS ENDED DECEMBER 31	
	2023	2022
ASSETS		
Current Assets		
Cash	$ 159,835	$ 157,956
Royalties receivable	5,011	31,800
Contract Assets	2,266	3,400
Total current assets	167,112	193,156
Contract Assets, net of current portion	5,385	11,334
Total Assets	$ 172,497	$ 204,490
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable	$ 192	$ —
Contract Liabilities	5,100	6,800
Total current liabilities	5,292	6,800
Contract Liabilities, net of current portion	21,108	31,733
Members' Equity	146,097	165,957
Total Liabilities and Member's Equity	$ 172,497	$ 204,490

See notes to financial statements

RICH FARM ICE CREAM FRANCHISING,LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDED DECEMBER 31	
	2023	2022
Revenues		
Royalties	$ 109,243	$ 128,973
Revenues from contracts with customers	12,325	22,667
	121,568	151,640
General and Administrative Expenses	41,428	32,566
Net Income	80,140	119,074
Members' Equity-Beginning	165,957	146,883
Members' distribution	(100,000)	(100,000)
Members' Equity-Ending	$ 146,097	$ 165,957

See notes to financial statements

RICH FARM ICE CREAM FRANCHISING,LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDED DECEMBER 31	
	2023	2022
Operating Activities		
Net Income	$ 80,140	$ 119,074
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in assets and liabilities		
Royalties receivable	26,789	(14,075)
Accounts payable	192	—
Contract Assets	7,083	3,400
Contract Liabilities	(12,325)	11,333
	101,879	119,732
Investing activities		
Members' distribution	(100,000)	(100,000)
	(100,000)	(100,000)
Net Increase(decrease) in Cash	1,879	19,732
Cash-Beginning	157,956	138,224
Cash-Ending	$ 159,835	$ 157,956

See notes to financial statements

1.THE COMPANY-The Company was organized in Connecticut in January 2013 as a limited lability company. It offers franchises with the opportunity to operate a business that services hard and soft ice cream and other menu items.

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4. CONTRACT ASSETS AND LIABILITIES

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December 31,2023	
Contractual Liabilities – Beginning of year	$ 38,533
Contractual Liabilities – end of year	$ 26,208
Revenues from contracts with customers	$ 12,325

The estimated revenues expected to be recognized in the future related to the contract liability at December 31, 2023:

Anticipated during 2024	$ 5,100
Anticipated during 2025	3,400
Anticipated during 2026	3,400
Anticipated during 2027	3,400
Thereafter	10,908
	$26,208

The Company reported $ 7,652 in Contractual assets relating to a prepaid commission as of December 31, 2023. The Company anticipates amortizing this commission at the rate of $2,266 for each of the five years ending December 31, 2026, with the balance of $854 to be amortized after 2026. The Company recognized as commission expenses $7,083 during the year ending December 31, 2023.

5. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events were evaluated through April 11, 2024, the date at which the financial statements were issued.

EXHIBIT D

AGENCIES/AGENTS FOR SERVICE OF PROCESS

AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE FRANCHISE REGULATORS

California
Department of Financial Protection and Innovation
651 Bannon Street, Suite 300,
Sacramento, CA 95811
1-866-275-2677

Connecticut
Securities & Business Investments Division
Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

Florida
Dept. of Agriculture and Consumer Services
Division of Consumer Services
227 N. Burrough Street
City Centre Building, 7th Floor
Tallahassee, FL 32301
(904) 922-2770

Georgia

Governor's Office of Consumer Affairs
2 Martin Luther King, Jr. Drive SE
356 West Tower
Atlanta, GA 30334-4600
(404) 651-8600

Hawaii
Dept. of Commerce & Consumer Affairs
Business Registration Division
1010 Richards Street
Honolulu, HI 96813
(808) 586-2021

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

Indiana
Indiana Securities Division
302 West Washington Street
Room E111
Indianapolis, IN 46204
(317) 232-6681

Kentucky
Office of the Attorney General
Consumer Protection Division
P.O. Box 2000
Frankfort, KY 40602-2000
(502) 573-2200

Louisiana
Office of the Attorney General
Consumer Protection Section
PO Box 94005
Baton Rouge, LA 70804-9005
(225) 326-6460

Maryland
Office of the Attorney General
Securities Division
200 Saint Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan
Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
Lansing, MI 48913
(517) 373-7117

Minnesota
Department of Commerce
Registration Division
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(651) 296-4026

Nebraska
Dept. of Banking & Finance
1200 N Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509
(402) 471-3445

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
212-416-8236

North Carolina
Department of the Secretary of State
Securities Division
300 N. Salisbury Street
Raleigh, NC 27603-5909
(919) 733-3924

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

Rhode Island
Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910
(401) 462-9587

South Carolina
Secretary of State
1205 Pendleton Street
525 Edger Brown Building
Columbia, SC 29201
(803) 734-1958

South Dakota
Dept. of Labor and Regulations
Division of Securities
124 S. Euclid, Suite 104
Pierre, SD 57501
(605) 773-48233

Texas
Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(513) 475-1769

Utah
Department of Commerce
Division of Consumer Protection
160 East 300 South
P.O. Box 45804
Salt Lake City, UT 84145-0804
(801) 530-6601

Virginia
State Corporation Commission
Division of Securities & Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9276

Washington
Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Department of Financial Institutions
Division of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608)266-1064

AGENTS FOR SERVICE OF PROCESS

California

Commissioner of Corporations to Commissioner of Department of Financial Protection and Innovation

651 Bannon Street, Suite 300,

Sacramento, CA 95811

Hawaii

Commissioner of Securities

335 Merchant Street, Room 203

Honolulu, HI 96813

Illinois

Illinois Attorney General

500 South Second Street

Springfield, IL 62706

Indiana

Administrative Office of the Secretary of State

201 State House

Indianapolis, IN 46204

Maryland

Maryland Securities Commissioner

200 St. Paul Place

Baltimore, MD 21202-2020

Minnesota

Minnesota Commissioner of Commerce

85 7th Place East, Suite 500

St. Paul, MN 55101-2198

New York

NYS Department of Law

Investor Protection Bureau

28 Liberty St. 21st Fl

New York, NY 10005

212-416-8285

North Dakota

Securities Commissioner

5th Floor, 600 East Boulevard

Bismarck, ND 58505-0510

Rhode Island

Dept. of Business Regulation

Securities Division

John O. Pastore Complex

1511 Pontiac Avenue, Building 69-1

Cranston, RI 02910

South Dakota

Division of Securities

Dept. of Labor and Regulations

124 S. Euclid Suite 104

Pierre, SD 57501

Virginia

Clerk of the State Corporation Commission

1300 East Main Street, 1st Floor

Richmond, VA 23219

Washington

Director of Dept. of Financial Institutions

Security Division

150 Israel Rd SW

Tumwater WA 98501

Wisconsin

Commissioner of Securities

101 East Wilson Street

Madison, WI 53703

EXHIBIT E

LIST OF TERMINATED FRANCHISEES

LIST OF TERMINATED FRANCHISEES

As of the date of this Uniform Franchise Disclosure Document, May 1, 2026 there is one Franchisee who has been terminated or who have left the system.

Mark Depolis
12 Hickory Street
Danbury, CT 06810
(475) 279-7457

EXHIBIT F

OPERATIONS MANUAL – TABLE OF CONTENTS

Rich Farm Ice Cream
Operations Manual Table of Contents

EXHIBIT G

STATE LAW ADDENDUM

CALIFORNIA STATE ADDENDUM TO THE DISCLOSURES, FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT}:

The following are required by Cal. Code Regs. Tit. 10, § 310.114.1

1. **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**.

2. The franchise agreement requires, and area development agreement require binding arbitration. The arbitration will occur in New Haven County, CT, with the costs being borne equally by franchisor and franchisee. 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 and area development agreement requires restricting venue to a forum outside the State of California.

3. }Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

   (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
   (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
   (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
   (d) Violations of any provision of this division

4. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the franchise disclosure document 14 days prior to execution of the agreement.

5. The highest interest rate allowed by law in California is 10% annually.,

6. 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.

7. The franchisor, any person or franchise broker in Item 2 of the UFOC is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

8. California Business and Professions Code 20000 through 20043 provides rights to the franchise concerning termination, transfer, or nonrenewal of a franchise. If the franchise agreement and area development agreement contain a provision that is inconsistent with the law, the law will control.

9. The franchise agreement provides and the area development 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.).

10. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

11. 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 and area development agreement requires restricting venue to a forum outside the State of California.

12. The franchise agreement and area development agreement require the application of the laws of Connecticut. This provision may not be enforceable under California law.

13. 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.

14. Our website www.RichFarmIceCream.com has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the contents of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

15. The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

16. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

17. 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.

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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 H

RECEIPTS

RECEIPT

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

If Rich Farm Ice Cream Franchising, LLC offers you a franchise, Rich Farm Ice Cream Franchising, LLC 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 unless otherwise stated in your state's addendum.

If Rich Farm Ice Cream Franchising, LLC 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 or state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the State Administrator listed in Exhibit D.

The following are the names, principal business addresses and telephone numbers of each franchise seller offering the franchise:

Marc Romanow
147 Hollyberry Lane
Plainville, CT 06062
(914) 819-3172

The effective date of this Disclosure Document is May 1, 2026, or the effective date in your state, whichever is later.

Issuance Date: May 1, 2026

I have received a Uniform Franchise Disclosure Documents including the following exhibits on the date listed below:

A. Franchise Agreement & Rider to Franchise Agreement
B. Confidential Information Agreement
C. Financial Statements
D. Agencies/Agents for Service of Process
E. List of Terminated Franchisees
F. Table of Contents of Operations Manual
G. State Law Addendum
H. Receipts

Please sign and print your name below, date and return one copy of this receipt to Rich Farm Ice Cream Franchising, LLC, and keep the other for your records.

______________________	______________________
Date of Receipt	Print Name
Return to: Rich Farm Ice Cream Franchising, LLC	______________________ Signature (individually or as an officer of)
	______________________ (name of business entity)
	State:__________________

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Please sign and print your name below, date and return one copy of this receipt to Rich Farm Ice Cream Franchising, LLC, and keep the other for your records.

____
Date of Receipt

____
Print Name

Return to:
Rich Farm Ice Cream
Franchising, LLC

____
Signature
(individually or as an officer of)

____
(name of business entity)

State:______________________________