FRANCHISE DISCLOSURE DOCUMENT

Abbott's Frozen Custard, Inc.
A New York Corporation
4791 Lake Avenue
Rochester, New York 14612
Phone: (585) 865-7400
www.abbottscustard.com

The franchisee will operate one or more retail frozen custard (and related products) stands where the public may purchase frozen custard, soft drinks, and other desserts and related food products as approved by us, the franchisor.

The total investment necessary to begin operation of a single Abbott's Frozen Custard franchise is between $496,900 and $1,831,200. This includes $48,700 to $66,500 that must be paid to us or affiliates. If you choose to enter into a Development Agreement, you must open a minimum of three Abbott's stands. The total investment necessary to enter into a Development Agreement for three stands, and to open your first stand, is $510,900 to $1,845,200. This includes $62,700 to $80,500 that must be paid to us or affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Brenden Drew at 4791 Lake Avenue, Rochester, New York 14612 and (585) 314-2921.

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

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

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

Issuance Date: February 9, 2026

How to Use This Franchise Disclosure Document

Here are some questions that 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 Exhibits I and J.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Abbott's Frozen Custard 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 an Abbott's Frozen Custard franchisee?	Item 20 or Exhibits I and J lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The Franchise Agreement and Development Agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New York. 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 New York than in your own state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

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

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.

ABBOTT'S FROZEN CUSTARD, INC.
DISCLOSURE DOCUMENT

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

To simplify the language in this disclosure document, "AFC," "we," "us," and "our" mean Abbott's Frozen Custard, Inc., the franchisor. "You" and "your" mean the person who buys the franchise. If you are a corporation, partnership or other entity, "you" and "your" include the franchisee's owners.

Abbott's Frozen Custard, Inc. is a New York corporation incorporated on March 3, 1964. AFC does not operate under any other name. Our principal business address is 4791 Lake Avenue, Rochester, New York 14612. AFC has no parents, predecessors or affiliates.

Our agents for service of process are disclosed in Exhibit G.

We are offering a franchise to you for the operation of one or more stand-alone Abbott's retail frozen custard (and related products) stands ("Abbott's Stands" or "Franchised Businesses" or "Stands") where the public may purchase frozen custard, soft drinks, and other desserts and food-related products as approved by us. The franchise includes the right to use our name, product line (including our Abbott's Frozen Custard Mix), and methods of operation. The services and products of Abbott's Frozen Custard stand-alone stands are used primarily by the motoring public for desserts or refreshment stops.

We have been a family-operated business for over 75 years and have conducted a business of the type to be operated by you for over 65 years, in Rochester, New York. We have offered franchises for Abbott's Stands since 1977. In 2016, we began offering a separate "stand-within-a-store" licensing concept to allow existing restaurants and other retail establishments to offer Abbott's products from a "custard counter" located on their existing premises. This concept, which was co-branded with other retail establishments, was offered to existing businesses with owners and/or operators who had experience offering goods and services in the food service industry, and where revenues from the sale of Abbott's products was not anticipated to exceed 20% of the business's annual gross revenues ("Co-Branded Custard Counter"). We no longer actively offer the Co-Branded Custard Counter concept. In 2022, we granted an area developer the right to offer and sell subfranchises to third parties to operate Abbott's stands within the state of Texas, provided that the developer was able to achieve certain development goals. As of the date of this Disclosure Document, we have not granted such rights to any other individual or entity.

Other than as described above, we have not offered franchises in any other lines of business. We do not engage, and have never engaged, in any business activities or any other lines of business other than as described in this Disclosure Document.

Description of Franchised Business

The Abbott's System. Abbott's Stands operate according to a unique system developed and owned by us consisting of a unique method for the preparation, distribution, and serving of frozen custard products, including frozen custard, and related products (the "System"). The distinguishing characteristics of the System include the names "Abbott's" and "Abbott's Frozen Custard"; specially designed color schemes, signs, emblems; confidential formulas, recipes and

ingredients used in the preparation of frozen custard products; specialized menus; and standards and specifications for equipment, equipment layouts, products, operating procedures, marketing and management programs, all of which may be changed, improved, and further developed by us. The Franchised Business will operate in accordance with our Operations Manual ("Manual") to be provided to you. You will also be provided with the right to use certain trade names, service marks, trademarks, logos, emblems, and other indicia of origin, including the marks "Abbott's," "Abbott's Frozen Custard," and such other trade names, service marks, trademarks, and trade dress as are now, or may subsequently be designated by us for use in connection with the System ("Proprietary Marks"). We can add, eliminate, modify, or substitute any of the Proprietary Marks at any time, in our sole discretion.

Abbott's Stands may take a variety of forms or configurations depending on the nature of the Stand the franchisee wishes to establish (e.g., with or without indoor seating, with or without a drive-through, etc.), the availability of buildings in the relevant area suitable for conversion to an Abbott's Stand, and other factors. Although we do not require it, we strongly encourage franchisees to establish Stands with drive-throughs due to the ability of drive-throughs to increase ease of purchase and customer satisfaction, and to thereby facilitate greater customer traffic.

Franchise Agreement. We grant franchises to establish and operate an Abbott's Stand under a franchise agreement entered into with us (the "Franchise Agreement") in the form attached to this Disclosure Document as Exhibit B. The Abbott's Stand is a retail stand that features and offers for sale to the public frozen custard, and related products as we specify, under our Proprietary Marks, as defined below. In order to become a franchisee, you will be required to operate your Abbott's Stand in accordance with our standards and specifications, and you will be required to sign a Franchise Agreement. If you are an existing Abbott's franchisee renewing your franchise agreement for another term, you will sign our current Franchise Agreement and our Renewal Amendment to the Franchise Agreement (which is attached to this Disclosure Document as Exhibit D).

Development Agreement. We offer the opportunity to establish and operate more than one Stand in a designated area ("Development Area") under a development agreement entered into with us ("Development Agreement") in the form attached as Exhibit E to this Disclosure Document. Under the Development Agreement, we will specify the number of Stands you must develop within the Development Area and will designate your particular development schedule ("Development Schedule"). You must develop a minimum of 3 Stands. For each Stand you develop under the Development Agreement, you must sign a separate, then-current franchise agreement (which may differ from the Franchise Agreement attached to this Disclosure Document as Exhibit B).

Equipment and Supply Agreement. You must purchase all custard mix and ingredients for all menu items (e.g., cones, flavorings, syrups, etc.), and any other items sold as part of the end-products that are offered for consumption to the retail consumer, only from us or from our approved supplier of custard mix and milk. To purchase these products and supplies from us, you must enter into our standard-form Equipment and Supply Agreement ("Equipment and Supply Agreement"), which is attached to this Disclosure Document as Exhibit C.

Satellite Amendment. We also offer to certain existing franchisees the right to open and operate qualified locations as satellite kiosks under our Proprietary Marks ("Satellite Kiosks") in close proximity to the franchisee's Abbott's Stand. A Satellite Kiosk is not a franchise or a full-service Stand and is intended to operate only under a short-term distribution agreement with the support of an existing full-service Stand (the "Original Franchised Unit") operated by the same franchisee. Satellite Kiosks operate for a term of one year or less, unless terminated by us earlier. They may be temporary, seasonal, or operate with limited hours. They have little or no seating and are intended for carry-out service or delivery. To keep pace with market trends, we will consider applications for different types of satellite locations upon written request. If we approve the location for a Satellite Kiosk, we and you will enter into our standard-form Amendment for Master License and Limited Distribution ("Satellite Amendment"), which amends the Franchise Agreement for the Original Franchised Unit. The current form of Satellite Amendment is attached to the Franchise Agreement as Exhibit H.

Market and Competition. The general market for retail businesses featuring frozen confections is well-developed and competitive. The number of restaurants and Stands offering frozen confection products has increased recently and is expected to continue to increase rapidly. The Franchised Business will be competing against other national and local businesses featuring frozen custard and other frozen confections, such as ice cream and frozen yogurt, as well as supermarkets, convenience stores, and fast-food restaurants that offer similar items and services to the general public. The Franchised Business may also compete against other AFC locations or points of distribution. The food service business is highly competitive in price, service, business location, and food quality, and is often affected by changes in consumer tastes, economic conditions, population, and traffic patterns.

The retail sale of frozen custard and frozen confections is typically seasonal. Sales levels are highly sensitive to local weather conditions and temperature. Frozen custard retail stands located in enclosed malls may be less affected by these conditions but may still experience seasonal trends. In certain locations, depending on weather conditions and temperature, frozen custard retail stands operate from March through November.

Industry-Specific Laws and Regulations. Your Franchised Business will be subject to various federal, state, and local laws and regulations affecting frozen custard retail stands, including state and local licensing, zoning, land use, construction and environmental regulations, and various health, sanitation, and safety standards affecting frozen custard retail stands. The operation of your Franchised Business may require a license for preparing and serving food on-premises. Various state and local laws may require the testing of products sold at your Abbott's Stand on a periodic basis, either in the Franchised Business or at an outside laboratory. Your Franchised Business will be subject to state and local employment laws, such as the Fair Labor Standards Act and various state laws governing such matters as minimum wages, overtime, and working conditions. Your Franchised Business will also be subject to other laws or regulations that are not specific to the industry but apply to businesses generally.

ITEM 2
BUSINESS EXPERIENCE

President: Gail L. Drew

Since January 1995, Ms. Drew has served as President of AFC, in Rochester, New York.

Vice President and Chief Executive Officer: Robert J. Amico

Since January 1995, Mr. Amico has served as Vice President and Chief Executive Officer of AFC, in Rochester, New York.

Chief Development Officer: Brenden Drew

Since May 2025, Mr. Drew has served as Chief Development Officer of AFC. From August 2016 to May 2025, he served as AFC's Vice President of Business Development. He is based in Hopkinton, Massachusetts.

Director of Franchise Operations: Joseph Orden

Since October 2016, Mr. Orden has served as AFC's Director of Franchise Operations, also in Rochester, New York.

Director of Corporate Retail Operations: Crystal Sampsell

Since October 2016, Mrs. Sampsell has served as AFC's Director of Corporate Retail Operations, also in Rochester, New York.

ITEM 3
LITIGATION

Calvelos Frozen Custard Corp. v. Abbott's Frozen Custard, Inc., and Brenden Drew, Gail Drew, Robert Amico, and Joe Orden, individually and as officers of Abbott's Frozen Custard, Inc. (Index No. E2025021686 (N.Y. Sup. Ct.)) In August 2025, AFC discovered numerous material breaches by franchisee Calvelos Frozen Custard Corp. ("Plaintiff") of its franchise agreement with AFC, including the sale of an unauthorized ice cream mix instead of AFC's proprietary frozen custard mix, non-payment of royalties and advertising fees, and unpaid supply invoices. AFC provided Plaintiff with the opportunity to cure these defaults, but Plaintiff failed to do so. In order to protect its brand and goodwill, AFC terminated Plaintiff's franchise agreement in September 2025. On October 3, 2025, Plaintiff sued AFC and its above-named officers (collectively, "AFC Parties") alleging pre-sale statements to Plaintiff that constituted: (1) fraud; (2) violations of New York business and franchise laws; and (3) breach of contract, breach of a fiduciary duty, and breach of the implied covenant of good faith and fair dealing. Plaintiff sought compensatory and punitive damages, disgorgement of alleged unjust enrichment, rescission of the franchise agreement, injunctive relief, and attorneys' fees and costs. On October 27, 2025, the AFC Parties moved to dismiss the case, arguing that none of Plaintiff's claims were viable and that its statutory claims were time-barred. The court scheduled a hearing on this motion to dismiss, but on February 3,

2026, Plaintiff's principal informed the court that Plaintiff no longer wished to continue the case. As of the date of this Disclosure Document, the case has effectively ended and is expected to be formally discontinued/dismissed upon filing of the required paperwork.

Abbott's Frozen Custard, Inc. v. SC Custard, LLC; Todd Nettnin; and Kathleen Nettnin (No. 24-cv-06614 (W.D.N.Y.)) On October 18, 2024, AFC commenced a civil action against franchisee SC Custard, LLC and its principals (collectively, the "Franchisee") following Franchisee's multiple, years-long defaults under its franchise agreement for: (1) the submission of false records and reports to AFC, (2) the use of unapproved point-of-sale systems, (3) the offer and sale of unapproved products and menu items, and (4) the use of unapproved suppliers. AFC alleged that each of these defaults constituted a breach of contract, and sought injunctive relief barring Franchisee's continued operation of its Stand, a declaratory judgment that the franchise agreement was terminated, and damages and interest. On November 4, 2024, the parties entered into a Standstill and Tolling Agreement to stay the proceeding so they could work together to resolve the issues raised. A third-party buyer for Franchisee's Stand was identified, and the situation was resolved through a mutually acceptable transfer of the Stand to the buyer. On August 8, 2025, the parties entered into a Consent to Transfer and Settlement Agreement in which AFC provided its consent to the transfer, and the parties agreed to terminate Franchisee's franchise agreement, exchange mutual releases, and end the civil action. The case was then dismissed, with prejudice, by court order dated August 29, 2025.

Other than the actions described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Franchise Agreement

The initial franchise fee is $37,000, which is payable in a lump sum upon the signing of the Franchise Agreement. The franchise fee is used to operate and maintain the franchise system and is not refundable.

Military Discount. If you are an active or retired member of the U.S. military, or were honorably discharged, you are eligible for a discount of $3,700 on the initial franchise fee payable under the first Franchise Agreement you sign. If you are a corporate entity, you are eligible for this discount if you are at least 51% directly owned by an individual that qualifies for the discount. We reserve the right to modify or cancel this military discount at any time.

Development Agreement

If you enter into a Development Agreement, you must pay us a development fee upon signing the Agreement. The development fee is in addition to the initial franchise fee for each Franchise Agreement you sign under the Development Agreement and is paid for the grant of a Development Area, not for the right to open any individual Stand. The development fee is paid in a lump sum and not refundable. The amount of the development fee is the mathematical product of $7,000 multiplied by the number of Stands to be opened in the Development Area, which must be at least three. We credit $7,000 of the development fee toward the initial franchise fee payable under each Franchise Agreement entered into under the Development Agreement. At the time you sign the Development Agreement, you will also sign the Franchise Agreement for your first Stand. Accordingly, if you enter into a Development Agreement with us for three Stands, then at the time of signing you will pay us a development fee of $21,000 ($7,000 multiplied by 3), plus the franchise fee of $30,000 ($37,000 minus the $7,000 credit) for the first Stand you will develop. The $30,000 franchise fee for each of your two remaining Stands will be paid upon your execution of the franchise agreement for each such Stand. In total, you will pay $111,000, which is the sum of $21,000 in development fees and $90,000 in franchise fees.

Opening Inventory

Before opening, you must stock your Franchised Business with an initial inventory of ingredients, products, supplies, materials, and paper goods. The required initial inventory will be determined by the volume of sales anticipated and will include products and supplies purchased from us and from our approved supplier of custard mix. We estimate that the cost of the items you will purchase from us will range from $11,700 to $29,500, which includes estimated shipping costs, and that the total cost of your opening inventory will range from $18,000 to $39,300. All items purchased from us will be shipped from our warehouse to your Franchised Business, at your expense (F.O.B. shipping point), typically via common carrier. Payment for products and supplies purchased from us must be made in full when due and is non-refundable.

Total Fees

The information described above regarding initial fees and payments made to us can be summarized as follows. To open a single Abbott's Stand, you will pay us an initial franchise fee ($37,000) and the cost of the portion of your opening inventory purchased from us ($11,700 to $29,500), for a total of $48,700 to $66,500. If you sign a Development Agreement to open three Stands, you will pay us the development fee and initial franchise fees ($111,000), and the cost of the portion of your initial inventory purchased from us ($35,100 to $88,500), for a total of $146,100 to $199,500.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	5.5% of Gross Sales; however, we reserve the right to charge the greater of a $6.96 Per Gallon Royalty or a royalty of 6% of Gross Sales	Weekly, as invoiced	See notes 1 and 2, below.
Advertising Fee	2% of Gross Sales of the Franchised Business ("Advertising Fee")	Weekly, as invoiced	The weekly Advertising Fee will be based on Gross Sales, as described in note 1. In the years following the first calendar year (or portion thereof) of your operation, we may increase the Advertising Fee to not more than 5% of Gross Sales. See note 2.
Local Advertising Requirement	You must spend at least $5,000 on local advertising during the first year of operations of your Stand.	First year of operations	You must pay third-party vendors of your choosing for your own local advertising.
	Beginning with your second year of operations, you must spend at least 0.5% of Gross Sales on local advertising; thereafter, you must spend at least 1% of Gross Sales.	Annually, starting in your second year of operations	
Transfer	2/3 of then-current initial franchise fee	Before transfer is effective	If you assign or transfer any interest of your franchise to a transferee who is not a member of your immediate family and not a corporation formed by you for convenience, you will be required to pay a non-refundable transfer fee to us equal to two-thirds of the then-prevailing franchise fee charged by us to new franchisees.
Renewal	1/4 of then-current initial franchise fee	Before renewal is effective	
Supplier Inspection and Testing	$1,000 to $10,000	Actual cost; as incurred	If you desire to purchase products from an unapproved supplier and our representatives inspect the supplier's facilities and samples from the supplier are delivered to us or to an independent testing facility we designate for testing, you must pay to us a charge not to exceed the reasonable cost of investigation and the actual cost of the test.
Late Payment Penalty	0.5% per week of unpaid balance	Date when payment becomes overdue	For default or delay in making payments to us under the Franchise Agreement, you must pay us a late charge which will accrue in the amount of 0.5% per week or (the portion of a week) until paid.

Type of Fee	Amount	Due Date	Remarks
Insurance	Cost of insurance and, if not obtained by you, our procurement expense	As required and as incurred	Before you start construction of your Franchised Business, you must purchase and maintain, at your sole expense, at all times during the term of the Franchise Agreement, the required insurance coverage, including workers' compensation insurance, employer's liability insurance, comprehensive or commercial general liability insurance, all risk property insurance, and business income/interruption insurance. If you fail to obtain or maintain the insurance required, we will have the right and authority (but not the obligation) to obtain the required insurance and to charge you for it, which charges, together with a reasonable administrative fee for our expenses in so acting, will be payable by you immediately upon notice.
Audit	Cost of audit, which could range from $1,000 to $14,000, if Gross Sales are understated by more than 1%	30 days after billing	You must regularly submit to us certain information: weekly, monthly, and yearly sales reports and yearly financial statements and tax returns. We have the right to audit this information. Audits will be conducted at our expense. However, if we elect to have you pay royalties based on Gross Sales and any audit shows an understatement of Gross Sales, then you must immediately pay to us the royalty fee due for the amount understated upon demand, plus the additional late payment fee from the date such amount was due until paid. In addition, if any such understatement exceeds 1% of Gross Sales, you must reimburse us for our costs of the audit including reasonable accounting and attorneys' fees.
Liquidated Damages	$500 per day	As incurred	If you fail to comply with any of the requirements imposed by the Franchise Agreement, or fail to carry out its terms in good faith, then beginning on the 6th business day after we notify you of the failure to comply, you must pay us $500 per day (or such lesser amount as is permitted under local law), as liquidated damages and not as a penalty, for each day that such failure continues.
Indemnification	Cost of liability	As incurred	You must indemnify and hold harmless us and our successors and assigns from all claims, demands, losses, damages, liabilities, costs, and expenses (including attorneys' fees and litigation expenses) resulting from, or alleged to have resulted from, or in connection with your operation of the Abbott's Stand(s).

Type of Fee	Amount	Due Date	Remarks
Collection Costs and Attorneys' Fees	Cost of collection and attorneys' fees	As incurred	You must pay us all expenses, including attorneys' fees and court costs, incurred by us and our successors and assigns to remedy any defaults of or enforce any rights under the Franchise Agreement, effect termination of the Franchise Agreement or collect any amounts due under the Franchise Agreement.
Sales Taxes	Cost of sales, use or similar tax	As incurred	You must pay us an amount equal to any sales, use, or similar tax (but not income taxes) imposed on us by the authorized taxing authority of any state or political subdivision with respect to any payment made by you to us for services or material furnished by us to you under the Franchise Agreement. The payments are nonrefundable and are collected by and payable to us. This reimbursement requirement will be applied uniformly to all franchisees.
Additional Training	$3,500 - $10,000	As incurred	We may make available to you or your employees such additional training programs as we, in our sole discretion, may choose to conduct for a Stand or Satellite Kiosk, if applicable. Attendance at these training programs may be mandatory. We reserve the right to charge you a fee to cover the cost of conducting such mandatory training programs. If we offer additional training programs, they will be held at a location of our choice. Your costs depend on if you have to travel and have to incur hotel, food, and rental car expenses. Additional training programs will generally be held for 3 days.
Computer Software and Hardware Maintenance and Updates	$2,000 per year (maintenance); $2,000 - $5,000 (updates)	As incurred	Computer software and hardware maintenance costs are approximately $2,000/year. The total cost of any needed updates/upgrades will depend on how many computers the Franchised Business has and how you maintain the software. Costs of software/hardware maintenance and updates/upgrades will be paid to vendors, not us.
Credit Card Processor Fees	Currently $11.33	Monthly	Our required point-of-sale system includes a gateway connection to our approved credit card processor, with whom we have negotiated a favorable rate for all Abbott's Stands. You must pay a monthly fee to the credit card processor for services provided via the point-of-sale system. The amount of this fee may increase depending on changes driven by the processor and/or by our technology vendor requirements.

Type of Fee	Amount	Due Date	Remarks
Renovation, Refurbishment, and Modernization of the Franchised Business	$10,000 - $20,000	As incurred	At your sole cost and expense, you must complete a full reimaging, renovation, refurbishment and modernization of the Franchised Business, within the time frame required by us, but no more often than once every five years, to meet our then-current standards, specifications and design criteria for Abbott's Stands, including, for example, such structural changes, remodeling and redecoration, and modifications to existing equipment, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials as may be necessary to do so. These costs and expenses will be paid to vendors, not to us, and will generally cover the cost of painting and new menu signs.
Interest	18% per annum or the maximum rate permitted by law, whichever is less	As incurred	Any report required under the Franchise Agreement that is not received by Abbott's on or before the due date will be deemed overdue. If a report is overdue, then all payments due to Abbott's for the month in which the report was due, whether or not timely received, will also be deemed overdue until Abbott's receives the required report. You must pay Abbott's, immediately upon demand, interest on the amounts of any such payments, at the rate of 18% per annum, or the maximum rate permitted by law, whichever is less, from the date such report was due until the date it is received by Abbott's. In California, the highest interest rate allowed by law is 10% annually.

Unless otherwise indicated above in Item 6, all of the fees listed above are non-refundable; are imposed by, payable to, and collected by us; and are imposed uniformly.

[1] You must pay to us a recurring, non-refundable royalty fee, as determined by us, of 5.5% of Gross Sales (as defined below). We reserve the right to charge a royalty equal to the greater of (i) $6.96 per gallon of frozen custard mix purchased by you or used by you or your assignees in the operation of the Franchised Business ("Per Gallon Royalty") or (ii) 6% of your total Gross Sales ("Gross Sales Royalty"). We will not change the method of calculating royalties without giving you at least six months' prior written notice.

"Gross Sales" means all revenues generated by your Abbott's Stand (and Satellite Kiosk, if applicable) conducted upon, from or with respect to the Abbott's Stand, whether such sales are evidenced by cash, check, credit, charge, account, barter, or exchange. Gross Sales includes monies or credit received from the sale of food and merchandise, from tangible property, promotional or otherwise, and for services performed from or at the Abbott's Stand (and Satellite

Kiosk). Gross Sales does not include the sale of food or merchandise for which refunds have been made in good faith to customers; the sale of equipment used in the operation of the Franchised Business; or any sales, use, or excise tax imposed by a governmental authority directly on sales and collected from customers, provided that the amount of any such tax is added to (or absorbed into) the selling price, and is actually paid by you to such governmental authority.

After the first calendar year of the Franchise Agreement, we may set a new higher Per Gallon Royalty by the percentage increase in the all goods or general category of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics, or comparable index if the specified index is not available. The base index will be that of the beginning of the calendar year in which the Franchise Agreement is signed. The Per Gallon Royalty, as modified by escalation, will be computed to two decimal places.

[2] Please note that several of our franchisees opened their Stands in the early years of our franchise program and under a prior form of franchise agreement. As these "legacy" franchisees renew their franchise rights over time, they execute our then-current form of franchise agreement, but with a royalty and advertising fee structure that differs from the arrangement described in the Franchise Agreement attached to this Disclosure Document as Exhibit B.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Franchise Agreement

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$37,000	Lump sum	At signing of Franchise Agreement	AFC
Operational Equipment[1]	$258,800 - $276,900	Lump sum	After signing lease and completion of the Stand layout	Suppliers
Exterior Signs[2]	$6,500 - $25,000	Lump sum	After the Stand layout is complete and the signs are approved	Suppliers
Stand Design Costs[3]	$25,000 - $75,000	As arranged	Up front, before design or layout is started	Suppliers
Real Estate & Improvements[4]	$114,400 - $1,300,000	As arranged	As incurred	Landlord; Suppliers
Opening Inventory[5]	$18,000 - $39,300	Lump Sum	15 days before opening	Suppliers; AFC
Initial Advertising[6]	$5,000 - $10,000	As arranged	As incurred	Suppliers
Travel and Lodging Costs Related to Initial Training [7]	$1,200 - $3,000	As arranged	As incurred	Third-party vendors
Utilities[8]	$3,000 - $7,500	As arranged	As incurred	Suppliers
Office Supplies[9]	$500	As arranged	As incurred	Suppliers
Insurance Premiums[10]	$2,500 - $7,000	As arranged	As incurred	Suppliers
Additional Funds – 3 months[11]	$25,000 - $50,000	As arranged	As incurred	
TOTAL	**$496,900 - $1,831,200**			

Except as otherwise described in the notes below, the table above provides an estimate of your initial investment if you sign a Franchise Agreement to open and operate a single Abbott's Stand. All costs in the table are estimates only. All fees and payments described in the table above

are non-refundable, unless otherwise stated or permitted by the payee. We do not currently offer financing for any of the amounts described above, but we may recommend financial institutions to you.

[1] Operational Equipment. This is an estimate of the cost of the equipment (including shipping) necessary to furnish and operate a standard Abbott's location as specified in the Manual or otherwise in writing by us. This equipment includes, for example, a custard machine, dipping cabinets, freezers, menu boards, small wares, furniture, lighting, interior branding elements, and the point-of-sale system and other computer hardware and software that you are required to purchase and install. The required computer equipment is discussed in more detail in Item 11 of this Disclosure Document.

[2] Exterior Signs. You must purchase the standard AFC signs from reputable vendors. With respect to the signs, you will pay: (1) all costs incurred in obtaining any required permits and licenses, and in ensuring compliance with applicable laws; (2) any real estate and other taxes; (3) all installation, repair, and maintenance costs; and (4) insurance coverage costs. For a typical Abbott's Stand, the signs will cost approximately $6,500 to $25,000.

[3] Stand Design Costs. Regardless of whether you own the premises for the Franchised Business or decide to lease or construct a new facility, you must adapt your Franchised Business to our standard plans and specifications and to local and state laws, regulations, ordinances, and codes. To perform this work and plan the layout and design of your Stand, you must contract with an architect/designer approved by us. You are exclusively responsible for ensuring that your final design plans and specifications comply with all applicable laws, regulations, ordinances, and codes. The amount of the fees for design and permitting services will depend on the nature and configuration of the Stand you wish to establish. To improve the interior of an existing structure, these fees typically range from $25,000 to $75,000. However, if you choose to construct a new building or alter the exterior of an existing building (e.g., to install a drive-through), additional design/permitting fees will be required.

[4] Real Estate & Improvements. We require you to own or lease a location with at least 800 square feet of space suitable for retail sale of the products of the Franchised Business. Typical locations are in retail corridors, downtown areas, public attractions, or densely populated neighborhoods. Three months' rent for a typical Stand franchise is approximately $12,000 to $15,000. A security deposit (usually equal to one month's rent), payable to the building owner, may be necessary if the building is leased. Other leasehold improvements (including, for example, paint, flooring, lighting, building code requirements) needed to prepare the interior of a typical retail location are estimated to cost approximately $102,400 to $1,285,000, which is payable to independent contractors or suppliers. If you choose to construct a new building or alter the exterior of an existing building (e.g., to install a drive-through), then your costs will be higher. Due to several factors, including your desire to purchase or lease, the local real estate market, the unique nature of local regulations, and the configuration and layout you desire for your Stand, we cannot estimate the total cost of constructing and equipping your Franchised Business with any specificity. You should consult with your own construction consultants to estimate construction costs for any location at which you are considering establishing and operating an Abbott's Stand.

[5] Opening Inventory. Before opening, you must stock your Franchised Business with an initial inventory of ingredients, products, supplies, materials, and paper goods. Your required initial inventory will be determined by the volume of sales anticipated and will include products and supplies purchased from us and from our approved supplier of custard mix. All items purchased from us will be shipped from our warehouse to your Stand, at your expense (F.O.B. shipping point), typically via common carrier. The costs of opening inventory items purchased from us must be paid in full when due and are non-refundable. Costs of items purchased from third-party suppliers will only be refundable if permitted by the supplier.

[6] Initial Advertising. You must spend a minimum of $5,000 on local advertising during the first 12 months of operation. You will spend this amount on a variety of marketing strategies and services in your trade area based on consultation with us.

[7] Travel and Lodging Costs Related to Initial Training. Our initial training program consists of two training sessions: the first will be held in Rochester, New York and the second will be provided at your location just prior to your scheduled opening. You will be responsible for all of your and your employees' costs in attending the program (e.g., wages, employee benefits, travel, lodging, and meals). Each person who attends the first training session in Rochester, New York will incur approximately $1,200 to $3,000 in travel and lodging costs. The figure in the table is an estimate of those costs incurred by you (or, if you are an entity, one of your principals) and one member of your initial staff in attending the first training session. Note that we will provide initial training to you and up to two members of your staff, so if you and two staff members attend training, your costs will be correspondingly higher. Training-related expenses may or may not be refundable depending on the third-party vendors you use.

[8] Utilities. This figure includes estimated expenses for heating, lighting, air conditioning and other utility charges, which will vary depending upon local weather and building conditions, applicable rates, and other factors. Security deposits for utilities, including the amounts required and terms of repayment, will depend upon the local utility companies, and may range between $3,000 and $6,000.

[9] Office Supplies. The estimate provided includes forms, paper, cash register, and tape.

[10] Insurance Premiums. This is an estimate of the annual premiums for the insurance described in the Item 6 chart.

[11] Additional Funds – 3 months. This is an estimate only of the range of initial start-up expenses you may incur for approximately the first three months of operation. The estimate is based on our experience with opening and operating company-owned Abbott's Stands in Florida and New York. The estimate of additional funds for three months is based on an owner-operated business and does not include salaries or benefits for employees or any allowance for an owner's draw.

YOUR ESTIMATED INITIAL INVESTMENT

Development Agreement

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee (3 Stands)[1]	$21,000	Lump sum	At signing of Development Agreement	AFC
Franchise Fee for Your First Stand[2]	$30,000	Lump sum	At signing of Franchise Agreement	AFC
Estimated Initial Investment Remaining for First Stand[3]	$459,900 - $1,794,200	As arranged	As incurred	AFC; Suppliers
TOTAL	**$510,900 - $1,845,200**	(Development fee for 3 Stands, plus estimated initial investment to open first Stand)		

The table above provides an estimate of the initial investment costs you will incur to sign a Development Agreement for three Stands and then open your first such Stand. All costs in the table are estimates only. Actual costs will vary for each developer and each location depending on a number of factors. All fees and payments described in the table above are non-refundable, unless otherwise stated or permitted by the payee. We do not currently offer financing for any of the amounts described above, but we may recommend financial institutions to you.

[1] The amount of the development fee is the mathematical product of $7,000 multiplied by the number of Stands to be developed. The development fee shown in the table is based on an agreement to develop three Stands (3 x $7,000 = $21,000). If you agree to develop more than three Stands, your development fee will increase accordingly. We credit $7,000 of the development fee toward the $37,000 initial franchise fee payable under each Franchise Agreement entered into under the Development Agreement.

[2] At the time you sign the Development Agreement, you will also sign the Franchise Agreement and pay the franchise fee for your first Stand, which will be $30,000 ($37,000 minus the $7,000 credit). The $30,000 franchise fee for each of your two remaining Stands will be paid upon your execution of the Franchise Agreement for each such Stand. In total, you will pay us $111,000 in fees, which is the sum of $21,000 in development fees and $90,000 in franchise fees. If you develop more than three Stands, your fees will be higher.

[3] This estimate is based on the initial investment figures for a single Stand, as shown in the first table in this Item 7 (i.e., $496,900 to $1,831,200), minus the $37,000 initial franchise fee.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must maintain, at all times during the term of the Franchise Agreement, at your expense, the premises of the Franchised Business and all fixtures, furnishings, signs, systems, and equipment in conformity with our high standards and public image and to make such additions, alterations, repairs, and replacements as may be required by us.

At least 15 days before beginning any construction related to the Franchised Business, you must procure, and maintain, at all times during the term of the Franchise Agreement, minimum insurance coverage protecting you and us, and our officers, directors, agents, and employees, against any loss, liability, or expense whatsoever from personal injury, death or property damage or casualty, including, fire, lightning, theft, vandalism, malicious mischief, and other perils normally included in an extended coverage endorsement arising from, occurring upon or in connection with the construction, operation or occupancy of the Franchised Business. The policy or policies must be written by an insurance company satisfactory to us and must include, at a minimum, the following coverage:

- Workers' Compensation Insurance, with statutory limits as required by the laws and regulations applicable to your employees who are engaged in the performance of their duties relating to your Abbott's Stand, including any pre-opening training programs, as well as such other insurance as may be required by statute or regulation of the state in which your Stand is located.

- Employer's Liability Insurance, for employee bodily injuries and deaths, with a limit of $500,000 each accident.

- Comprehensive or Commercial General Liability Insurance, covering claims for bodily injury, death and property damage, including Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Contractual, and Broad form Property Damage liability coverages, with limits as follows:

    - Occurrence/Aggregate Limit of $1,000,000 for bodily injury, death and property damage each occurrence and $2,000,000 for general aggregate, or

    - Split liability limits of $1,000,000 for bodily injury per person; $1,000,000 for bodily injury per occurrence; and $500,000 for property damage.

    - All Risk Property Insurance, on a replacement cost basis, with limits as appropriate, covering your business property and any real property that you may be obligated to insure by contract (e.g., building(s), machinery, equipment, furniture, fixtures, and inventory).

    - Business income/interruption insurance in an amount not less than $250,000.

You must operate your Stand in conformity with the uniform methods, standards, and specifications that we may prescribe in the Manual or otherwise in writing. For example, you must

maintain in sufficient supply, and use at all times, only the ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications, and must not use non-conforming items without our prior written consent.

You must purchase all custard mix and ingredients for all menu items (e.g., cones, flavorings, syrups, etc.), and any other items sold as part of the end-products that are offered for consumption to the retail consumer, only from us or from Upstate Niagara Cooperative, Inc. We are currently the only approved supplier for all of these products. Upstate Niagara Cooperative, Inc. is currently an approved supplier of custard mix and milk. All products you purchase from us will be purchased in accordance with the Equipment and Supply Agreement and will be shipped at your expense from our warehouse to your Stand, typically via common carrier. Unless otherwise stated on the invoice, our delivery of any such products to a common carrier, at our warehouse, will constitute delivery and passage of title to you, along with all risk of loss (i.e., F.O.B. shipping point). We do not transport to you, or install, any equipment, signage, furniture or fixtures, products, or supplies.

You must purchase all other ingredients, products, materials, supplies, paper goods, and other items required for the operation of the Franchised Business solely from us or suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our reasonable standards and specifications for such items; who possess adequate quality controls and capacity to consistently supply your needs promptly and reliably; and who have been approved in writing by us and such approval has not subsequently been revoked. If you desire to purchase any such items from an unapproved supplier, you must submit to us a written request for approval or must request the supplier itself to seek approval. We must have the right to require, as a condition of our approval, that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, at our option, either to us or to an independent laboratory designated by us for testing prior to granting approval. A charge not to exceed our reasonable cost of inspection and the actual cost of testing must be paid by the supplier or you. We reserve the right, at our option, to re-inspect the facilities and products of any such approved supplier and to revoke our approval upon failure of such supplier. In addition to testing and inspections, we typically review the proposed supplier's financial records, business reputation, delivery performance, credit rating and other information. Our approval review usually is completed in 30 days, but it may take longer. Applicable specifications, if and when they are available, will be furnished to you after you sign the Franchise Agreement.

If you purchase the above-listed items from us, we will derive revenue from those purchases. In addition, we receive rebates from Upstate Niagara Cooperative, Inc. for your purchases of custard mix or yogurt ($0.886 per gallon). In the fiscal year ended October 31, 2025, we had approximately $4,969,106 in total revenues and approximately $1,875,281 in revenues from franchisees' required purchases of goods and services, or 38% of our total revenues. We have no affiliates that derive any revenue or other material consideration from required purchases or leases by franchisees.

The cost of equipment and supplies purchased in accordance with our specifications will represent approximately 55% of your total purchases in establishing a franchise and approximately 33% of your total purchases during operation of the franchise. There are existing purchasing or distribution cooperatives. We negotiate purchase arrangements with suppliers for the benefit of

our franchisees. We do not provide material benefits to you based on your purchase of particular products/services or use of particular suppliers. None of our officers own an interest in any approved suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table list your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Franchise Agreement

Obligation	Section in Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Article I of Franchise Agreement; Section 1 of Satellite Amendment	Items 6, 11
b. Pre-opening purchases/leases	Sections 10.03 and 10.04; Section 1 of Satellite Amendment	Item 8
c. Site development and other pre-opening requirements	Article II of Franchise Agreement; Sections 1 and 4 of Satellite Amendment	Items 6, 7, 11
d. Initial and ongoing training	Article VIII of Franchise Agreement; Section 3 of Satellite Amendment	Item 11
e. Opening	Article X of Franchise Agreement; Section 4 f Satellite Amendment	Item 11
f. Fees	Article III of Franchise Agreement; Section 3 of Satellite Amendment	Items 5, 6, 7
g. Compliance with standards and policies/Manual	Sections 10.09 and 10.17 of Franchise Agreement; Section 4 of Satellite Amendment	Item 11
h. Trademarks and proprietary information	Articles V and XII of Franchise Agreement	Items 13, 14
i. Restrictions on products/services offered	Section 10.02 of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Not applicable	Item 11
k. Territorial development and sales quotas	Article II of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Sections 10.03 and 10.04 of Franchise Agreement; Section 4 of Satellite Amendment	Item 8
m. Maintenance, appearance and remodeling requirements	Section 10.01 of Franchise Agreement;	Item 11
n. Insurance	Article XI of Franchise Agreement; Section 5 of Satellite Amendment	Item 6

Obligation	Section in Agreement	Item in Disclosure Document
o. Advertising	Sections 8.03, 8.04, 10.05 and 10.06 of Franchise Agreement	Items 6, 11
p. Indemnification	Sections 15.04 and 18.03 of Franchise Agreement	Item 13
q. Owner's participation/ management/staffing	Section 10.13 of Franchise Agreement	Items 11, 15
r. Records/reports	Article IV of Franchise Agreement	Item 6
s. Inspections/audits	Sections 5.09, 9.04, 9.09, 10.02, and 10.04 of Franchise Agreement	Items 6, 11
t. Transfer	Article XIV of Franchise Agreement	Item 17
u. Renewal	Section 2.02 of Franchise Agreement; Renewal Amendment	Item 17
v. Post-termination obligations	Sections 16.01 and 16.04 of Franchise Agreement	Item 17
w. Non-competition covenants	Sections 13.02 and 13.03 of Franchise Agreement	Item 17
x. Dispute resolution	Sections 24.02 of Franchise Agreement	Items 13, 14

Development Agreement

Obligation	Section in Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Article 3; Section 5.1 of Development Agreement	Items 6, 11
b. Pre-opening purchases/leases	None	Item 8
c. Site development and other pre-opening requirements	Article 3 of Development Agreement	Items 6, 7, 11
d. Initial and ongoing training	None	Item 11
e. Opening	Exhibit B to Development Agreement	Item 11
f. Fees	Article 2 of Development Agreement	Items 5, 6, 7
g. Compliance with standards and policies/Manual	Section 8.2 of Development Agreement	Item 11
h. Trademarks and proprietary information	None	Items 13, 14
i. Restrictions on products/services offered	None	Item 16

Obligation	Section in Agreement	Item in Disclosure Document
j. Warranty and customer service requirements	None	Item 11
k. Territorial development and sales quotas	Article 6 of Development Agreement	Item 12
l. Ongoing product/service purchases	None	Item 8
m. Maintenance, appearance and remodeling requirements	None	Item 11
n. Insurance	None	Item 6
o. Advertising	None	Items 6, 11
p. Indemnification	Article 10 of Development Agreement	Item 13
q. Owner's participation/ management/staffing	None	Items 11, 15
r. Records/reports	None	Item 6
s. Inspections/audits	None	Items 6, 11
t. Transfer	Article 7 of Development Agreement	Item 17
u. Renewal	Article 4 of Development Agreement	Item 17
v. Post-termination obligations	Article 8 of Development Agreement	Item 17
w. Non-competition covenants	Section 8.2 of Development Agreement	Item 17
x. Dispute resolution	Article 14 of Development Agreement	Items 13, 14

ITEM 10
FINANCING

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

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

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

Pre-Opening Obligations

Franchise Agreement

Except as described below, before the Franchised Business opens, we are required by the Franchise Agreement to provide the following to you:

1. We will provide training for you, your partner if you are a partnership or your principal shareholder if you are a corporation, and up to two of your personnel (Franchise Agreement, Section 8.01).

2. We will loan one copy of the Manual, if and when available, to you for the duration of the Franchise Agreement or make the Manual available to you electronically via electronic mail, the Internet, or other electronic format (Franchise Agreement, Section 9.03).

3. We will continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance, and service at all of our Abbott's Stands, to protect and enhance the reputation of the System and the demand for the products and services of the System (Franchise Agreement, Section 9.04).

4. We will establish uniform criteria for approving suppliers; make every reasonable effort to disseminate our standards and specifications to your prospective suppliers upon your written request; however, we may elect not to make available to prospective suppliers the standards and specifications for such formulas or equipment designs deemed by us in our sole discretion to be confidential (Franchise Agreement, Section 9.04).

5. We will approve, in our reasonable discretion, the architecture, layout, and initial appearance of the Franchised Business (Franchise Agreement, Section 9.06).

6. We will provide a list of approved items of required equipment and inventory (Franchise Agreement, Section 9.07).

7. Upon your request and our discretion, we will conduct inspection visits of the construction of the Franchised Business. (Franchise Agreement, Sections 9.08 and 9.09).

Development Agreement

1. We will provide site selection guidance and consultation as we deemed advisable (Development Agreement, Section 5.1.1).

2. Upon your written request, we will provide assistance for the purpose of finding an approved location for a Stand. (Development Agreement, Section 5.2).

Continuing Obligations

After the Franchised Business opens, we are required to provide the following to you:

Franchise Agreement

1. We will make available to you continuing advisory assistance in the operation of the Franchised Business, in person, over the Internet or by electronic or written bulletins made available as we may deem appropriate (Franchise Agreement, Section 9.01). We are not required, however, to assist you in establishing the prices of the products sold at your Stand.

2. We will continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance, and service at all Abbott's Stands to protect and enhance the reputation of the System and the demand for the products and services of the System (Franchise Agreement, Section 9.04).

3. We will inspect the Franchised Business and its operations, as we deem appropriate (Franchise Agreement, Section 9.08).

Development Agreement

Under the Development Agreement, we need not furnish any assistance to you after the opening of your Stand(s).

Local Advertising

During the first year of operations of your Abbott's Stand, you must spend a minimum of $5,000 on various marketing initiatives, in consultation with us. During your second year of operations, you must pay third-party vendors (of your choosing) for your own local advertising in an amount equal to no less than 0.5% of the Gross Sales of your Abbott's Stand. Thereafter, during each year (or portion of a year) of operations remaining in the term of the Franchise Agreement, you must pay an amount equal to no less than 1.0% of Gross Sales of the Stand for such local advertising. (Franchise Agreement, Section 3.01.D).

You must promote the product in your local area. All local advertising by you must be in such media, and of such type and format as we may approve; must be conducted in a dignified manner; and must conform to such standards and requirements as we may specify. You must not use any advertising or promotional plans or materials unless and until you have received written approval from us. (Franchise Agreement, Section 10.05).

We strongly suggest you work with a local marketing firm in your area to develop marketing for your location. All advertising and promotional plans you propose to use, except any plans and materials that have been previously approved by us, must be submitted to us for our written approval (except with respect to prices to be charged) prior to any use. We will use our best efforts to complete our review of your proposed advertising and promotional plans within 15 days after we receive them. If you do not receive written approval from us within 15 days after our receipt of your plans, we will be deemed to have disapproved those plans. (Franchise Agreement, Section 10.06).

You are not required to participate in a local or regional advertising cooperative.

Advertising Fund

In addition to the required local marketing expenditures described above, you must also pay us an advertising fee of 2% of the Gross Sales of your Abbott's Stand. The advertising fee is due and payable weekly during the initial calendar year (or any portion of the calendar year) that the Franchise Agreement is in effect. In the years following the first calendar year, the 2% fee may be increased by us to an amount up to 5% of Gross Sales per year. (Franchise Agreement, Section 3.02).

We place the advertising fees paid by you (and by other Abbott's franchisees) into the advertising fund for the Abbott's System (the "Fund"). We apply those amounts, as we deem appropriate, to the cost of advertising the product, your business, and other franchisees who are also paying an advertising fee to us and whose primary marketing areas are within the same standard metropolitan statistical area. We may, in our sole discretion, elect to waive or reduce the advertising fee for those franchisees that are located outside of a specific metropolitan area, if the primary focus of the advertising will only benefit those franchisees within that particular area (Franchise Agreement, Section 3.02). We are not required to spend any amount on advertising in the area or territory where you are located.

Contributors to the Fund include franchisees, Co-Branded Custard Counter locations, and some third-party vendors and suppliers. Not all franchisees contribute to the Fund at the same rate: some franchisees operating under prior forms of franchise agreement contribute $0.80 per gallon of frozen custard mix ordered, while all others contribute 2% of Gross Sales. Our company-owned units are not required to contribute to the Fund. However, we typically support the Fund's efforts by covering any shortfalls between the cost of a particular marketing plan and the amounts then-found in the Fund.

We develop and conduct advertising and promotional programs that are regional and local in scope. Typically, we work directly with an advertising agent to place advertising. The cost of this advertising is paid from the Fund. Any amounts left in the Fund at the end of a fiscal year remain in the Fund and accrue from year to year. The amounts collected for the Fund are used to promote the products and services sold by you and us and are not used to sell additional franchises. (Franchise Agreement, Section 8.03).

During our most recent fiscal year, which ended on October 31, 2025, we spent approximately 35% of the Fund contributions on production costs for marketing and promotional materials and programs, 54% on media placement costs, and approximately 11% on administrative costs. We did not spend any Fund contributions on advertising that was principally a solicitation for the sale of franchises. Although the Fund is audited, we are not required to make the audited financial statements available for your review. However, upon your written request, we will provide you with an unaudited annual summary of Fund administration for the most recent fiscal year. (Franchise Agreement, Section 8.04).

In addition to our other advertising-related efforts, we also: (a) review and approve, if acceptable, all of your marketing and promotional materials and programs, including, for example,

on-site, direct mail, newspaper, radio, television, Internet and Web Site advertising (we will provide you with notice of approval or disapproval within 10 days after our receipt of your proposed advertising); (b) require your participation in our promotional and special event programs (the cost of which will be paid by the Fund); (c) reserve the right to receive payment for providing goods or services to the Fund; and (d) administer the Fund for the purpose of marketing and promoting Abbott's Frozen Custard, Inc. (Franchise Agreement, Section 8.04).

Advertising Council

There is no advertising council in existence at this time, but we reserve the right to create such a council in the future.

Website

We have the right, in our sole discretion, to prohibit you from conducting any advertising over the Internet. (Franchise Agreement, Section 8.04). You must not promote, offer, or sell any products or services related to the Franchised Business through the Internet, or use the Proprietary Marks in any Internet domain name, electronic mail address or home page address or in the operation of any Web Site without our prior written consent. The term "Web Site" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including social and business networking media such as Facebook, Twitter, LinkedIn, and online blogs and forums. We will approve or disapprove a Web Site, in our sole discretion, within five days after we receive your request. In connection with any such approval, we may establish such requirements as we deem appropriate, including, among others, the requirements that: (i) you submit to us, for our prior written approval, a sample of any proposed Web Site for your Abbott's Stand, domain name, home page address, format, and visible (including proposed screen shots and any text, video clips, photographs, images, sound bites or other materials in which any third party has any ownership interest) and non-visible content (including meta-tags) in the form and manner that we may reasonably require; (ii) you establish hyperlinks to our Web Site and others as we may require, and obtain our prior written approval of your use of any other hyperlinks and/or other links; and (iii) you submit to us for our prior written approval any modifications to your Web Site. We may revoke our approval of your Web Site at any time and require you to discontinue your use of it. In addition to any other applicable requirements, you must comply with any standards and specifications we develop that are applicable to Web Sites, as set forth in the Manual or otherwise in writing, which standards and specifications we may modify from time to time. We may designate the form and content of your Web Site and may require that any such Web Site be hosted by us or a third party whom we designate. We also may charge you a fee for developing, reviewing and approving your Web Site and/or hosting it. You must not permit any third party to use any of the Proprietary Marks in connection with any Web Site and/or as part of any Internet domain name or electronic mail or home page address, without our prior written consent. (Franchise Agreement, Section 10.11).

Computer and Other Equipment

Under the Franchise Agreement, you must record all sales on the point-of-sale system we require. The point-of-sale system includes a gateway connection to our approved credit card

processor, with whom we have negotiated a favorable rate for all Abbott's Stands. You must pay a monthly fee to the credit card processor for services provided via the point-of-sale system. Currently, this fee is $11.33/month, but it may increase depending on changes driven by the processor and/or by our technology vendor requirements.

You must purchase and install computer hardware and software at the Abbott's Stand and/or at your principal business office, which computer hardware will include telecommunications devices, and which software may be a single program or set of programs, all of which must be obtained in accordance with our standards and specifications, as described in the Manual or otherwise in writing (the "Required Computer Equipment"). The Required Computer Equipment will permit 24-hour-per-day electronic communication between us and you, including access to the Internet and our intranet. We will have independent access to the information and data on sales recorded on your point-of-sale system. There are no contractual limitations on our rights to access such information and data. Currently, the basic Required Computer Equipment you must purchase costs approximately $18,000 to $28,000.

We have the right to require maintenance or an upgrade or update to the Required Computer Equipment. Such upgrades or updates may be required if you are approved to operate a Satellite Kiosk. The maintenance, upgrades, or updates may be completed by a third party. There are no limitations on the cost or frequency of these obligations. Currently, the maintenance cost of the Required Computer Equipment is approximately $2,000 per year.

We will provide a list of other equipment required for the operation of your Franchised Business, which includes, for example, a custard machine, dipping cabinets, freezers, menu boards, small wares, furniture, lighting, interior branding elements, signage, and other items. You must purchase all such required equipment from our approved equipment suppliers, whose names we will provide. The terms of shipment/delivery of the equipment you purchase (e.g., shipping cost, delivery date, risk of loss, etc.) will be as negotiated by you and the supplier or freight service provider. We do not sell to you, transport to you, or install any such equipment. However, to assist new franchisees, we work with our equipment suppliers to confirm that the franchisee's orders are accurate and properly placed, to help ensure that the correct items of equipment are identified and shipped.

As described in more detail in Item 8, you must maintain in sufficient supply, and use at all times, only the ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications, as described in the Manual or otherwise in writing. You must purchase all custard mix and ingredients for all menu items, and any other items sold as part of the end-products that are offered for consumption to the retail consumer, only from us or from our approved supplier, Upstate Niagara Cooperative, Inc. All products you purchase from us will be purchased and shipped in accordance with the Equipment and Supply Agreement. You must purchase all other ingredients, products, materials, supplies, paper goods, and other items required for the operation of the Franchised Business solely from us or from approved suppliers, whose names we will provide. We do not transport to you, or install, any ingredients, products, materials, supplies, paper goods, or other items.

Table of Contents of Manual

The table of contents of the Manual is attached to this Disclosure Document as Exhibit F. The total number of pages in the Manual is 185; the number of pages devoted to each topic is reflected in the table of contents.

Location Selection

We do not own the premises of any franchised businesses, and do not lease any such premises to franchisees. Under the Franchise Agreement, you must operate the Franchised Business only at a single location acceptable to us. If the location is not determined at the time of signing the Franchise Agreement, you must submit to us, within 30 days, a description of the proposed site and such information or materials that we may reasonably require. We will then have 15 days to either approve or disapprove the proposed site. If we do not approve a proposed site within 15 days, the site will be deemed to be disapproved. Within 30 days after we approve your proposed location, you must submit to us satisfactory evidence that the Franchised Business is a permitted use under the zoning laws for the premises (or a copy of an application to rezone or for a specific use permit). If we and you cannot agree on an acceptable location, or you have not entered into a lease or binding purchase commitment for an approved location, within 180 days from the date of the Franchise Agreement, then either we or you may terminate the Franchise Agreement, and any fees paid to us prior to termination (including the initial franchise fee) are non-refundable. If, for any reason, you fail to complete construction of your Abbott's Stand and open for business within 180 days of execution of this Agreement, then we may terminate the Franchise Agreement or, in our sole discretion, extend this period to address unforeseen construction delays not within your control.

If you enter into a Development Agreement, you must operate each Stand developed under the Development Agreement only at a location acceptable to us according to our then-current standards. Prior to acquiring the site for each such Stand, you must submit a location approval application to us describing the proposed site. We will then have 30 days to either approve or disapprove the proposed site. If we do not approve a proposed site within 30 days, the site will be deemed to be disapproved. If you enter into a Development Agreement and fail to obtain a location for a Stand within the time period designated in the Franchise Agreement for that Stand, we can terminate the Development Agreement.

We consider the following variables to be important in site selection: the population density, traffic patterns, foot traffic, proximity to points of interest, the presence of a drive-through or the feasibility of adding a drive-through to the premises, and the proximity of the proposed site to other franchisees or potential competitors.

Opening of Business

To plan the layout and design of your Abbott's Stand, you must contract with an architect/designer we approve, and you must implement the standard layout specifications and interior and exterior designs we specify and approve. You are exclusively responsible for ensuring that your final design plans and specifications comply with all such applicable laws, regulations, ordinances, and codes. We do not provide assistance to franchisees with this process, with

obtaining required permits, or with the construction or build-out of the premises of the Abbott's Stand. You must obtain our approval of the layout, architecture, and exterior and interior appearance and decor of the Stand before you commence operations. (Franchise Agreement, Sections 10.12, 10.17, and 17.02).

We estimate that the typical length of time between the signing of the Franchise Agreement and the first payment of any consideration for the Franchised Business (which are contemporaneous events) and the opening of your business is approximately 28 weeks. Although 28 weeks is the typical length of time, it must be recognized that delays in the delivery or installation of equipment, fixtures, or signs; or other delays, such as in your ability to obtain a lease, could extend this period.

Training

Our mandatory initial training program consists of two training sessions: the first will be held in Rochester, New York and the second will be provided at your location just prior to your scheduled opening. Initial training will be provided to you (or, if you are an entity, one of your principals approved by us) and up to two members of your initial staff approved by us. We do not have regularly scheduled initial training classes, as they are held on an as-needed basis. Accordingly, you will begin the initial training program at a day and time we designate, at our headquarters in Rochester, New York. The program is provided during normal business hours and typically lasts five consecutive business days. However, since each participant must complete the program to our satisfaction, the training will continue until we, in our sole discretion, deem the participants qualified to operate the Franchised Business. Initial training must be successfully completed at least 10 days prior to the opening of your Stand. (Franchise Agreement, Section 8.01).

The program will consist of training in the proper operation of the Franchised Business, serving of products, office administration, and any other tasks pertinent to successful operation. The instructors of the program will all have prior experience at various levels within our organization, including training. The initial training program will be provided at no charge, but we reserve the right to impose reasonable charges and to be reimbursed for training materials in connection with the program. You will be responsible for all of your and your employees' costs for wages, employee benefits, travel, lodging, and meals during the training program. If your initial training is held away from your hometown, the estimated cost of travel, lodging, and food is approximately $1,200 to $3,000 for each person who attends the program.

We may make available to you or your employees such additional training programs as we, in our sole discretion, may choose to conduct. (Franchise Agreement, Section 8.02). Such additional training may cover the opening and operation of Satellite Kiosks. Additional training programs will generally be held for three days, and attendance at any such programs may be mandatory. We reserve the right to charge you a fee to cover the cost of conducting such mandatory training programs. Currently, this fee is $3,500 to $10,000, depending on the length of the program. All other expenses incurred during any additional training program, including meals, lodging, wages, and travel, will be borne by you. Optional training programs (instruction and required materials) may be offered to you for a fee and may take place over the Internet. Any

additional or optional training would cover subjects previously covered in our initial training program, would be given at a location of our choice, and would typically last for three days.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Franchise Operation and Sanitation (See Note 1)	2 hours	30 hours	Our headquarters (Rochester, NY) or franchisee's location
Production of Product (See Note 2)	2 hours	23 hours	Our headquarters (Rochester, NY) or franchisee's location
Office Administration (See Note 3)	4 hours	2 hours	Our headquarters (Rochester, NY) or franchisee's location
Total	**8 hours**	**55 hours**	

Note 1. This course will provide training on customer relations; the handling of inventory and supplies; the basic set-up, maintenance and operational skills needed to care for the equipment of the Franchised Business; and the proper methods for sanitation. Joseph Orden of AFC is currently the instructor. Mr. Orden has worked at Abbott's for over 35 years and has extensive experience in AFC franchise operations, including equipment operation, sanitation, and customer relations. Manuals for this course will be provided in hard copy and electronically.

Note 2. This course will provide training on the proper techniques for the production of each product sold by the Franchised Business. Manuals for this course will be provided in hard copy and electronically. Joseph Orden of AFC is currently the instructor for this course.

Note 3. This course will provide training on the proper methods of bookkeeping and recordkeeping for the Franchised Business. Joseph Orden of AFC is currently the instructor for this course.

Other than as described above in this Item 11, we do not provide any assistance with regard to the training of your employees. In addition, we provide no assistance with, and have no control over, your employment-related decisions regarding the employees of your Franchised Business. You will have the sole authority, and the sole obligation, to make all employment-related decisions for your Franchised Business, including, for example, decisions related to hiring, firing, discharging and disciplining employees, and to setting their wages, hours of employment, and any benefits.

ITEM 12
TERRITORY

Franchise Agreement

The franchise granted to you under the Franchise Agreement grants to you the rights to establish and operate the Franchised Business at only the specific location set forth in the Franchise Agreement. If you are unable to continue to occupy the approved location of your Franchised Business, you may relocate only with our prior written consent, which we may withhold in our sole discretion. You may not change your location except in accordance with the requirements of the Franchise Agreement. The selection and construction of any new location will be subject to our requirements in effect at that time. If we authorize you to open and operate a Satellite Kiosk, you will enter into a Satellite Amendment governing the approved location for the Kiosk.

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. Neither we nor any affiliate currently operates, franchises, or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services that are the same as or similar to those sold by Abbott's franchisees. However, we retain the rights: (a) to establish and operate, and license others to establish and operate a business similar to or the same as your Franchised Business under the same or different Proprietary Marks at any location; and (b) to sell or distribute, directly or indirectly, or license others to sell or distribute ice cream products and any other products or services (including, without limitation, sales made at supermarkets, convenience stores, grocery stores, machines, variety stores, and the Internet) at any location, regardless of its proximity to your Franchised Business, under the same or different Proprietary Marks, as we deem appropriate in our sole discretion. We are not required to pay you any compensation for soliciting or accepting orders from any location, regardless of its proximity to your Franchised Business.

You must offer and sell approved products and menu items only from the approved location, except as authorized by us in writing, and only in accordance with the requirements of the Franchise Agreement and the procedures set forth in the Manual. You may solicit customers anywhere, provided that you must not promote, offer, or sell any products or other services related to the Franchised Business through the Internet or use the Proprietary Marks in the operation of any internet Web Site without our prior written consent.

Development Agreement

The Development Agreement assigns you a Development Area within which you must develop Stands under a Development Schedule. Each Stand developed under the Development Agreement must be located in the Development Area. Before you acquire the site for each Stand you propose to develop, we must approve the site as meeting our then-current standards. The Development Area will be a geographic area we agree on, defined by (for example) highways or a state, county, or town line, with a minimum population of approximately 10,000 persons. The Development Area and the Development Schedule will be identified in Exhibit B to the Development Agreement.

You will receive an exclusive territory. Provided that you meet your obligations under the Development Schedule, we will not establish or operate, nor license others to establish or operate, any Abbott's Stand under the System and the Proprietary Marks in the Development Area. However, we retain the rights to use, and to license others to use, the System and the Proprietary Marks for the operation and licensing of other Abbott's Stands at any location outside of the Development Area.

In addition, certain products of ours or of our affiliates (if any), may be distributed in the Development Area by us or our affiliates (if any), or by our licensees or designees, in such manner and through such channels of distribution (other than through Abbott's Stands) as we may determine in our sole discretion, including, for example, electronic distributions via computer networks (e.g., the World Wide Web, other areas of the Internet and/or other on-line networks), catalogs, direct mail, mail order, and other communications methods. We reserve the right to implement any distribution arrangements relating to such products and channels of distribution. The Development Agreement grants you no right to distribute such products through such channels of distribution or to share in any of the proceeds received from such distribution.

If you fail to meet your obligations under the Development Schedule, your failure will constitute a material default of the Development Agreement. Upon such a default, we will have certain rights, including but not limited to, the right to terminate the Development Agreement, license others the right to open and operate Stands in the Development Area, reduce the number of Stands you may develop, or reduce the size of the Development Area.

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ITEM 13
TRADEMARKS

Under the Franchise Agreement, we grant you the right and license to use the following proprietary marks which are registered trademarks on the principal register of the United States Patent and Trademark Office ("USPTO") solely in connection with your Franchise.

Trademark	Registration Number	Registration Date
	3953934 (renewed June 28, 2021)	May 3, 2011
	3126651 (renewed September 29, 2016)	August 8, 2006
ABBOTT'S	3126650 (renewed September 29, 2016)	August 8, 2006
ABBOTT'S	2427652 (renewed October 19, 2020)	February 6, 2001
HAPPILY EVER AFTER	5421905	March 13, 2018

There are no effective material determinations of the USPTO, the Trademark Trial and Appeals Board, the Trademark Administrator of any state, or any court relating to the Proprietary Marks. There is no pending infringement, opposition, cancellation, or material litigation involving the Proprietary Marks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks in a manner material to the Franchise. All required affidavits pertaining to these registrations have been filed or will be filed by the deadlines, and all registrations requiring renewal have been renewed.

You must promptly notify us of any suspected infringement of, or challenge to the validity of the ownership of, or our right to use, the Proprietary Marks licensed hereunder. We are not obligated by the Franchise Agreement to protect your right to use the Proprietary Marks or to protect you against claims of infringement or unfair competition arising out of your use of the Proprietary Marks. However, we have the sole right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event we undertake the defense or prosecution of any litigation relating to the Proprietary Marks, you must sign any and all documents and to do such acts and things as may, in the opinion of our counsel, be necessary to carry out such defense or prosecution. You may not directly or indirectly contest our ownership of our rights in the Proprietary Marks.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks.

We have the right to designate new, modified, or replacement marks for your use, and to require you, at your own expense, to use them in addition to or instead of any of the previously designated Proprietary Marks. These requirements may include, among things, conducting business under a different trade name. Under the Franchise Agreement, you must comply fully with our requirements to modify or discontinue using a trademark.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any right in, or to, any patents or registered copyrights that are material to the franchise.

Confidential Manual

In order to protect the reputation and goodwill of us and the System and to maintain uniform standards of operation under our Proprietary Marks, you must conduct the Franchised Business in accordance with the Manual.

You must treat the Manual, and the information contained, as confidential, and must use all reasonable efforts to keep such information secret and confidential. You must not, at any time, without our prior written consent, copy, duplicate, record, or otherwise make the Manual available to any unauthorized person or entity. The Manual will at all times remain our sole property.

In order for you to benefit from new knowledge information, methods, and technology adopted and used by us in the operation of the System, we may revise the Manual, and you agree to adhere to and abide by all such revisions. You must at all times keep your copy of the Manual current and up-to-date and, in the event of any dispute as to the contents of your Manual, the terms of the master copy of the Manual maintained by us at our home office will be controlling.

Confidential Information

You must not, during the term of the Franchise Agreement or subsequently, communicate, divulge, or use for the benefit of any other person(s), partnership, association, corporation or other entity, any confidential information, knowledge, or know-how concerning the construction and operation of the Franchised Business that may be communicated to you, or of which you may be apprised, by virtue of your operation under the Franchise Agreement. You may divulge such confidential information only to your employees as must have access to it in order to exercise the franchise rights granted and to establish and operate the Franchised Business under the Franchise Agreement and as required by law, provided you must give us prior written notice of any such required disclosure immediately upon receipt of notice by you so that we have the opportunity to seek a protective order or take such other actions as we deem appropriate under the circumstances.

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

We require you to participate in the actual operation of the Franchised Business. In addition, we will not grant a Franchised Business unless it is under the direct, on-premises supervision of a member of your immediate family. If you are a corporation, a person who owns at least one-third of the corporate equity or a designated business manager approved and trained by AFC must handle the direct, on-site supervision. Your on-site supervisor must have satisfactorily completed initial training to our satisfaction.

You must operate your Franchised Business for at least 10 consecutive months of each calendar year.

If you are a corporation, partnership, limited liability company or other legal entity, then all of your owners and their spouses must sign a personal guarantee in the form attached to the Franchise Agreement as Exhibit G. This personal guarantee makes your owners and their spouses jointly and severally liable for your obligations under the Franchise Agreement and binds them to the confidentiality and non-competition provisions of the Agreement.

You must, at our request, require all of your supervisory employees, as a condition of their employment, to sign an agreement prohibiting them, during the term of their employment or subsequently, from communicating, divulging, or using for the benefit of any person, persons, partnership, association, corporation, or other entity any confidential information, trade secrets, knowledge, or know-how concerning the System or methods of operation of the Franchised Business which may be acquired as a result of their employment with you or other franchisees. A duplicate original of each such agreement must be provided by you to us immediately upon signing.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale (i) the minimum menu items specified in the Manual or otherwise in writing; and (ii) only such products and menu items that have been expressly approved for sale in writing by us (including, for example, frozen custard, cones, desserts, and soft drinks), that meet our uniform standards of quality and quantity, and that have been prepared in accordance with our methods and techniques for product preparation. You must not deviate from our standards and specifications for serving or selling menu items without our prior written consent, and you must not sell any products or menu items that are not approved by us or for which we have withdrawn approval. We reserve the right to withdraw any of our previous approvals.

In addition, we have the right to add additional authorized products that you must offer. There are no limits on our right to do so except that the investment required of a franchisee (for equipment, supplies and initial inventory) will not exceed $7,000 per year, adjusted for increases based on changes in the Consumer Price Index using January 1, 2026 as a base. Under the terms of the Franchise Agreement, you must comply with the new requirements.

You must offer and sell approved products and menu items only from the approved location, except as authorized by us in writing, and only in accordance with the requirements of the Franchise Agreement and the procedures set forth in the Manual. You are not limited in the customers to whom you may sell, provided that you must not promote, offer, or sell any products or other services related to the Franchised Business through the Internet or use the Proprietary Marks in the operation of any internet Web Site without our prior written consent.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

These tables list certain important provisions of the Franchise Agreement and Development Agreement. You should read these provisions in the agreements attached to this disclosure document.

Franchise Agreement*

Provision	Section in Franchise Agreement or Other Agreement	Summary
a. Term of franchise	Section 2.01 of Franchise Agreement; Section 1 of Satellite Amendment	One 10-year term for Franchise Agreement. Satellite Amendment has a one-year term unless and until terminated by us upon three days' notice.
b. Renewal or extension of the term	Section 2.02 of Franchise Agreement; Renewal Amendment	At the end of the term of your Franchise Agreement, if you satisfy all the requirements set out in the Franchise Agreement, then you will be entitled to renew your franchise for one additional 10-year term.
c. Requirements for you to renew or extend	Section 2.02 of Franchise Agreement	To be eligible for renewal, you must provide us with timely notice of your intent to renew, and we must determine in our reasonable discretion that you are in good standing by determining, for example, that you: (a) are not in default of any provision of the Franchise Agreement or any agreement between us and you, and have complied with those agreements during their terms; (b) have satisfied all monetary obligations owed to us and to third-party suppliers, and have timely satisfied those obligations during the term of the Franchise Agreement; (c) have shown you have the right to remain in possession of the premises of your Stand for the duration of the renewal term; (d) have shown you are able to maintain all licenses/permits necessary to operate the Stand for the duration of the renewal term; and (e) are not in violation of any applicable law and have not been subject to a material health code violation during the prior 36 months. You must also comply with our then-current training requirements; renovate/modernize the premises of the Stand as we reasonably require; sign our then-current standard form of franchise agreement (which may have terms/conditions that are materially different from those in your original Franchise Agreement); sign a general release of us; and pay to us a renewal fee equal to ¼ of the then-current initial franchise fee.

Provision	Section in Franchise Agreement or Other Agreement	Summary
d. Termination by you	No provision in Franchise Agreement	The Franchise Agreement does not contain such a provision.
e. Termination by us without cause	No provision in Franchise Agreement; Section 10 of Satellite Amendment	The Franchise Agreement does not contain such a provision.
f. Termination by us with cause	Section 15 of Franchise Agreement; Section 10 of Satellite Amendment	We have the right to terminate the Franchise Agreement or Satellite Amendment with cause. Depending upon the reason for termination, we may not provide you an opportunity to cure. See this Item 17(g) and (h) for further description.
g. "Cause" defined - defaults which can be cured	Section 15.03 of Franchise Agreement	You have 10 days to cure defaults for failure to pay royalties, financial obligations owed to us by you and/or violations of your local health code, and 30 days for any other defaults, except those described in Item 17(h).
h. "Cause" defined - defaults which cannot be cured	Sections 15.01 and 15.02 of Franchise Agreement; Sections 7 and 8 of Satellite Amendment	Your rights will automatically terminate without notice if you become insolvent, file for bankruptcy, or are subject to various legal actions or proceedings. We may terminate the Franchise Agreement, without any opportunity to cure the default, effective immediately upon notice, if, for example: (1) you fail to complete construction and open the Franchised Business within 180 days of signing the Franchise Agreement; (2) you fail to operate the Franchised Business for the required 10 months per year without our consent; (3) you are convicted of or plead guilty to a felony; (4) a threat to public health or safety results from the operation of the Franchised Business; (5) you attempt to transfer your rights under the Franchise Agreement or in you or the Franchised Business without our consent; (6) you fail to comply with the covenants relating to non-disclosure and non-competition or fail to obtain signed covenants from others, as required by the Franchise Agreement; (7) you disclose the contents of the Manual or other confidential information; (8) an approved transfer is not effected following your death or mental incapacity; (9) you submit false reports; (10) you or any of your affiliates default under any Franchise Agreement with us or any of our affiliates; (11) if after you cure any default, you commit the same default again; (12) you default more than once in any 12-month period; (13) you refuse to let us inspect the premises of the Franchised Business, or your books, records or accounts; (14) you misuse the Proprietary Marks or damage the goodwill in the Proprietary Marks. If you enter into a Development Agreement, a default under any Franchise Agreement constitutes a default under the Development Agreement.
i. Your obligations on termination/nonrenewal	Sections 13.03 and 16.01 of Franchise Agreement	Cease operating the Franchised Business; return confidential information, signage and advertising materials; pay all sums owing to us; return the Manual; 2-year non-compete period.
j. Assignment of contract by us	Article XIV of Franchise Agreement	We have the right to transfer or assign all or any part of our rights or obligations under the Franchise Agreement to any person or legal entity.
k. "Transfer" by you - definition	Section 14.02 of Franchise Agreement	You may not transfer an interest in the Franchise Agreement, in you, or in all or substantially all of the assets of the Franchised Unit, without our prior written consent.

Provision	Section in Franchise Agreement or Other Agreement	Summary
l. Our approval of transfer by franchisee	Section 14.02 of Franchise Agreement	We must approve all transfers; right to transfer is subject to our right of first refusal
m. Conditions for our approval of transfer	Section 14.03 of Franchise Agreement	We may impose any or all of the following conditions on our approval of your proposed transfer: you have satisfied your accrued monetary obligations and other obligations to us and our affiliates; you agree to remain obligated to covenants under the Franchise Agreement; transferee meets our then-current criteria for new franchisees; the transferee enter into a written assignment, assuming and agreeing to perform your obligations under the Franchise Agreement; transferee agrees to complete renovation within the time frame requested by us; transferee completes training program then in effect; you sign a written guaranty of transferee's obligations under the Franchise Agreement; and you pay to us a transfer fee equal to 2/3 of the then-prevailing initial franchise fee.
n. Our right of first refusal to acquire your business	Section 14.06 of Franchise Agreement	We can match any offer for your business or assume your obligations and pay you the book value for the franchise.
o. Our option to purchase your business	Section 14.06 of Franchise Agreement	Upon your wish to assign your franchise, we may match any third party offer upon 60 days written notice.
p. Your death or disability	Section 14.05 of Franchise Agreement	Upon your death or mental incapacity, your executor, administrator, or personal representative must transfer your interest in the Franchise Agreement, you, or the Franchised Business to a third party approved by us within 12 months after your death or mental incapacity. Such transfers will be subject to the same conditions as any other transfer.
q. Non-competition covenants during the term of the franchise	Section 13.02 of Franchise Agreement	You must not (a) divert or attempt to divert any business or customer of the Franchised Business to any competitor; or (b) own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any fast-food store that specializes in the sale of ice cream or other frozen dessert products ("Ice Cream Store").
r. Non-competition covenants after the franchise is terminated or expires	Sections 13.03 of Franchise Agreement	For two years after the expiration or termination of the Franchise Agreement, you may not own, maintain, engage in, act as a consultant for, perform services for, or have any interest in any Ice Cream Store located within 20 miles of (a) your approved location, or (b) any other Abbott's stand (whether owned by us or by another franchisee) operating under the System and the Proprietary Marks as of the date of expiration or termination of the Franchise Agreement.
s. Modification of the agreement	Section 22.01 of Franchise Agreement	No amendment, change, or variance from the Franchise Agreement will be binding on either party unless mutually agreed to by the parties and signed in writing.
t. Integration/merger clause	Section 22.01 of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Disputes resolution by arbitration or mediation	Not applicable	The Franchise Agreement does not contain such a provision.

Provision	Section in Franchise Agreement or Other Agreement	Summary
v. Choice of forum	Section 24.02 of Franchise Agreement	Judicial district in which we have our principal place of business (subject to applicable state law).
w. Choice of law	Section 24.01 of Franchise Agreement	New York (subject to applicable state law).

Development Agreement*

Provision	Section in Development Agreement	Summary
a. Term of Development Agreement	Section 4.1	The earlier of the last date specified in the Development Schedule or the date when developer has open and in operation all of the Stands required by the Development Schedule.
b. Renewal or extension of the term	No provision	Not applicable.
c. Requirements for you to renew or extend	No provision	Not applicable.
d. Termination by you	No provision	Not applicable.
e. Termination by us without cause	No provision	Not applicable.
f. Termination by us with cause	Section 6	We have the right to terminate with cause.
g. "Cause" defined - defaults which can be cured	No provision	Not applicable.
h. "Cause" defined - defaults which cannot be cured	Sections 6.1 and 6.2	If you become insolvent or make a general assignment for the benefit of creditors; if you file for bankruptcy; if you are adjudicated a bankrupt or insolvent; if you fail to comply with the terms, conditions, or obligations of the Development Agreement; if you fail to comply with any Franchise Agreement or any other agreement between you or any of your affiliates and us and our affiliates or subsidiaries; or you make or attempt to make a transfer or assignment in violation of the provisions of the Development Agreement. No default under the Development Agreement constitutes a default under any Franchise Agreement.
i. Your obligations on termination/nonrenewal	Section 6.3	Obligations include loss of rights granted under the Development Agreement and other agreements.
j. Assignment of contract by us	Section 7.1	No restriction on our right to assign.
k. "Transfer" by you - definition	Section 7.2	You may not transfer an interest in the Development Agreement or you, or sell substantially all of your assets, without our prior written consent.
l. Our approval of transfer by franchisee	Section 7.2	Except as provided for in Item 17(k) above, we have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	Section 7.2	Satisfaction of all of your accrued monetary obligations to us or our affiliates; non-default of any material provision of Development Agreement; transferor's signing of general release under seal; transferee's entering into written assignment; transferee's meeting of our educational, managerial, and business standards; transferee's signing of

Provision	Section in Development Agreement	Summary
		our then-current standard form of Development Agreement; your remaining liable for obligations of your business before the effective date of transfer; opening of each Stand in compliance with terms of Franchise Agreement for each Stand; payment of transfer fee; and transferor's offering to sell interest to us.
n. Our right of first refusal to acquire your business	Section 7.3	We will have the option to purchase the seller's interest on the same terms and conditions offered by a third party.
o. Our option to purchase your business	No provision	Not applicable.
p. Your death or disability	Section 7.4	Upon your death or mental incapacity, your executor, administrator, or personal representative must transfer your controlling interest in the Development Agreement or in you, to a third party approved by us within nine months after your death or mental incapacity. These transfers will be subject to the same conditions as any other transfer.
q. Non-competition covenants during the term of the franchise	Section 8.2	You must not: (a) divert or attempt to divert any business or customer to any competitor, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or (b) own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Ice Cream Store.
r. Non-competition covenants after the franchise is terminated or expires	Section 8.3	For two years after the expiration or termination of the Development Agreement, you may not own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Ice Cream Store that is, or is intended to be, located at or within the Development Area, 20 miles of the Development Area, or 20 miles of any Abbott's stand (whether owned by us or by another franchisee) operating under the System and the Proprietary Marks as of the date of expiration or termination of the Development Agreement.
s. Modification of the agreement	Section 13	No amendment, change, or variance from the Development Agreement will be binding on either party unless mutually agreed to by the parties and signed in writing.
t. Integration/merger clause	Section 13	The Development Agreement, the documents referred to in the Development Agreement, and the attachments if any, constitute the entire, full, and complete agreement between you and us concerning the subject matter of the Development Agreement, and supersede all prior agreements.
u. Disputes resolution by arbitration or mediation	Section 14	The parties must first attempt to settle all disputes and claims by mediation at the office of JAMS located in or closest to our principal place of business as determined by us in accordance with the Mediation Rules of JAMS; otherwise, all disputes and claims relating to the Development Agreement must be settled by arbitration at the office of JAMS located in Rochester, New York.
v. Choice of forum	Section 14	All disputes and claims relating to the Development Agreement must be arbitrated in Rochester, New York (subject to applicable state law).

Provision	Section in Development Agreement	Summary
w. Choice of law	Section 14	The Development Agreement will be interpreted and construed under the laws of the State of New York (subject to applicable state law).

* Certain states have statutes or court decisions that may supersede the Franchise Agreement and Development Agreement in your relationship with us, including in the areas of termination and renewal of your franchise. The Multi-State Addenda in Exhibit K, to the extent applicable, may also describe certain state laws that may supersede the Franchise Agreement and Development Agreement in your relationship with us.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Historical Financial Performance Representations

There were 19 franchised and 6 corporate Abbott's Stands open as of October 31, 2023; 24 franchised and 6 corporate Stands open as of October 31, 2024; and 21 franchised and 6 corporate Stands open as of October 31, 2025.

Tables 1 and 2 in this Item 19 present historical Gross Sales data for certain of the franchised and corporate Stands. All annual Gross Sales figures in Tables 1 and 2 are based on our fiscal year (i.e., November 1 to October 31). Unless otherwise indicated, for each of the fiscal years for which a Gross Sales figure is provided, the applicable Abbott's Stand was open and operating for the full 12-month period. Tables 3a and 3b, together, present historical expense information for the 6 corporate Stands that had been open and operating for at least 12 months as of October 31, 2025.

"Gross Sales" means all revenues generated by the Abbott's Stand (and Satellite Kiosk, if applicable) conducted upon, from or with respect to the Abbott's Stand, whether such sales are evidenced by cash, check, credit, charge, account, barter, or exchange. Gross Sales includes monies or credit received from the sale of food and merchandise, and of tangible property, promotional or otherwise, and for services performed from or at the Abbott's Stand (and Satellite

Kiosk). Gross Sales does not include monies or credit received from the sale of food or merchandise for which refunds have been made in good faith to customers, or from the sale of equipment used in the operation of the Abbott's Stand; or any sales, use or excise tax imposed by a governmental authority directly on sales and collected from customers, provided that the amount of any such tax is added to the selling price or absorbed into it.

As of the end of our 2025 fiscal year (October 31, 2025), we had 7 franchised Abbott's Stands that had drive-throughs, and 14 that did not. All 14 Stands without a drive-through had been open and operating for more than 48 months as of October 31, 2025. Of those 14 Stands, 5 of them (the "Designated Franchised Stands") opened within our last 9 fiscal years; and 9 of them (the "Legacy Locations") were established at earlier dates. In an effort to upgrade and standardize our practices and procedures in preparation for continued growth, we made significant changes and improvements to the System during our last 9 fiscal years. Accordingly, each of the Designated Franchised Stands was the result of a franchisee selection process, site selection process, and training program that differed substantially from the processes that led to the opening of the Legacy Locations, all of which were established earlier than the Designated Franchised Stands. In addition, each of the Designated Franchised Stands operates year-round, while 8 of the 9 Legacy Locations close for 1-3 months during the winter season. Most importantly, the Legacy Locations operate under a prior version of the "per-gallon" royalty, while the Designated Franchised Stands operate under the same Gross Sales Royalty (i.e., 5.5% of Gross Sales) that will be applicable to your Franchised Business. **Table 1** below provides Gross Sales information for the Designated Franchised Stands, which are most similar to the type of business you will operate if you establish a Stand that does not have a drive-through. All Designated Franchised Stands operate under the name "Abbott's Frozen Custard" and sell products substantially the same as those you will offer at your Stand. None of the Designated Franchised Stands has a drive-through.

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

Table 1
Gross Sales for Designated Franchised Stands

Designated Franchised Stand	2025 Gross Sales (dollars)	2024 Gross Sales (dollars)	2023 Gross Sales (dollars)
A	193,620	217,800	246,945
B	412,605	445,605	474,807
C	275,284	316,403	324,786
D	326,675	333,735	378,722
E	408,194	536,439	567,719
Average	**323,276**	**369,996**	**398,596**
Median	**326,675**	**333,735**	**378,722**

The number of Designated Franchised Stands that attained or exceeded the average annual Gross Sales figures stated in Table 1 above was 2 in 2023 (40% of the Designated Franchised Stands); 2 in 2024 (40% of the Designated Franchised Stands); and 3 in 2025 (60% of the Designated Franchised Stands). The number of Designated Franchised Stands that attained or

exceeded the median Gross Sales figures was 3 in 2023 (60% of the Designated Franchised Stands); 3 in 2024 (60% of the Designated Franchised Stands); and 3 in 2025 (60% of the Designated Franchised Stands).

Table 2 below provides Gross Sales information for the 9 Abbott's Stands that provide a drive-through option for customers; that had been open and operating for more than 12 months as of October 31, 2025; and that operated continuously for the full 12-month period ending on that date (the "Drive-Through Stands"). Based on our experience and on feedback from existing franchisees, we believe many new franchisees may wish to establish an outlet with a drive-through. Accordingly, we provide in Table 2 information on the historical Gross Sales of the Drive-Through Stands. We note also that our current site selection criteria prioritize buildings that already have a drive-through (e.g., former fast-food restaurants, banks, etc.) or to which a drive-through can be added.

Drive-Through Stands F through K are franchised Stands, and Drive-Through Stands L, M, and N are corporate Stands. As of October 31, 2025, locations G through K had been open and operating for more than 12 months but less than 24 months; location N had been open and operating for more than 24 months but less than 36 months; and locations F, L, and M had been open and operating for at least 48 months. Note that Drive-Through Stand F is a Legacy Location that operates using a prior version of the "per-gallon" royalty; it does not pay the Gross Sales Royalty. All Drive-Through Stands operate under the name "Abbott's Frozen Custard" and sell products substantially the same as those you will offer at your Stand.

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

Table 2
Gross Sales for Drive-Through Stands

Drive-Through Stand	2025 Gross Sales (dollars)	2024 Gross Sales (dollars)	2023 Gross Sales (dollars)
F (franchised)	736,344	1,044,383	1,245,877
G (franchised)	417,705	n/a	n/a
H (franchised)	327,350	n/a	n/a
I (franchised)	570,411	n/a	n/a
J (franchised)	676,627	n/a	n/a
K (franchised)	523,119	n/a	n/a
L (corporate)	756,705	783,847	683,611
M(corporate)	668,873	683,122	699,409
N (corporate)	380,236	424,897	n/a
Average	**561,930**	**734,062**	**876,299**
Median	**570,411**	**733,485**	**699,409**

The number of Drive-Through Stands that attained or exceeded the average annual Gross Sales figures stated in Table 2 above was 1 in 2023 (33% of the Drive-Through Stands); 2 in 2024

(50% of the Drive-Through Stands); and 5 in 2025 (56% of the Drive-Through Stands). The number of Drive-Through Stands that attained or exceeded the median Gross Sales figures was 2 in 2023 (67% of the Drive-Through Stands); 2 in 2024 (50% of the Drive-Through Stands); and 5 in 2025 (56% of the Drive-Through Stands).

As noted above, **Table 3a** and **Table 3b**, together, present historical expense information for the 6 corporate Stands that had been open and operating for at least 12 months as of October 31, 2025. (The Notes to Tables 3a and 3b are presented after Table 3b, below.)

Table 3a presents the actual expenses, as a percentage of revenue, incurred in the operation of our 3 corporate-owned Abbott's Stands that do not have drive-throughs (the "Corporate Stands (w/o Drive-Through)"). Table 3b presents the actual expenses, as a percentage of revenue, incurred in the operation of our 3 corporate-owned Abbott's Stands that do have drive-throughs (the "Corporate Drive-Through Stands"). Please note that Drive-Through Stands L, M, and N in Table 2 above are the same locations identified as Corporate Drive-Through Stands 1, 2, and 3, respectively, in Table 3b below.

The data in Tables 3a and 3b are audited each year and reflect the systems and processes we will train you to apply in operating your Stand. All of the Stands listed in Tables 3a and 3b operate under the name "Abbott's Frozen Custard," sell products substantially the same as those you will offer at your Stand, and employ a full-time manager to oversee operations. As of October 31, 2025, each of these corporate locations had been open and operating for at least 48 months, with the exception of Corporate Drive-Through Stand 3, which had been open and operating for more than 24 months but less than 36 months.

Table 3a
Corporate Stands (w/o Drive-Through) – Operating Expenses

Corporate Stand (w/o Drive-Through)[5]	FY 2025	FY 2024	FY 2023
Corporate Stand (w/o Drive-Through) 1			
Payroll[1]	40%	34%	35%
Cost of goods sold[2]	24%	27%	28%
Operating expenses[3]	21%	13%	12%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	8%	6%	5%
Corporate Stand (w/o Drive-Through) 2			
Payroll[1]	26%	26%	28%
Cost of goods sold[2]	23%	21%	27%
Operating expenses[3]	7%	12%	10%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	6%	3%	3%

Corporate Stand (w/o Drive-Through)[5]	FY 2025	FY 2024	FY 2023
Corporate Stand (w/o Drive-Through) 3			
Payroll[1]	31%	28%	32%
Cost of goods sold[2]	24%	25%	26%
Operating expenses[3]	6%	7%	5%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	8%	8%	5%
Average			
Payroll[1]	32%	29.3%	31%
Cost of goods sold[2]	24%	24.3%	27%
Operating expenses[3]	11%	10.7%	9%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	7%	5.7%	4%
Median			
Payroll[1]	31%	28%	32%
Cost of goods sold[2]	24%	25%	27%
Operating expenses[3]	7%	12%	10%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	8%	6%	5%

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Table 3b
Corporate Drive-Through Stands – Operating Expenses

Corporate Drive-Through Stand[5]	FY 2025	FY 2024	FY 2023
Corporate Drive-Through Stand 1			
Payroll[1]	31%	29%	31%
Cost of goods sold[2]	27%	26%	30%
Operating expenses[3]	9%	8%	12%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	4%	3%	3%
Corporate Drive-Through Stand 2			
Payroll[1]	24%	24%	24%
Cost of goods sold[2]	30%	29%	30%
Operating expenses[3]	10%	10%	8%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	4%	3%	6%
Corporate Drive-Through Stand 3			
Payroll[1]	31%	30%	n/a
Cost of goods sold[2]	24%	27%	n/a
Operating expenses[3]	12%	9%	n/a
Imputed royalty payment[2]	5.5%	5.5%	n/a
Imputed Fund contribution[3]	2%	2%	n/a
Imputed local advertising expenditure[3]	1%	1%	n/a
Administrative expenses[4]	5%	4%	n/a
Average			
Payroll[1]	29%	27.6%	28%
Cost of goods sold[2]	27%	27.3%	30%
Operating expenses[3]	10%	9%	10%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	4.3%	3.3%	3%
Median			
Payroll[1]	27%	29%	28%
Cost of goods sold[2]	27%	27%	30%
Operating expenses[3]	10%	9%	10%
Imputed royalty payment[2]	5.5%	5.5%	5.5%
Imputed Fund contribution[3]	2%	2%	2%
Imputed local advertising expenditure[3]	1%	1%	1%
Administrative expenses[4]	4%	3%	4.5%

Notes to Tables 3a and 3b:

Note 1: Payroll includes all wages, payroll taxes, and benefits paid to employees.

Note 2: Cost of goods sold (COGS) includes all purchases of inventory (and associated freight charges for shipments outside the greater Rochester, NY area) made by these corporate-owned locations necessary to operate the business. Since these locations do not pay a royalty, we have included for each corporate Stand an imputed royalty payment of 5.5% of Gross Sales, which is what will be applicable to your Franchised Business.

Note 3: Operating expenses include utilities, maintenance, and advertising. As described in Items 6 and 11 of this Disclosure Document, all franchised Stands must contribute to the advertising Fund and make required local advertising expenditures. You should expect to contribute 2% of Gross Sales to the Fund; and to spend on local advertising at least $5,000 during your first year of operations, at least 0.5% of Gross Sales during your second year, and at least 1% of Gross Sales each year thereafter. Since our corporate-owned locations are not required to make these advertising contributions and expenditures, we have included for each corporate Stand an imputed contribution to the Fund of 2% of Gross Sales and an imputed expenditure on local advertising of 1% of Gross Sales.

Note 4: Administrative expenses include credit card processing fees, bank charges, payroll processing fees, and computer supplies. Corporate-owned locations benefit from the accounting function of our corporate entity.

Note 5: The cost categories shown in Tables 3a and 3b reflect the key metrics we use to evaluate our corporate-owned locations; they do not include all costs incurred in operating an Abbott's Stand. Real estate costs (e.g., rent, property taxes, amortization, and depreciation), for example, are not included. Since they represent fixed costs and are not a result of operations, such real estate costs are less meaningful to present.

* * *

To make the financial performance representation in this Item 19, we relied on the Gross Sales information provided to us by the franchisees operating the Designated Franchised Stands and the franchised Drive-Through Stands. Written substantiation of the data used in preparing this financial performance representation will be made available to you upon reasonable written request.

Other than the financial performance representation in this Item 19, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Abbott's Stand, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Brenden Drew, Vice President of Business Development, at 4791 Lake Avenue, Rochester, New York 14612 and (585) 314-2921, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 20.1
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	20	19	-1
	2024	19	24	+5
	2025	24	21	-3
Company-owned	2023	5	6	+1
	2024	6	6	0
	2025	6	6	0
Total Outlets	**2023**	**25**	**25**	**0**
	2024	**25**	**30**	**+5**
	2025	**30**	**27**	**-3**

* All numbers are as of October 31 (our fiscal year end) for each year. Each of the system-wide charts in this Item 20 reflects information for franchised and company-owned outlets operating under the System, as described in this Disclosure Document. Since Co-Branded Custard Counter locations are not Stands, they are not included in the information in this Item 20.

Table 20.2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2023 TO 2025

State	Year	Number of Transfers
Louisiana	2023	1
	2024	0
	2025	1
Massachusetts	2023	2
	2024	0
	2025	1

State	Year	Number of Transfers
North Carolina	2023	0
	2024	2
	2025	0
South Carolina	2023	0
	2024	1
	2025	1
Totals	**2023**	**3**
	2024	**3**
	2025	**3**

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Table 20.3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations*	Non-Renewal	Reacquired by Franchisor	Ceased Operations–Other Reasons	Outlets at End of Year
FL	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
LA	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
MA	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	2	0	0	0	1
NY	2023	9	0	0	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	0	1	0	0	0	9
NC	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
SC	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
TX	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	0	0	0	0	0	5
VA	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
Totals	**2023**	**20**	**0**	**1**	**0**	**0**	**0**	**19**
	2024	**19**	**6**	**1**	**0**	**0**	**0**	**24**
	2025	**24**	**0**	**3**	**0**	**0**	**0**	**21**

* During FY2025, the franchise agreement for one Stand in Massachusetts was voluntarily terminated prior to the opening of the Stand.

Table 20.4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
FL	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
NY	2023	4	1	0	0	0	5
	2024	5	0	0	0	0	5
	2025	5	0	0	0	0	5
Totals	2023	**5**	**1**	**0**	**0**	**0**	**6**
	2024	**6**	**0**	**0**	**0**	**0**	**6**
	2025	**6**	**0**	**0**	**0**	**0**	**6**

Table 20.5
PROJECTED OPENINGS
AS OF OCTOBER 31, 2025

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
FL	3	3	2
SC	1	0	0
TN	1	1	0
Totals	**5**	**4**	**2**

Listed in Exhibit I is the name of all of our current franchisees (as of October 31, 2025) and the address and telephone number (or e-mail address) of each of their Stands.

Listed in Exhibit J is the name of those franchisees that were terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with us during the most recently completed fiscal year or have not communicated with us within the 10 weeks preceding the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed confidentiality clauses during the last three fiscal years that restrict their ability to speak with you about their franchised business.

There are no trademark-specific franchisee organizations associated with the franchise System that have been created, sponsored, or endorsed by us, or that have asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year end is October 31. Attached as Exhibit A are our audited financial statements for fiscal years ended October 31, 2025; October 31, 2024; and October 31, 2023; along with an unaudited balance sheet (as of January 24, 2026) and profit and loss statement (for the period December 28, 2025 to January 24, 2026).

ITEM 22
CONTRACTS

Attached to this Disclosure Document are copies of the following contracts related to the offer of the franchise:

Exhibit B: Franchise Agreement

Exhibit C: Equipment and Supply Agreement

Exhibit D: Renewal Amendment

Exhibit E: Development Agreement

ITEM 23
RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit M. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Abbott's Frozen Custard, Inc., 4791 Lake Avenue, Rochester, New York 14612.

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit A

FINANCIAL STATEMENTS

ABBOTT'S FROZEN CUSTARD, INC.

ROCHESTER, NEW YORK

AUDITED FINANCIAL STATEMENTS

OTHER FINANCIAL INFORMATION

AND

INDEPENDENT AUDITOR'S REPORT

OCTOBER 31, 2025 AND 2024



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INDEPENDENT AUDITOR'S REPORT

To the stockholders of
Abbott's Frozen Custard, Inc.

Opinion

We have audited the financial statements of Abbott's Frozen Custard, Inc., which comprise balance sheet as of October 31, 2025, and the related statements of operations and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Abbott's Frozen Custard, Inc. as of October 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit 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 Abbott's Frozen Custard, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of Abbott's Frozen Custard, Inc. for the year ended October 31, 2024 were audited by another auditor who expressed an unmodified opinion on those statements on November 8, 2024.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, 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 Abbott's Frozen Custard, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free 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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Abbott's Frozen Custard, Inc.'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 Abbott's Frozen Custard, Inc.'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.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of selling and administrative expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Mengel, Metzger, Barr & Co. LLP

Fairport, New York
December 19, 2025

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ABBOTT'S FROZEN CUSTARD, INC.

BALANCE SHEETS

OCTOBER 31, 2025 AND 2024

ASSETS	October 31, 2025	October 31, 2024
CURRENT ASSETS		
Cash	$ 262,077	$ 389,224
Accounts receivable	101,369	164,740
Inventories	445,296	498,220
Prepaid expenses	73,662	70,475
TOTAL CURRENT ASSETS	882,404	1,122,659
PROPERTY AND EQUIPMENT		
Equipment and furniture	1,023,978	1,016,557
Vehicles	137,612	137,612
Leasehold improvements	1,999,970	1,966,597
Less accumulated depreciation	(1,629,610)	(1,523,879)
TOTAL PROPERTY AND EQUIPMENT, NET	1,531,950	1,596,887
OTHER ASSETS		
Right-of-use assets - Operating	1,120,595	1,384,172
TOTAL OTHER ASSETS	1,120,595	1,384,172
	$ 3,534,949	$ 4,103,718

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

ABBOTT'S FROZEN CUSTARD, INC.

BALANCE SHEETS, Cont'd

OCTOBER 31, 2025 AND 2024

LIABILITIES AND STOCKHOLDERS' EQUITY	October 31, 2025	October 31, 2024
CURRENT LIABILITIES		
Accounts payable	$ 177,328	$ 218,646
Sales tax payable	11,304	11,631
Accrued expenses	47,000	42,459
Accrued payroll	25,365	-
Deferred revenue	817,200	864,400
Due to franchisee	54,571	54,571
Gift cards liability	256,276	215,349
Current portion of lease liabilities - Operating	322,279	300,238
TOTAL CURRENT LIABILITIES	1,711,323	1,707,294
OTHER LIABILITIES		
Long term lease liability - Operating	849,468	1,130,101
	849,468	1,130,101
TOTAL LIABILITIES	2,560,791	2,837,395
STOCKHOLDERS' EQUITY		
Common stock, $100 par value, 200 shares authorized		
130 shares issued and outstanding	13,000	13,000
Additional paid in capital	2,000	2,000
Retained earnings	959,158	1,251,323
TOTAL STOCKHOLDERS' EQUITY	974,158	1,266,323
	$ 3,534,949	$ 4,103,718

ABBOTT'S FROZEN CUSTARD, INC.

STATEMENTS OF OPERATIONS AND RETAINED EARNINGS

YEARS ENDED OCTOBER 31, 2025 AND 2024

	Year Ended October 31,			
	2025		2024	
	Amount	Percent of Revenues	Amount	Percent of Revenues
REVENUES				
Retail and wholesale revenue - net of coupons in the amount of $9,821 and $8,882, respectively	$ 4,232,315	85.2 %	$ 4,434,998	85.2 %
Franchise fee revenue	47,200	.9	84,201	1.6
Royalty and advertising revenue	689,591	13.9	687,280	13.2
TOTAL REVENUES	4,969,106	100.0	5,206,479	100.0
COST OF REVENUES				
Beginning inventory	498,221	10.0	456,922	8.8
Purchases - retail and wholesale	1,797,950	36.2	1,949,176	37.4
Payroll, taxes, and benefits	1,360,173	27.4	1,310,893	25.2
	3,656,344	73.6	3,716,991	71.4
Ending inventory	445,296	9.0	498,221	9.6
TOTAL COST OF REVENUES	3,211,048	64.6	3,218,770	61.8
GROSS PROFIT	1,758,058	35.4	1,987,709	38.2
Selling and administrative expenses	2,047,199	41.2	2,263,677	43.5
LOSS FROM OPERATIONS	(289,141)	(5.8)	(275,968)	(5.3)
OTHER (EXPENSE) INCOME				
Interest (expense) income	(3,024)	(.1)	3,965	.1
TOTAL OTHER INCOME	(3,024)	(.1)	3,965	.1
NET LOSS	(292,165)	(5.9)%	(272,003)	(5.2)%
Retained earnings, beginning of year	1,251,323		1,523,326	
RETAINED EARNINGS, END OF YEAR	$ 959,158		$ 1,251,323	

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

ABBOTT'S FROZEN CUSTARD, INC.

STATEMENTS OF CASH FLOWS

YEARS ENDED OCTOBER 31, 2025 AND 2024

	Year Ended October 31,	
	2025	2024
CASH FLOWS - OPERATING ACTIVITIES		
Net loss	$ (292,165)	$ (272,003)
Adjustments to reconcile net loss to net cash used for operating activities:		
Depreciation and amortization	105,732	112,347
Changes in certain assets and liabilities affecting operations:		
Accounts receivable	63,371	(74,372)
Inventory	52,924	(41,298)
Prepaid expenses	(3,187)	14,760
Accounts payable	(41,318)	151,409
Sales tax payable	(327)	1,027
Accrued expenses	4,541	49,388
Accrued payroll	25,365	-
Deferred revenue	(47,200)	(96,200)
Due to franchisee	-	54,571
Gift cards liability	40,927	27,871
Lease liability, net of right of use asset	4,985	-
NET CASH USED FOR OPERATING ACTIVITIES	(86,352)	(72,500)
CASH FLOWS - INVESTING ACTIVITIES		
Purchase of property and equipment	(40,795)	(45,379)
NET CASH USED FOR INVESTING ACTIVITIES	(40,795)	(45,379)
CASH FLOWS - FINANCING ACTIVITIES		
Line of credit borrowings	111,050	73,279
Line of credit repayments	(111,050)	(73,279)
NET CASH PROVIDED FROM FINANCING ACTIVITIES	-	-
NET DECREASE IN CASH	(127,147)	(117,879)
Cash at beginning of year	389,224	507,103
CASH AT END OF YEAR	$ 262,077	$ 389,224

ABBOTT'S FROZEN CUSTARD, INC.

STATEMENTS OF CASH FLOWS, Cont'd

YEARS ENDED OCTOBER 31, 2025 AND 2024

	Year Ended October 31,	
	2025	2024
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 6,938	$ 3,776

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

NOTE A: THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company

The Company owns and operates several retail frozen custard stores in the states of New York and Florida. In addition, as a franchiser it sells the rights to outside parties to operate frozen custard stores under its name and trademark. The custard products sold by the franchises are purchased from the Company and credit is often extended, on an unsecured basis, to the franchisees for these purchases.

Basis of accounting

The Company reports on the accrual basis of accounting which recognizes income when earned and expenses when incurred.

Use of estimates in the preparation of financial statements

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

Cash

Cash is maintained at financial institutions located in New York State and is insured by the FDIC up to $250,000 per depositor at each financial institution. In the normal course of business, the cash account balances at any given time may exceed insured limits. However, the Company has not experienced any losses in such accounts and does not believe it is exposed to significant risk in cash.

Accounts receivable and allowance for credit losses

Accounts receivable are customer obligations due under normal trade terms. The Company performs continuing credit evaluation of customers' financial condition and generally does not require collateral.

At each balance sheet date, the Company recognizes an expected allowance for credit losses, excluding amounts collected through November 25, 2025. The allowance for credit losses is then derived from a review of the Company's historical losses based on the aging of receivables and is calculated on a pooled basis where similar characteristics exist. This estimate is adjusted for management's assessment of current conditions, which the Company has elected to assume will remain consistent for the expected life of the receivable. The Company believes historical loss information is a reasonable starting point in which to calculate expected allowance for credit losses as the Company's customers have remained consistent since the Company's inception and consists of franchisees of the Company.

The Company writes off receivables when there is information that indicates the debtor is facing significant financial difficulty and there is no possibility of recovery. If any recoveries are made from any accounts previously written off, they will be recognized as an offset to credit loss expense in the year of recovery. There were no write-offs during the years ended October 31, 2025 and 2024.

Inventory

Inventory, which consists of supplies and condiments, is stated at the lower of cost, on an average cost basis, or net realizable value.

NOTE A: THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Cont'd

Property and equipment

The cost of property and equipment is depreciated over the estimated useful lives of the related assets, ranging from five to forty years. The cost of vehicles is depreciated over the estimated useful life of the vehicle which is five years. The cost of leasehold improvements is depreciated over the lesser of the length of the related leases or the useful lives of the assets. Major renewals and betterments are capitalized, while repairs and maintenance are charged to operations as incurred. Upon sale or retirement, the related cost and allowances for depreciation are removed from the accounts and the related gain or loss is reflected in operations. Depreciation is computed using straight-line and accelerated methods. Depreciation charged to operations amounted to $105,732 and $112,347 for the years ended October 31, 2025 and 2024, respectively.

Revenue recognition

Revenue from Exchange Transactions: The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers, as amended. ASU 2014-09 applies to exchange transactions with customers that are bound by contracts or similar arrangements and establishes a performance obligation approach to revenue recognition. The Company derives its revenues from retail and wholesale revenue, franchise fees and royalties.

In accordance with the Standard, the Company recognized Franchise fee revenue from five (5) new franchise locations, one (1) forfeited location, and a Multiple Unit Franchise Agreement; and five (5) new franchise locations, one (1) transferred location, one (1) forfeited location, and a Multiple Unit Franchise Agreement, on a pro-rata basis, for the years ended October 31, 2025 and 2024, respectively. The Company's revenues were comprised of the following for the years ended October 31:

	2025	2024
Retail and wholesale revenue	$ 4,232,315	$ 4,434,999
Franchise fee revenue	47,200	84,201
Royalty and advertising revenue	689,591	687,280
TOTAL REVENUE RECOGNIZED AT A POINT IN TIME	$ 4,969,106	$ 5,206,480

The Company's revenue recognition policies for its primary sources of revenue are as follows:

Retail and wholesale revenue: Revenue is recognized as products are sold to customers at the Company's retail locations or delivered to franchisees at their respective locations as part of the Company's wholesale operations. The performance obligations of these implicit contracts are satisfied at a point in time and billed to the customers as the sale is completed. Fees are charged based on established prices which are reviewed by management periodically. The Company records revenue at the amount it expects to receive and is paid as each sale is completed for retail sales and in accordance with the customers' individual terms for wholesale sales. Retail and wholesale revenue is recorded net of any applicable sales tax.

NOTE A: THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Cont'd

Franchise fee revenue: Revenue is recognized as the Company satisfies its performance obligations under the terms and conditions of the franchise agreement. The Company's collective performance obligations are to provide assistance in site selection, equipment, and initial training to its franchisees. Performance obligations are satisfied concurrently over the terms of the contract and are fulfilled in their entirety prior to the Company's year-end. Franchise fees are based on established rates, approved by the Board each year. The Company records revenue at the amount it expects to receive and is paid prior to the franchisee opening their retail operation to the public.

Royalty and advertising revenue: Revenue is recognized as the Company satisfies its performance obligations under the terms and conditions of the franchise agreement. The Company's collective performance obligations are to provide annual brand standards and advertising for the entire brand. Performance obligations are satisfied concurrently over the terms of the contract and are fulfilled in their entirety prior to the Company's year-end. Royalty and advertising fees are based on established rates, approved by the Board each year. The Company records revenue at the amount it expects to receive and is paid in accordance with the individual franchisee terms.

Contract balances – The following table summarizes contract assets and liabilities at their respective balance sheet date:

	October 31,		
	2025	2024	2023
Accounts receivable	$ 101,369	$ 164,740	$ 90,368
Deferred revenue	$ 817,200	$ 864,400	$ 960,600
Gift cards liability	$ 256,276	$ 215,349	$ 187,478

Deferred revenue

The Company records franchise fee revenues as deferred revenue until the Company has met its performance obligations under the terms and conditions of the franchise agreement, at which time it is recognized as revenue.

Gift cards liability

Gift card liability represents gift cards issued and outstanding as of October 31, 2025 and 2024. Sales related to gift cards for the Company's merchandise is deferred until the customer has redeemed the gift card.

Leases

The Company determines if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use (ROU) assets, current liabilities, and long-term operating lease liabilities on the accompanying balance sheets. There were no finance leases at October 31, 2025 and 2024.

NOTE A: THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Cont'd

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU asset and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of the leases do not provide an implicit rate, the Company uses a risk-free rate based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset also includes any lease payments made and excludes lease incentive. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. The Company does not report ROU assets and lease liabilities for its immaterial or short-term leases (leases with a term of 12 months or less). Instead, the lease payments of those leases are reported as lease expense on a straight-line basis over the lease term.

The Company's operating leases consist of real estate leases for retail and wholesale operations in Greater Rochester, New York and Florida.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In evaluating contracts to determine if they qualify as a lease, the Company considers factors such as if the Company has obtained substantially all of the rights to the underlying assets through exclusivity, if the Company can direct the use of the assets by making decision about how and for what purpose the asset will be used and if the lessor has substantive substitution rights. This evaluation may require significant judgment.

Advertising

Advertising costs are charged to operations when incurred. Advertising expense amounted to $228,242 and $264,681 for the years ended October 31, 2025 and 2024, respectively.

Adoption of new accounting standard– Improvements to Accounting for Credit Losses

In July 2025, the FASB issued ASU 2025-05: Measurement of Credit Losses for Accounts Receivable and Contract Assets (ASU 2025-05). ASU 2025-05 provides a practical expedient for estimating expected credit losses on current trade receivables and contract assets and for non-public entities, an option to consider post-balance sheet collections. The amendments require prospective application and are effective for annual reporting periods beginning after December 15, 2025, with early adoption permitted.

The Company adopted both the practical expedient and accounting policy election effective upon issuance of the standard. The impact of the adoption was not considered material to the financial statements and primarily resulted in new/ enhanced disclosures only.

Reclassifications

Certain prior year amounts have been reclassified to conform with the present year presentation.

Subsequent events

The Company has conducted an evaluation of potential subsequent events occurring after the balance sheet date through December 19, 2025, which is the date the financial statements are available to be issued. No subsequent events requiring disclosure were noted.

NOTE B: LINES OF CREDIT

The Company has lines of credit available in the aggregate amount of $195,000 with interest rates varying from 8.5% to 17.5%, which are secured by the general assets of the Company and the personal guarantee of one of the stockholders. There were no amounts outstanding at October 31, 2025 and 2024.

NOTE C: INCOME TAXES

The Company is a C-corporation for federal and state tax purposes.

Deferred income taxes arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or noncurrent, depending on the classification of the asset and liability to which they relate.

The Company has a federal net operating loss carryforward of approximately $820,000 available at October 31, 2025, to offset future taxable income. In addition, the Company has a New York State net operating loss carryforward of approximately $755,000. These carryforwards have no expiration date. The future benefit of the net operating loss carryforwards is uncertain, and, accordingly, a full valuation allowance has been recorded against the deferred tax asset.

Deferred tax assets resulting from temporary differences are as follows:

	October 31,	
	2025	2024
Net operating loss carryforwards	$ 172,128	$ 110,774
Less valuation allowance	(172,128)	(110,774)
	$ -	$ -

The Company is taxed under the provisions of the Internal Revenue Code and applicable state tax laws. The Company files tax returns in various jurisdictions and is subject to potential examination by taxing authorities. The Company's current and prior three years tax returns remain subject to review by taxing authorities. Management of the Company believes it has no material uncertain tax positions and, accordingly it has not recognized any liability for unrecognized tax benefits.

NOTE D: LEASES

The Company has operating leases for certain facilities in the Greater Rochester, New York area and Florida from both related parties and third parties. The leases have monthly payments ranging from approximately $780 to $15,525 through October 2032.

A summary of lease right-of-use assets and liabilities are as follows:

	Balance Sheet Classification	October 31, 2025	October 31, 2024
Assets			
Right-of-use assets	Other Assets	$ 1,120,595	$ 1,384,172
Liabilities			
Current portion of lease liabilities	Current Liabilities	$ 322,279	$ 300,238
Long-term lease liabilities	Other Liabilities	849,468	1,130,101
		$ 1,171,747	$ 1,430,339

The components of lease expense were as follows:

	Year ended October 31, 2025	Year ended October 31, 2024
Operating lease cost	$ 410,800	$ 319,157

Minimum future lease payments under non-cancelable operating leases as of October 31, 2025, for each of the next five years and in the aggregate are:

Year ending October 31,	Operating Leases
2026	$ 400,654
2027	332,882
2028	337,371
2029	111,579
2030	61,200
Thereafter	133,200
Total lease payments	1,376,886
Less: Interest	(205,139)
Present value of lease liabilities	$ 1,171,747

NOTE D: LEASES, Cont'd

Supplemental information:

	October 31, 2025	October 31, 2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows paid for operating leases	$ 405,190	$ 72,586
Right-of-use assets obtained in exchange for new lease liabilities (non-cash):		
Operating leases	$ 45,593	$ 213,732
Weighted-average remaining lease term:		
Operating leases	4.06 years	5.06 years
Weighted-average discount rate:		
Operating leases	7.87%	8.00%

NOTE E: MAJOR SUPPLIER

During the years ended October 31, 2025 and 2024, the company purchased 100% of its product mix for custard from one supplier. There were no amounts due to that supplier at October 31, 2025 or 2024. Ownership of the custard mix recipe is retained by the Company and could be produced by another supplier.

NOTE F: MULTIPLE UNIT FRANCHISE AGREEMENT

During the year ended October 31, 2022, the Company entered into a Multiple Unit Franchise Agreement (MUFA) with a Franchisee granting exclusive rights to develop the State of Texas. The MUFA, as amended, requires that the Franchisee pay the Company a franchise fee for each location opened, as well as ongoing royalties and advertising fees. The Company is required under the terms of the MUFA to maintain a separate advertising fund for the State of Texas franchise units. As of October 31, 2025, the Company is compliant with this requirement and the balance of the advertising fund is $56,816.

During the year ended October 31, 2023, the MUFA was amended to include Franchisee's acknowledgment of, and approval of, the Company entering into a Development Agreement with an unrelated franchisee to develop eight (8) locations within the State of Texas. See Notes to Financial Statements, Note G, Development Agreement.

At October, 31, 2025 and 2024, the amount Due to franchisee of $54,571 represents deferred revenue from the Franchisee under the MUFA agreement.

The Franchisee is required to comply in all company standards, systems, operating procedures, and proprietary branding methods. As of October 31, 2025, the Franchisee is compliant with those requirements.

NOTE G: DEVELOPMENT AGREEMENT

During the year ended October 31, 2023, the Company entered into a Development Agreement with a Franchisee granting exclusive rights to develop eight (8) locations within the State of Texas, all of which fall within the territory outlined in the Multiple Unit Franchise Agreement referred to in Note F. The Development Agreement requires that the Franchisee open a specific number of locations within a specific period of time, pay the Company a franchise fee for each location opened, as well as ongoing royalties and advertising fees.

As of October 31, 2025, the Franchisee is not compliant with the terms and conditions of the Development Agreement.

ABBOTT'S FROZEN CUSTARD, INC.

OTHER FINANCIAL INFORMATION

ABBOTT'S FROZEN CUSTARD, INC.

SCHEDULES OF SELLING AND ADMINISTRATIVE EXPENSES

	Year Ended October 31,			
	2025		2024	
	Amount	Percent	Amount	Percent
Advertising	$ 228,242	11.1 %	$ 264,681	11.7 %
Automobile and travel	75,584	3.7	106,754	4.7
Utilities	131,705	6.4	113,676	5.0
Insurance	115,727	5.7	125,487	5.5
Security	4,980	.2	7,379	.3
Repairs and maintenance	109,944	5.4	155,593	6.9
Office, credit cards, and payroll fees	102,673	5.0	121,563	5.4
Payroll	252,181	12.3	227,857	10.1
Payroll taxes	78,656	3.8	65,124	2.9
Computer and consulting fees	96,922	4.8	145,616	6.4
Professional fees	292,881	14.3	301,097	13.3
Lease expenses and real estate taxes	440,561	21.5	516,503	22.8
Depreciation and amortization	105,732	5.2	112,347	5.0
Miscellaneous expense	11,411	.6	-	-
	$ 2,047,199	100.0 %	$ 2,263,677	100.0 %

ABBOTT'S FROZEN CUSTARD, INC.

FINANCIAL STATEMENTS
AND
SUPPLEMENTAL SCHEDULES
FOR THE YEARS ENDED
OCTOBER 31, 2024 AND 2023

ABBOTT'S FROZEN CUSTARD, INC.
ROCHESTER, NEW YORK

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GELSOMINO & COMPANY, CPA'S

P.O. Box 110
Spencerport, New York 14559-0110
(585) 698-8730

INDEPENDENT AUDITOR'S REPORT

November 8, 2024

To the Stockholder of
Abbott's Frozen Custard, Inc.
Rochester, New York

Report on the Financial Statements
We have audited the accompanying balance sheets of Abbott's Frozen Custard, Inc. (a New York Corporation) as of October 31, 2024 and 2023, and the related statements of (loss), retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above, present fairly, in all material respects, the financial position of Abbott's Frozen Custard, Inc. as of October 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Report on Supplementary Information
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 13 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Gelsomino + Company CPAs

ABBOTT'S FROZEN CUSTARD, INC.
ROCHESTER, NEW YORK
BALANCE SHEETS
FOR THE YEARS ENDED OCTOBER 31, 2024 AND 2023

ASSETS

	2024	2023
Current assets:		
Cash	$ 389,224	$ 507,103
Accounts receivable	164,740	90,368
Inventory	498,220	456,922
Total current assets	1,052,184	1,054,393
Property:		
Equipment and furniture	1,154,169	1,134,090
Leasehold improvements	1,966,597	1,931,386
Right of Use Assets	1,941,834	1,728,102
	5,062,600	4,793,578
Less: accumulated depreciation	(2,081,541)	(1,672,965)
Total property - net	2,981,059	3,120,613
Other asset:		
Prepaid expenses	70,475	85,235
Total other asset	70,475	85,235
Total assets	$ 4,103,718	$ 4,260,241

See Notes to Financial Statements.

ABBOTT'S FROZEN CUSTARD, INC.
ROCHESTER, NEW YORK
BALANCE SHEETS
FOR THE YEARS ENDED OCTOBER 31, 2024 AND 2023

LIABILITIES AND STOCKHOLDER'S EQUITY

	2024	2023
Current liabilities:		
Accounts payable	$ 218,646	$ 67,237
Sales tax payable	11,631	10,604
Tips payable	437	18
Accrued expenses	43,522	-
Deferred revenue	864,400	960,600
Due to franchisee	54,571	-
Accrued income tax	(1,500)	(6,947)
Gift cards	215,349	187,478
Lease liability, current	300,238	279,785
Total current liabilities	1,707,294	1,498,775
Long-term liabilities:		
Lease liability, long-term	1,130,101	1,223,140
Total long-term liabilities	1,130,101	1,223,140
Total liabilities	2,837,395	2,721,915
Contingencies (Note 5)		
Stockholder's equity		
Common stock, $100 par value, 200 shares authorized, 130 shares issued and outstanding	13,000	13,000
Paid-in-capital	2,000	2,000
Retained earnings	1,251,323	1,523,326
Total stockholder's equity	1,266,323	1,538,326
Total liabilities and stockholder's equity	$ 4,103,718	$ 4,260,241

See Notes to Financial Statements

ABBOTT'S FROZEN CUSTARD, INC.
ROCHESTER, NEW YORK
STATEMENTS OF (LOSS) AND RETAINED EARNINGS
FOR THE YEARS ENDED OCTOBER 31, 2024 AND 2023

	2024		2023	
	Amount	% of Revenues	Amount	% of Revenues
Revenues:				
Retail and wholesale revenue - net of coupons in the amount of $8,882 and $7,248 respectively	$ 4,434,998	85.2%	$ 3,877,845	85.1%
Franchise fee revenue	84,201	1.6%	80,681	1.8%
Royalty and advertising revenue	687,280	13.2%	598,057	13.1%
Total revenues	5,206,479	100.0%	4,556,583	100.0%
Cost of revenues:				
Beginning inventory	456,922	8.8%	380,820	8.3%
Purchases - retail and wholesale	1,949,179	37.4%	1,727,561	37.9%
Payroll, taxes & benefits	1,310,889	25.2%	1,239,075	27.2%
	3,716,990	71.4%	3,347,456	73.4%
Ending inventory	498,220	9.6%	456,922	10.0%
Total cost of revenues	3,218,770	61.8%	2,890,534	63.4%
Gross profit	1,987,709	38.2%	1,666,049	36.6%
Selling and administrative expenses	2,263,677	43.5%	1,929,315	42.3%
(Loss) from operations	(275,968)	-5.3%	(263,266)	-5.7%
Other income:				
Government grants & gift cards	-	0.0%	43,173	0.9%
Interest	3,965	0.1%	7,701	0.1%
Total other income	3,965	0.1%	50,874	1.0%
(Loss) before provision for income taxes	(272,003)	-5.2%	(212,392)	-4.7%
Provision for income taxes	-	0.0%	(12,448)	-0.3%
Net (loss)	(272,003)	-5.2%	(199,944)	-4.4%
Retained earnings, beginning of year	1,523,326		1,723,270	
Retained earnings, end of year	$ 1,251,323		$ 1,523,326	

See Notes to Financial Statements

ABBOTT'S FROZEN CUSTARD, INC.
ROCHESTER, NEW YORK
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED OCTOBER 31, 2024 AND 2023

	2024	2023
Cash flows from operating activities:		
Net (loss)	$ (272,003)	$ (199,944)
Adjustments to reconcile net income to net cash flow from operating activities		
Depreciation and amortization	112,347	95,635
Change in:		
Accounts receivable	(74,372)	(14,705)
Inventory	(41,298)	(76,102)
Prepaid expenses	14,760	(1,388)
Accounts payable	151,409	(30,192)
Sales tax payable	1,027	819
Tips payable	419	18
Accrued expenses	43,522	-
Deferred revenue	(96,200)	385,000
Due to franchisee	54,571	-
Accrued income tax	5,447	(13,119)
Gift cards	27,871	(20,091)
Net cash provided (used) by operating activities	(72,500)	125,931
Cash flows from investing activities:		
Net change in property	(45,379)	(692,469)
Net cash (used) by investing activities	(45,379)	(692,469)
Cash flows from financing activities:		
Line of credit advances	73,279	-
Line of credit repayments	(73,279)	-
Net cash provided by financing activities	-	-
Net increase (decrease) in cash	(117,879)	(566,538)
Cash, beginning of year	507,103	1,073,641
Cash, end of year	$ 389,224	$ 507,103

Supplemental Disclosures of Non-Cash Investing and Financing Activities

The following summmarizes cash flow information related to leases for the years ending October 31, 2024 and 2023:

	2024	2023
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash provided (used) by operating leases	$ (72,586)	$ 443,519
Lease assets obtained in exchange for lease obligations		
Operating leases	$ 213,732	$ 1,946,444

See Notes to Financial Statements.

ABBOTT'S FROZEN CUSTARD, INC.
ROCHESTER, NEW YORK

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED OCTOBER 31, 2024 AND 2023

Note 1 **Summary of Significant Accounting Policies**

Nature of Business
The Company owns and operates several retail frozen custard stores in the states of New York and Florida. In addition, as a franchiser it sells the rights to outside parties to operate frozen custard stores under its name and trademark. The custard products sold by the franchises are purchased from the Company and credit is often extended, on an unsecured basis, to the franchisees for these purchases.

Method of Accounting
The Company reports on the accrual basis of accounting which recognizes income when earned and expenses when incurred.

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

Concentration of Credit Risk
The Company maintains cash and cash equivalents at financial institutions, which periodically may exceed federally insured amounts.

Inventory
Inventory, which consists of supplies and condiments, is stated at the lower of cost, on an average cost basis, or market.

Accounts Receivable
The Company has receivables that arise from credit sales. Losses from uncollectible receivables are accrued when it is probable that a receivable is impaired, and the amount of the loss can be reasonably estimated. As of the date of these financial statements, management believes that neither of these conditions exist with regard to receivables and, as such, an allowance for doubtful accounts has not been established.

Property
The cost of property is depreciated over the estimated useful lives of the related assets, ranging from five to forty years. The cost of improvements is depreciated over the lesser of the length of the related leases or the useful lives of the assets. Depreciation is computed using straight-line and accelerated methods. Depreciation charged to operations amounted to $112,347 and $95,635 for the years ended October 31, 2024 and 2023, respectively.

Note 1 **Summary of Significant Accounting Policies - Continued**

Revenue Recognition

On May 28, 2014, the FASB issued the New Revenue Standard, also referred to as ASC 606, Revenue From Contracts With Customers ("ASC 606"), which replaces numerous revenue recognition requirements in GAAP, including industry-specific requirements, and provides companies with a single revenue recognition model for recognizing revenue from contracts with Customers. The New Revenue Standard establishes a five-step model whereby revenue is recognized as performance obligations within a contract are satisfied in an amount that reflects the consideration the Company expects to receive in exchange for satisfaction of those performance obligations, or standalone selling price.

The New Revenue Standard also requires new, expanded disclosures regarding revenue recognition. The Company adopted the provisions of the New Revenue Standard effective November 1, 2020, using the full retrospective method. Results for the years ended October 31, 2020 and 2019, have not been recast under the New Revenue Standard in order to be comparative with current period results in the accompanying Statements of Income and Cash Flows as the amounts were negligible. There was also no recast performed to the accompanying Balance Sheets as of October 31, 2020 and 2019. Additionally, on November 1, 2020, the Company elected to early adopt FASB Accounting Standards Update ("ASU") No. 2021-02, concurrently with the adoption of ASC Topic 606. The Company derives its revenues from franchise fees and royalties.

In accordance with the Standard, the Company recognized Franchise fee revenue from five (5) new franchise locations, one (1) transferred location, one (1) forfeited location, and a Multiple Unit Franchise Agreement; and one (1) new franchise location, one (1) transferred location, two (2) forfeited locations, and a Multiple Unit Franchise Agreement, on a pro-rata basis, for the years ended October 31, 2024 and 2023, respectively. The Company's revenues were comprised of the following at October 31:

	2024	2023
Retail and wholesale revenue	$ 4,434,998	$ 3,877,845
Franchise fee revenue	84,201	80,681
Royalty and advertising revenue	687,280	598,057
	$ 5,206,479	$ 4,556,583

Note 1 **Summary of Significant Accounting Policies - Continued**

Revenue Recognition - Continued

The Company's revenue recognition policies for its primary sources of revenue are as follows:

Retail and wholesale revenue: Revenue is recognized as products are sold to customers at the Company's retail locations or delivered to franchisees at their respective locations as part of the Company's wholesale operations. The performance obligations of these implicit contracts are satisfied at a point in time and billed to the customers as the sale is completed. Fees are charged based on established prices which are reviewed by management periodically. The Company records revenue at the amount it expects to receive and is paid as each sale is completed for retail sales and in accordance with the customers' individual terms for wholesale sales. Retail and wholesale revenue is recorded net of any applicable sales tax.

Franchise fee revenue: Revenue is recognized as the Company satisfies its performance obligations under the terms and conditions of the franchise agreement. The Company's collective performance obligations are to provide assistance in site selection, equipment, and initial training to its franchisees. Performance obligations are satisfied concurrently over the terms of the contract and are fulfilled in their entirety prior to the Company's year-end. Franchise fees are based on established rates, approved by the Board each year. The Company records revenue at the amount it expects to receive and is paid prior to the franchisee opening their retail operation to the public. Franchise fee revenue is recorded net of any applicable sales tax.

Royalty and advertising revenue: Revenue is recognized as the Company satisfies its performance obligations under the terms and conditions of the franchise agreement. The Company's collective performance obligations are to provide annual brand standards and advertising for the entire brand. Performance obligations are satisfied concurrently over the terms of the contract and are fulfilled in their entirety prior to the Company's year-end. Royalty and advertising fees are based on established rates, approved by the Board each year. The Company records revenue at the amount it expects to receive and is paid in accordance with the individual franchisee terms. Royalty and advertising revenue is recorded net of any applicable sales tax.

Advertising
Advertising costs are charged to operations when incurred. Advertising expense, net of reimbursements from franchisees, amounted to $264,681 and $303,438 for the years ended October 31, 2024 and 2023, respectively.

Note 1 **Summary of Significant Accounting Policies - Continued**

Recent Accounting Pronouncements

In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)*. ASU 2016-02 requires the recognition of lease assets and lease liabilities by lessees for those leases currently classified as operating leases and makes certain changes to the accounting for lease expenses. The main difference between the guidance in ASU 2016-02 and current GAAP is the recognition of lease assets and lease liabilities by lessees for those leases classified as operating leases under current GAAP. During the year ended October 31, 2024, the Company adopted ASU 2016-02 for its leasing agreements, along with the practical expedient, which allows modifications of contracts to be applied at the time of adoption. As a result of implementing ASU No. 2016-02, the Company recognized right-of-use assets and lease liabilities totaling $1,946,444 in its financial statements as of November 1, 2022.

Note 2 **Line of Credit**

The Company has lines of credit available in the aggregate amount of $195,000 with interest rates varying from 8.5% to 17.5%, which are secured by the general assets of the Company and the personal guarantee of the shareholder. Amounts outstanding as of October 31, 2024 and 2023 were $-0- and $-0-, respectively.

Note 3 **Income Taxes**

The Company is a corporation for federal and state tax purposes. There was no provision for income taxes for the year ending October 31, 2024.

Deferred income taxes arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or noncurrent, depending on the classification of the asset and liability to which they relate. There was no charge to operations for deferred income taxes for the years ended October 31, 2024 and 2023.

Note 4 **Leases**

The Company determines if an arrangement is or contains a lease at inception. Leases are included in right-of-use (ROU) assets and lease liabilities in the financial statements. ROU assets and lease liabilities reflect the present value of the future minimum lease payments over the lease term, and ROU assets also include prepaid or accrued rent. Operating lease expense is recognized on a straight-line basis over the lease term. The Company does not report ROU assets and lease liabilities for its immaterial or short-term leases (leases with a term of 12 months or less). Instead, the lease payments of those leases are reported as lease expense on a straight-line basis over the lease term.

The Company evaluated current contracts to determine which met the criteria of a lease. The ROU assets represent the Company's right to use the underlying assets for the lease term, and the lease liabilities represent the Company's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future minimum lease payments over the lease terms. The Company has made an accounting policy election to use a risk-free rate in lieu of its incremental borrowing rate to discount future lease payments.

The Company's operating leases consist of real estate leases for retail and wholesale operations.

Operating Leases

The Company leases its corporate-owned locations under operating leases expiring through October 31, 2032. Minimum future lease payments under non-cancelable operating leases as of October 31, 2024, for each of the next five years and in the aggregate are:

Operating Leases:

2025	$ 400,965
2026	358,408
2027	332,882
2028	337,371
2029	115,884
Thereafter	194,400
Total lease payments	$ 1,739,910
Less Present Value Discount	$ (309,571)
Total Lease Obligations	$ 1,430,339

Note 4 **Leases - Continued**

Lease expense, including property taxes, amounted to $516,503 and $472,030 for the years ended October 31, 2024 and 2023, respectively.

Note 5 **Major Supplier**

During the year ended October 31, 2024, the company purchased 100% of its product mix for custard from one supplier. Amounts due to that supplier included in accounts payables amounted to $-0- and $-0- for the years ended October 31, 2024 and 2023, respectively. Ownership of the custard mix recipe is retained by the Company and could be produced by another supplier.

Note 6 **Multiple Unit Franchise Agreement**

During the year ended October 31, 2022, the company entered into a Multiple Unit Franchise Agreement (MUFA) with a Franchisee granting exclusive rights to develop the State of Texas. The MUFA, as amended, requires that the Franchisee pay the company a franchise fee for each location opened, as well as ongoing royalties and advertising fees. The company is required under the terms of the MUFA to maintain a separate advertising fund for the State of Texas franchise units. As of October 31, 2024, the company is compliant with this requirement and the balance of the advertising fund is $19,208.

During the year ended October 31, 2023, the MUFA was amended to include Franchisee's acknowledgment of, and approval of, the company entering into a Development Agreement with an unrelated franchisee to develop eight (8) locations within the State of Texas. See Notes to Financial Statements, Note 7, Development Agreement.

The Franchisee is required to comply in all company standards, systems, operating procedures, and proprietary branding methods. As of October 31, 2024, the Franchisee is compliant with those requirements.

Note 7 **Development Agreement**

During the year ended October 31, 2023, the company entered into a Development Agreement with a Franchisee granting exclusive rights to develop eight (8) locations within the State of Texas, all of which fall within the territory outlined in the Multiple Unit Franchise Agreement referred to in Notes to Financial Statements, Note 6. The Development Agreement requires that the Franchisee open a specific number of locations within a specific period of time, pay the company a franchise fee for each location opened, as well as ongoing royalties and advertising fees.

As of October 31, 2024, the Franchisee is not complaint with the terms and conditions of the Development Agreement.

ABBOTT'S FROZEN CUSTARD, INC.
ROCHESTER, NEW YORK

SELLING AND ADMINISTRATIVE EXPENSES
FOR THE YEARS ENDED OCTOBER 31, 2024 AND 2023

	2024		2023	
	Amount	%	Amount	%
Advertising	$ 264,681	11.7%	$ 303,438	15.7%
Automobile and travel	106,754	4.7%	82,842	4.3%
Utilities	113,676	5.0%	101,837	5.2%
Insurance	125,487	5.5%	111,095	5.7%
Security	7,379	0.3%	10,625	0.6%
Repairs and maintenance	155,593	6.9%	148,564	7.7%
Office, credit card and payroll fees	121,563	5.4%	81,082	4.2%
Payroll	227,857	10.1%	218,833	11.3%
Payroll taxes and benefits	65,124	2.9%	63,898	3.3%
Computer and consulting fees	145,616	6.4%	72,536	3.8%
Professional fees	301,097	13.3%	166,900	8.7%
Lease expenese and real estate taxes	516,503	22.8%	472,030	24.5%
Depreciation and amortization	112,347	5.0%	95,635	5.0%
	$ 2,263,677	100.0%	$ 1,929,315	100.0%

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

ABBOTT'S FROZEN CUSTARD, INC.
BALANCE SHEET
As of 01/24/2026

	2026 ACTUALS All Sub Accounts	
ASSETS		
CURRENT ASSETS:		
CASH - UNRESTRICTED	$ 8,333.94	
CASH - KEYBANK MONEY MARKET	4,761.15	
CASH - KEYBANK GIFT CARD	191,429.77	
ACCOUNTS RECEIVABLE - TRADE	107,066.53	
INVENTORY - SUPPLIES	390,953.51	
EQUIPMENT INVENTORY	(7.04)	
TOTAL CURRENT ASSETS		$ 702,537.86
FIXED ASSETS:		
OPERATING ROU ASSET	$ 1,796,468.63	
EQUIPMENT & FURNITURE	1,161,590.86	
LEASEHOLD IMPROVEMENTS	1,999,970.60	
A/A - OPERATING ROU ASSET	(675,874.44)	
ACCUMULATED DEPRECIATION	(1,654,335.86)	
FIXED ASSETS - NET		$ 2,627,819.79
OTHER ASSETS:		
PREPAID INSURANCE	48,939.32	
PREPAID WORKERS COMP	3,547.94	
SECURITY DEPOSITS	14,316.00	
OTHER ASSETS		$ 66,803.26
TOTAL ASSETS		$ 3,397,160.91

ABBOTT'S FROZEN CUSTARD, INC.
BALANCE SHEET
As of 01/24/2026

	2026 ACTUALS All Sub Accounts	
LIABILITIES & EQUITY		
CURRENT LIABILITIES:		
ACCOUNTS PAYABLE	$ 237,678.44	
RECEIVINGS ACCRUAL	(2,506.03)	
ACCRUED PAYROLL	24,456.07	
SALES TAX PAYABLE - NY	2,052.26	
SALES TAX PAYABLE - FL	2,730.00	
DEFERRED REVENUE	817,200.00	
DUE TO SOUTHERN SCOOPS LLC	54,570.50	
TIPS PAYABLE	11.43	
ACCRUED NYS FRANCHISE TAX	(3,318.00)	
LEASE LIABILITY (CP)	322,278.76	
N/P - KEYBANK (LINE & PPP)	95,500.00	
N/P - CHASE (CP) #2927 $75K	31,049.60	
DUE TO (FROM) VALUE-CORP STORE	79,831.35	
DUE TO (FROM) VALUE-FRANCHISEE	190,072.20	
TOTAL CURRENT LIABILITIES		$ 1,851,606.58
LONG-TERM LIABILITIES:		
LEASE LIABILITY (LT)	$ 849,467.57	
N/P - CHASE (LT) #2927 $75K	(83.29)	
TOTAL LONG-TERM LIABILITIES		$ 849,384.28
TOTAL LIABILITIES		$ 2,700,990.86
OWNERS EQUITY:		
COMMON STOCK	$ 13,000.00	
ADDITIONAL PAID IN CAPITAL	2,000.00	
NET INCOME (LOSS)	$ (312,989.59)	
RETAINED EARNINGS	994,159.64	
TOTAL OWNERS EQUITY		$ 696,170.05
TOTAL LIABILITIES & EQUITY		$ 3,397,160.91

ABBOTT'S FROZEN CUSTARD, INC.
PROFIT & LOSS STATEMENT

Period: 12/28/2025 to 01/24/2026

	2026 CURRENT PERIOD ACTUALS All Sub Accounts Amount	Ratio	2026 YEAR-TO-DATE ACTUALS All Sub Accounts Amount	Ratio	2025 CURRENT PERIOD COMPARATIVES All Sub Accounts Amount	Ratio	2025 YEAR-TO-DATE COMPARATIVES All Sub Accounts Amount	Ratio
GROSS SALES:								
RETAIL SALES	$ 85,546.50	48.07	$ 255,120.95	49.28	$ 81,934.50	53.84	$ 254,946.25	52.11
WHOLESALE SALES	66,815.97	37.55	176,152.24	34.03	43,393.08	28.52	139,592.44	28.53
ROYALTIES	20,517.97	11.53	70,123.21	13.55	22,100.17	14.52	79,170.56	16.18
SALES - EQUIPMENT	4.22	.00	8.44	.00	0.00	.00	0.00	.00
ADVERTISING FEES	5,328.33	2.99	17,082.39	3.30	4,882.98	3.21	16,181.72	3.31
GROSS SALES	$ 178,212.99	100.15	$ 518,487.23	100.16	$ 152,310.73	100.09	$ 489,890.97	100.13
DISCOUNTS:								
COUPONS - RETAIL	(258.05)	.15-	(804.74)	.16-	(135.13)	.09-	(646.25)	.13-
TOTAL DISCOUNTS	$ (258.05)	.15-	$ (804.74)	.16-	$ (135.13)	.09-	$ (646.25)	.13-
NET SALES	$ 177,954.94	100.00	$ 517,682.49	100.00	$ 152,175.60	100.00	$ 489,244.72	100.00
COST OF GOODS SOLD:								
PURCHASES:								
RETAIL	$ 29,079.93	16.34	$ 65,532.18	12.66	$ 31,262.60	20.54	$ 75,230.15	15.38
FREIGHT	514.33	.29	4,840.53	.94	2,664.01	1.75	4,920.35	1.01
DISCOUNTS ALLOWED	(150.00)	.08-	(150.00)	.03-	(600.00)	.39-	(600.00)	.12-
WHOLESALE	54,716.18	30.75	143,798.28	27.78	24,602.52	16.17	103,383.98	21.13
EQUIPMENT	3.52	.00	7.04	.00	0.00	.00	0.00	.00
TOTAL PURCHASES	$ 84,463.96	47.46	$ 214,328.03	41.40	$ 59,129.13	38.86	$ 184,134.48	37.64
PAYROLL & BENEFITS:								
PAYROLL	$ 62,716.04	35.24	$ 189,629.01	36.63	$ 60,697.83	39.89	$ 198,400.23	40.55
PAYROLL TAXES	6,271.03	3.52	16,562.96	3.20	6,580.44	4.32	17,952.41	3.67
WORKERS COMP EXPENSE	600.91	.34	1,849.48	.36	585.30	.38	1,980.86	.40
HEALTH INSURANCE	1,361.88	.77	4,085.64	.79	1,141.89	.75	3,618.79	.74
TOTAL PAYROLL & BENEFITS	$ 70,949.86	39.87	$ 212,127.09	40.98	$ 69,005.46	45.35	$ 221,952.29	45.37
TOTAL COST OF GOODS SOLD	$ 155,413.82	87.33	$ 426,455.12	82.38	$ 128,134.59	84.20	$ 406,086.77	83.00
GROSS PROFIT	$ 22,541.12	12.67	$ 91,227.37	17.62	$ 24,041.01	15.80	$ 83,157.95	17.00

ABBOTT'S FROZEN CUSTARD, INC.
PROFIT & LOSS STATEMENT

Period: 12/28/2025 to 01/24/2026

	2026 CURRENT PERIOD ACTUALS All Sub Accounts Amount	Ratio	2026 YEAR-TO-DATE ACTUALS All Sub Accounts Amount	Ratio	2025 CURRENT PERIOD COMPARATIVES All Sub Accounts Amount	Ratio	2025 YEAR-TO-DATE COMPARATIVES All Sub Accounts Amount	Ratio
DIRECT OPERATING:								
ADVERTISING - PAYROLL	$ 4,020.00	2.26	$ 9,713.85	1.88	$ 3,400.00	2.23	$ 10,959.46	2.24
ADVERTISING	4,412.44	2.48	14,727.44	2.84	5,941.19	3.90	24,350.95	4.98
AUTO & TRAVEL	3,945.69	2.22	19,983.15	3.86	4,268.99	2.81	8,974.71	1.83
CASH OVER (UNDER)	154.21	.09	1,000.70	.19	(262.03)	.17-	1,049.21	.21
DISPOSAL	561.46	.32	2,128.30	.41	1,066.95	.70	2,964.71	.61
EXTERMINATING	164.77	.09	587.30	.11	200.32	.13	653.86	.13
GAS & ELECTRIC	8,960.69	5.04	21,541.49	4.16	4,519.53	2.97	23,393.20	4.78
INSURANCE - GENERAL	6,754.02	3.80	20,262.06	3.91	5,561.82	3.65	16,685.46	3.41
REPAIRS - BUILDING	2,857.97	1.61	9,052.83	1.75	4,925.06	3.24	10,748.40	2.20
REPAIRS - EQUIPMENT	2,583.73	1.45	7,099.41	1.37	4,605.98	3.03	11,231.78	2.30
TELEPHONE	420.13	.24	1,235.51	.24	274.06	.18	792.99	.16
WATER	474.87	.27	860.68	.17	472.18	.31	1,462.11	.30
TOTAL DIRECT OPERATING EXPENSE	$ 35,309.98	19.84	$ 108,192.72	20.90	$ 34,974.05	22.98	$ 113,266.84	23.15
ADMINISTRATIVE:								
ADVERTISING	$ 0.00	.00	$ 14,907.88	2.88	$ 2,547.92	1.67	$ 9,489.35	1.94
AUTO & TRAVEL	438.47	.25	1,568.07	.30	305.19	.20	1,129.02	.23
AUTO LEASE EXPENSE	1,703.25	.96	4,387.90	.85	1,960.44	1.29	5,224.32	1.07
ARCHITECHT FEES	3,319.17	1.87	4,069.17	.79	0.00	.00	0.00	.00
BANK CHARGES	396.01	.22	915.23	.18	1,356.96	.89	1,647.71	.34
CREDIT CARD PROCESSING CHARGES	3,025.73	1.70	9,673.12	1.87	2,182.28	1.43	9,336.13	1.91
CG FEE FOR ONLINE PURCHASE	0.00	.00	0.00	.00	71.23	.05	33.58	.01
COMPUTER SUPPLIES & CONSULTING	6,943.62	3.90	19,496.90	3.77	3,805.11	2.50	15,442.47	3.16
EXTERMINATING	163.50	.09	163.50	.03	163.50	.11	163.50	.03
GAS & ELECTRIC	298.88	.17	659.61	.13	307.62	.20	549.47	.11
INSURANCE - GENERAL	3,181.27	1.79	7,641.67	1.48	3,129.30	2.06	14,667.11	3.00
INTEREST EXPENSE (INCOME)	535.94	.30	705.44	.14	(298.91)	.20-	(866.29)	.18-
OFFICE & POSTAGE	1,178.09	.66	2,609.82	.50	(8.41)	.01-	7,847.46	1.60
PAYROLL	18,426.04	10.35	55,278.12	10.68	17,610.96	11.57	52,832.88	10.80
PAYROLL TAXES	2,264.62	1.27	5,884.10	1.14	2,101.80	1.38	8,533.01	1.74
WORKERS COMP EXPENSE	48.94	.03	143.95	.03	46.19	.03	139.17	.03
INSURANCE - HEALTH	(120.17)	.07-	7,872.45	1.52	3,657.30	2.40	10,212.67	2.09
PAYROLL SERVICE FEES	1,241.49	.70	1,822.84	.35	1,062.83	.70	1,776.64	.36
PROFESSIONAL FEES	3,497.00	1.97	13,290.19	2.57	7,418.00	4.87	19,330.00	3.95
REPAIRS - BUILDING	0.00	.00	939.60	.18	0.00	.00	820.48	.17
TELEPHONE	390.16	.22	1,222.81	.24	130.54	.09	810.93	.17
TOTAL ADMINISTRATIVE EXPENSES	$ 46,932.01	26.37	$ 153,252.37	29.60	$ 47,549.85	31.25	$ 159,119.61	32.52
CONTROLLABLE INCOME	$ (59,700.87)	33.55-	$ (170,217.72)	32.88-	$ (58,482.89)	38.43-	$ (189,228.50)	38.68-

ABBOTT'S FROZEN CUSTARD, INC.
PROFIT & LOSS STATEMENT

Period: 12/28/2025 to 01/24/2026

	2026 CURRENT PERIOD ACTUALS All Sub Accounts Amount	Ratio	2026 YEAR-TO-DATE ACTUALS All Sub Accounts Amount	Ratio	2025 CURRENT PERIOD COMPARATIVES All Sub Accounts Amount	Ratio	2025 YEAR-TO-DATE COMPARATIVES All Sub Accounts Amount	Ratio
NON-CONTROLLABLE EXPENSES:								
AMORTIZATION & DEPRECIATION	$ 8,241.86	4.63	$ 24,725.58	4.78	$ 7,855.79	5.16	$ 23,567.37	4.82
PROPERTY TAXES	9,556.32	5.37	9,556.32	1.85	9,011.12	5.92	9,011.12	1.84
RENT	36,542.66	20.53	108,603.14	20.98	33,352.56	21.92	99,935.28	20.43
TOTAL NON-CONTROLLABLE EXPENSE	$ 54,340.84	30.54	$ 142,885.04	27.60	$ 50,219.47	33.00	$ 132,513.77	27.09
NET INCOME (LOSS)	$ (114,041.71)	64.08-	$ (313,102.76)	60.48-	$ (108,702.36)	71.43-	$ (321,742.27)	65.76-

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit B

FRANCHISE AGREEMENT



ABBOTT'S
FRANCHISE AGREEMENT

Between

ABBOTT'S FROZEN CUSTARD, INC.

and

_____

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

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ABBOTT'S
FRANCHISE AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 20___, by and between **ABBOTT'S FROZEN CUSTARD, INC.**, a New York corporation, having its principal place of business at 4791 Lake Avenue, Rochester, New York ("Franchisor" or "Abbott's"); and _____ _____, jointly and severally where more than one, having its principal place of business at _____, ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor has developed and owns a unique system for opening and operating retail frozen custard (and related products) stands using a unique method for the preparation, marketing, distribution, and serving of ice cream products, including frozen custard and related products (the "Abbott's System" or "System");

WHEREAS, the distinguishing characteristics of Franchisor's Abbott's System include, without limitation, the names "Abbott's" and "Abbott's Frozen Custard"; specially designed color schemes, signs, emblems; confidential formulas, recipes and recipes used in the preparation of ice cream products; specialized menus; and standards and specifications for equipment, equipment layouts, products, operating procedures, marketing and management programs, all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, Franchisor identifies the Abbott's System by means of certain trade names, service marks, trademarks, logos, emblems, and other indicia of origin, including, but not limited to, the marks "Abbott's," "Abbott's Frozen Custard," and such other trade names, service marks, trademarks, and trade dress as are now, or may hereafter, be designated by Franchisor for use in connection with the Abbott's System (collectively referred to as the "Proprietary Marks");

WHEREAS, Franchisor continues to develop, use, and control the use of such Proprietary Marks to identify for the public the source of services and products marketed thereunder in the Abbott's System and to represent the System's high standards of quality, appearance, and service;

WHEREAS, Franchisee wishes to be assisted, trained, and licensed by Franchisor as an Abbott's franchisee and licensed to use, in connection therewith, the Abbott's System; and

WHEREAS, Franchisee understands the importance of the Abbott's System and Abbott's high and uniform standards of quality, cleanliness, appearance, and service, and the necessity of opening and operating Abbott's Units (as defined below) in conformity with the Abbott's System.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPOINTMENT

1.01. Franchisor grants to Franchisee a franchise to open and operate an Abbott's frozen custard retail stand (the "Unit" or "Franchised Unit") only at and from the location identified in Exhibit "A" (the "Approved Location").

If the location is not determined at the time of signing this Agreement, Franchisee must submit to Franchisor, within thirty (30) days after execution of this Agreement, a description of the proposed site and such information or materials as Franchisor may reasonably require, in the form specified by Franchisor. Franchisor shall have fifteen (15) days after receipt of such information and materials from Franchisee to approve or disapprove, in its sole discretion, the site as a location for the Franchised Unit. In the event Franchisor does not approve a proposed site by written notice to Franchisee within such fifteen (15) day period, such site shall be deemed to be disapproved by Franchisor.

Within thirty (30) days after notice of Franchisor's approval of the proposed location (or within thirty (30) days after execution of this Agreement if the location has been determined at the time of signing), Franchisee must submit to Franchisor satisfactory evidence that the franchise is a permitted use under the zoning laws for the proposed location (or a copy of an application rezone or for a specific use permit).

Within ninety (90) days after notice of Franchisor's approval of the proposed location (or within ninety (90) days after execution of this Agreement if the location has been determined at the time of signing), Franchisee shall submit, in writing to Franchisor, satisfactory proof to Franchisor that Franchisee: (i) owns the Approved Location; or (ii) has leased the Approved Location for a term which, with renewal options, is not less than the initial term of this Agreement; or (iii) has entered into a written agreement to purchase or to lease the Approved Location on terms provided in this Section 1.01, subject only to obtaining any necessary governmental permits.

If Franchisee leases the Approved Location, then the lease must provide: (a) that, in the event Franchisee defaults under the lease, notice of the default shall immediately be forwarded to Franchisor; (b) that landlord consents to assign such lease to Franchisor or its assignee in the event this Agreement is terminated; (c) that Franchisor shall have the right, upon default under the lease or other cessation of operation at the Approved Location, to make any required modifications and alterations to the Franchised Unit, as designated in Section XVI herein; and (d) that, in the event of Franchisee defaults under the lease, Franchisor shall have the right to enter the premises and remove the equipment on-site or have the right to purchase such equipment from the landlord at net book value, if landlord has taken possession of such equipment. Upon Franchisor's reasonable request, Franchisee will provide Franchisor with a copy of Franchisee's then-current lease.

If Franchisor has not accepted the Approved Location and/or Franchisee has not entered into a lease or binding purchase commitment for the Approved Location within one hundred eighty (180) days from the date of this Agreement, then either Franchisor or Franchisee may terminate this Agreement effective upon receipt of written notice from the other party. Franchisee acknowledges and agrees that any fees paid to Franchisor pursuant to this Agreement (including, without limitation, the Franchise Fee) prior to any such termination are non-refundable.

1.02. Except as otherwise set forth herein, (i) the franchise granted to Franchisee under this Agreement is non-exclusive, and grants to Franchisee the rights to establish and operate the Franchised Unit at only the specific location set forth hereinabove, (ii) no exclusive, protected, or other territorial rights in the contiguous area or market of such Franchised Unit or otherwise is hereby granted or to be inferred and (iii) Franchisor and/or its affiliates have the right to operate and grant as many other franchises for the operation of Abbott's Units, anywhere in the world, as they shall, in their sole discretion, elect.

1.03. Franchisor retains the rights, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein: (a) to establish and operate, and license others to establish and operate a business similar to or the same as the Franchised Unit under the same or different Proprietary Marks at any location; and (b) to sell or distribute, directly or indirectly, or license others to sell or distribute ice cream products and any other products or services, including, without limitation, sales made at supermarkets, convenience stores, grocery stores, machines, variety stores, and the Internet, at any location (notwithstanding its proximity to the Unit) under the same or different Proprietary Marks as Franchisor and Franchisor's affiliates deem appropriate.

1.04. Franchisee will not, without Franchisor's prior written consent (which shall not unreasonably be withheld), move the Unit or operations or establish another Unit or operation during the term of this Agreement. If Franchisee moves the Unit or operations in accordance with this section, Franchisee and Franchisor must agree upon a new Approved Location. Franchisee will not operate any business other than a Unit from the subject location without Franchisor's written consent.

1.05. Franchisee may offer catering services for certain events and/or participate in fairs, festivals and other public community events, subject to the prior written approval and policies set by Franchisor, in its sole discretion.

1.06. Franchisee shall execute and deliver to Franchisor an Americans with Disabilities Act ("ADA") Certification in the form attached to this Agreement as Exhibit "B," to certify to Franchisor that the Franchised Unit and any proposed renovations comply with the ADA.

II. TERM

2.01. Except as otherwise provided in this Agreement, the initial term of this Franchise Agreement (the "Term") shall expire on the tenth (10^{th}) anniversary of the date of commencement of operation of the Franchised Unit. For all purposes under this Agreement, the date of commencement of operation of the Franchised Unit shall be the date verified in writing by Franchisor and delivered to Franchisee in a form substantially similar to the Notice attached hereto as Exhibit "C." Franchisee agrees and shall be obligated to operate the Franchised Unit and perform hereunder for the full Term of this Agreement.

2.02. Upon expiration of this Agreement, if Franchisee is eligible, Franchisee will be entitled to renew this franchise for one (1) additional, consecutive period of ten (10) years (a "Renewal Term"). If Franchisee wishes to renew the franchise, it must provide Franchisor with written notice of its election to renew not less than six (6) months and not more than twelve (12) months prior to the end of the Term. Upon receipt of Franchisee's renewal notice, Franchisor will conduct a review of the Franchised Unit and Franchisee's operations to assess Franchisee's eligibility for a Renewal Term. Such eligibility will depend upon whether Franchisor determines, in its reasonable discretion, that Franchisee is in good standing, which determination may include the satisfaction of any or all of the following conditions:

A. Franchisee shall not be in default of any provision of this Agreement, or of any amendment hereof or successor hereto, or of any other agreement between Franchisee and Franchisor; and Franchisee shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

B. Franchisee shall have paid or otherwise satisfied all monetary obligations owed by Franchisee to Franchisor and to any third-party suppliers, and any indebtedness of Franchisee which is guaranteed by Franchisor, and shall have timely paid or otherwise satisfied those obligations throughout the term of this Agreement;

C. Franchisee shall establish to Franchisor's satisfaction that Franchisee has the right to remain in possession of the premises of the Franchised Unit for the duration of the Renewal Term or shall obtain Franchisor's approval of a new location for the Unit for the duration of the Renewal Term;

D. Franchisee shall establish to Franchisor's satisfaction that Franchisee is able to maintain all licenses and permits necessary to operate the Franchised Unit for the duration of the Renewal Term; and

E. Neither Franchisee nor the Franchised Unit shall be in violation of any applicable law, including, without limitation, not having been subject to any material health code violations during the prior thirty-six (36) months.

If Franchisee is determined to be eligible for a Renewal Term, then Franchisor may require, in its sole discretion, satisfaction of any or all of the following as conditions for renewal:

AA. Franchisee shall comply with Franchisor's then-current training requirements;

BB. Franchisee, at its sole cost and expense, shall (i) complete such renovation and modernization of the Franchised Unit as Franchisor may reasonably require, including, without limitation, installation of new equipment and renovation of signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, and presentation of trademarks and service marks, to reflect the then-current standards of the System; and (ii) adopt and provide such services, supplies, products, methods, and procedures of doing business as an Abbott's retail stand to reflect the then-current standards of the System;

CC. Franchisee shall execute Franchisor's then-current standard form of franchise agreement and all related agreements, which shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement, including, without limitation, a higher royalty fee and advertising contribution, and additional amounts due to Franchisor other than those contained in this Agreement, provided that Franchisee will not be required to pay an initial franchise fee;

DD. Franchisee and all Franchisee owners shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its officers, directors, agents, and employees; and

EE. Franchisee shall pay to Franchisor a renewal franchise fee in an amount equal to one-quarter (1/4) of the then-current initial franchise fee.

If Franchisor determines that Franchisee is not eligible for a Renewal Term, Franchisor will notify Franchisee promptly and will provide Franchisee with the opportunity to sell its franchise to a qualified buyer prior to the expiration date of this Agreement. The buyer will receive Franchisor's then-current standard form of franchise agreement and all related agreements, for a full term.

If, for any reason, Franchisee does not receive a Renewal Term, but Franchisee continues to accept the benefits of this Agreement after the expiration of the Term, then Franchisor, at its option and in its sole discretion, may treat this Agreement as: (a) expired as of the date of expiration, and Franchisee will be operating without a franchise or license to do so and in violation of Franchisor's rights to the Proprietary Marks and System; or (b) continuing on a month-to-month basis (each month an "Interim Period"), and all of Franchisee's obligations will remain in full force and effect during each Interim Period as if this Agreement had not expired. Each Interim Period expires at the end of each calendar month unless this Agreement is renewed in accordance with this Section 2.02. No Interim Period creates any new franchise rights and, upon expiration of the final Interim

Period, unless this Agreement is renewed in accordance with this Section 2.02, Franchisee will be bound by all post-termination obligations described in this Agreement, including, without limitation, those described in Sections XVI and 22.02, and the confidentiality provisions and non-competition covenants contained in Sections XII and XIII of this Agreement, respectively.

III. FEES

3.01. In consideration of the franchise granted to Franchisee herein, Franchisee shall pay to Franchisor the following:

A. Upon the signing of this Agreement, Franchisee shall pay Franchisor an initial franchise fee of Thirty-Seven Thousand Dollars ($37,000) (the "Franchise Fee"). The entire Franchise Fee is fully earned by Franchisor upon execution of this Agreement and is non-refundable.

B. A recurring, non-refundable royalty fee of 5.5% of Gross Sales (as defined herein) of all goods sold at the Unit (and any other Units opened pursuant to this Agreement) during the term of this Agreement ("Gross Sales Royalty"), provided, however, that Franchisor reserves the right to change the royalty and charge a fee equal to the greater of (i) a Gross Sales Royalty of 6% of Gross Sales, or (ii) $6.96 per gallon of frozen custard mix, frozen yogurt, and sherbet purchased by Franchisee or utilized by Franchisee or Franchisee's assignees in operation of the Unit ("Per Gallon Royalty"). The Gross Sales Royalty shall be due and payable weekly as invoiced, unless a holiday, in which case it shall be due the next business day, and shall be based on the Gross Sales of the preceding week. The Per Gallon Royalty, if and when implemented by Franchisor, shall be due and payable every two (2) weeks on the first business day of such week (i.e., Monday, unless a holiday, in which case it shall be due the next business day) on the number of gallons purchased during the preceding applicable two (2) weeks.

C. After the expiration of the first calendar year of this Agreement, in addition to Franchisor's right to charge the greater of 6% of Gross Sales or the Per Gallon Royalty in Section 3.01.B, if Franchisor elects to charge the Per Gallon Royalty, Franchisor may increase the Per Gallon Royalty amount by the percentage increase in the goods or general category of the Consumer Price Index for All Urban Consumers (CPI U) published by the U.S. Bureau of Labor Statistics, or comparable index if the specified index ceases to be available ("CPI Provision"). The base index will be that of the beginning of the calendar year in which this Agreement is executed by the parties. Franchisor will give Franchisee written notice of any increased royalty amount, and such increased royalty will be applicable to all sales by Franchisee from the beginning of the next calendar month. The Per Gallon Royalty as modified by this escalation will be computed to two decimal places. For the purpose of clarity, the CPI Provision sets forth an additional right of Franchisor to change and potentially increase the applicable royalty separate and apart from what is provided in Section 3.01.B. The CPI Provision shall not be interpreted as setting a cap, limitation, or restriction on any increase on the Per Gallon Royalty that results from a switch between a Gross Sales Royalty or Per Gallon Royalty.

D. During the first year of operations of the Franchised Unit, Franchisee shall spend a minimum of Five Thousand Dollars ($5,000) on various local marketing initiatives, in consultation with Franchisor. During the second year of operations of the Franchised Unit, Franchisee shall pay third-party vendors of its choosing, for its own local advertising, an amount equal to no less than 0.5% of Gross Sales of the Franchised Unit. Thereafter, during each year (or portion of a year) of operations of the Franchised Unit remaining in the Term of this Agreement, Franchisee shall pay an amount equal to no less than 1% of Gross Sales of the Franchised Unit for such local advertising. Upon Franchisor's request, Franchisee shall provide Franchisor with receipts and any other documentation that substantiates Franchisee's expenditure of the amounts required on local advertising under this Section 3.01.D.

3.02 Separate and apart from the required marketing payments detailed in Section 3.01.D., Franchisee will also pay Franchisor an advertising fee of 2% of the Gross Sales of the Franchised Unit. The advertising fee is due and payable weekly during the initial calendar year or any portion of the calendar year during which this Agreement is in effect. In the years following the first calendar year, the 2% fee may be increased by Franchisor to an amount not to exceed 5% per year. Franchisor will apply amounts so received, as Franchisor deems appropriate in its sole discretion, to the cost of advertising the product, Franchisee's business, and other franchisees who are also paying an advertising fee to Franchisor and whose primary marketing areas are within the same standard metropolitan statistical area. Franchisor, in its sole discretion, may elect to waive or reduce the advertising fee if Franchisor determines that Franchisee is outside of this primary marketing area.

3.03 Franchisee agrees that, in case of default or delay on its part in making any payments to Franchisor required under this Agreement, Franchisee will make an additional payment to Franchisor, in addition to the amounts due, equal to 0.5% per week, or portion of the week until paid.

3.04 For the purposes of this Agreement, the term "Gross Sales" shall mean all revenues generated by Franchisee's Unit (and any other Units opened pursuant to this Agreement) conducted upon, from or with respect to the Franchised Unit, whether such sales are evidenced by cash, check, credit, charge, account, barter, or exchange. Gross Sales shall include, without limitation, monies or credit received from the sale of food and merchandise; and of tangible property of every kind and nature, promotional or otherwise; and for services performed from or at the Franchised Unit. Gross Sales shall not include monies or credit received from the sale of food or merchandise for which refunds have been made in good faith to customers, or from the sale of equipment used in the operation of the Franchised Unit; or any sales, use or excise tax imposed by a governmental authority directly on sales and collected from customers, provided that the amount of any such tax is added to the selling price or absorbed therein, and is actually paid by Franchisee to such governmental authority.

3.05 Franchisor will not change the method of calculating royalties pursuant to Section 3.01.B without giving Franchisee at least six (6) months' prior written notice.

3.06 Franchisee shall pay Franchisor an amount equal to any sales, use or similar tax (but not income taxes) imposed on Franchisor by the authorized taxing authority of any state or political subdivision with respect to any payment made by Franchisee to Franchisor for services or material furnished by Franchisor to Franchisee under this Agreement.

3.07 Any report (including, but not limited to, Gross Sales reports described in Section 4.02 hereof) required to be provided to Franchisor under this Agreement that is not received by Franchisor on or before the due date shall be deemed overdue. If a report is overdue, then all Franchisee payments due to Franchisor for the month in which such report was due, whether or not timely received, shall also be deemed overdue until Franchisor receives the required report. Franchisee shall pay Franchisor, immediately upon demand, interest on the amounts of any such payments, at the rate of 18% per annum, or the maximum rate permitted by law, whichever is less, from the date such report was due until the date it is received by Franchisor. Entitlement to such interest shall be in addition to any other remedies Franchisor may have. Franchisee shall not be entitled to set-off any payments required to be made under this Section III against any monetary claim it may have against Franchisor.

3.08 Electronic Funds Transfer. At Franchisor's option and in its sole discretion, all payments by Franchisee to Franchisor required under this Agreement (including, without limitation, all royalty and advertising fee payments) will be made by electronic funds transfer. If Franchisor notifies Franchisee in writing that Franchisor has elected to require payment by electronic funds transfer, then Franchisee, within fifteen (15) days after receipt of Franchisor's notice, shall deposit all revenue from the operation of the Franchised Unit (including, without limitation, cash, checks, credit card receipts, or the value of other forms

of payment) into one bank account (the "Depository Account") within three (3) days of receipt of such revenue. Franchisee shall furnish to Franchisor, upon Franchisor's request, the bank and account number of such Depository Account, a voided check from the Depository Account, and written authorization for Franchisor to withdraw funds from the Depository Account via electronic funds transfer, without further consent or authorization, for any payments due to Franchisor for the relevant time periods. Franchisee agrees to execute any and all documents as may be necessary to effectuate and maintain the electronic funds transfer arrangement, as required by Franchisor. In the event Franchisee changes banks or accounts for the Depository Account required by this Section 3.08, Franchisee shall, prior to such change, provide Franchisor with the new Depository Account bank and account number, a voided check from the new Depository Account, and an authorization for Franchisor to make withdrawals therefrom. Franchisee's failure to provide the information and authorization required by this Section 3.08, or Franchisee's withdrawal of authorization for Franchisor to withdraw funds, for whatever reason and by whatever method, shall be deemed a default of this Agreement under Section 15.03 hereof.

Franchisor shall not be responsible for any bank service charges incurred by Franchisee that result in the withdrawal of funds from Franchisee's Depository Account. Franchisee shall pay Franchisor Fifty Dollars ($50) for each electronic funds transfer attempted from the Depository Account pursuant to this Section 3.08 that is returned for non-sufficient funds. Franchisee shall also reimburse Franchisor for all extraordinary costs incurred by Franchisor in collecting or attempting to collect funds due Franchisor from the Depository Account (including, without limitation, charges for non-sufficient funds, uncollected funds, or other discrepancies in deposits or reporting). In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new methods of reporting and payment; and Franchisee agrees that it shall abide by those reasonable new methods established by Franchisor in the Manual or otherwise in writing from time to time.

IV. ACCOUNTING AND RECORDS

4.01. Accurate Books and Records. During the Term of this Agreement, Franchisee shall maintain and preserve, for at least three (3) years from the dates of their preparation, full, complete and accurate books, records, and accounts in accordance with generally accepted accounting standards and principles, and in the form and the manner prescribed by Franchisor from time-to-time in the Manual (as defined herein) or otherwise in writing. These records shall include, without limitation, daily electronic logs from the point-of-sale system, cash register sales tape, purchases, sales and other tax returns (including copies of applicable state and federal income tax returns and those of Franchisee's assignees, if any, for verification of royalty amounts payable), duplicate deposit slips, bank deposit slips and bank statements, credit card statements, and other evidence of Gross Sales, and all other business transactions. In addition, Franchisee grants to Franchisor the right to verify such amounts payable, by reviewing or receiving directly, copies of invoices and shipping data from Franchisor's suppliers and approved suppliers of frozen custard.

4.02. Royalty Reports. Franchisee must report its Gross Sales (and all sales taxes collected and paid) to Franchisor each week during the Term of this Agreement. Each weekly report shall be delivered to Franchisor by the first (1st) business day of the following week on forms prescribed by Franchisor, shall accurately reflect all Gross Sales during the preceding week, and shall be provided along with any other forms, reports, records, information, and data as Franchisor may reasonably require in the Manual (as defined herein) or otherwise in writing.

4.03. Other Reports. Upon Franchisor's reasonable request, Franchisee shall submit to Franchisor, for review or auditing, such other forms, reports, records, information, and data (including, without limitation state and federal tax returns) as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, and as specified from time-to-time in the Manual (as defined herein) or otherwise in writing. In addition, Franchisee must submit to Franchisor, by the twentieth (20th) day of the following month, a Balance Sheet and Month-to-Date and Year-to-Date Income Statements prepared in

accordance with generally accepted accounting standards. If Franchisee has combined or consolidated financial information relating to the Franchised Unit with that of any other business(es) (including a business licensed by Franchisor), Franchisee shall simultaneously submit to Franchisor, for review or auditing, the forms, reports, records, information and data that contain the financial information relating to the Franchised Unit, separate and apart from the financial information of such other business(es). Franchisee hereby authorizes all of its suppliers and distributors to release to Franchisor, upon Franchisor's request, any and all of its books, records, accounts or other information relating to goods, products, services, and supplies sold to Franchisee and/or the Franchised Unit.

4.04. Equipment. Franchisee shall record all sales on cash registers or other point-of-sale equipment approved by Franchisor.

4.05. Franchisor's Right of Audit. Franchisor or its designated agents or auditors, at Franchisor's expense, shall have the right at all reasonable times to audit, review, and examine by any means (including, without limitation, electronically through the use of telecommunications devices or otherwise) the books, records, accounts, and tax returns of Franchisee related to the Franchised Unit. If Franchisor has elected to have Franchisee pay the Gross Sales Royalty, and any audit, review, or examination reveals that Gross Sales have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor upon demand the Gross Sales Royalty due with respect to the amount understated, plus the additional payment provided for in Section 3.03 calculated from the date such amount was due until the date it is paid. If any such understatement exceeds one percent (1%) of Gross Sales as set forth in the report, Franchisee shall also reimburse Franchisor upon demand for any and all costs and expenses connected with such audit, review, or examination (including, without limitation, reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other rights and remedies Franchisor may have.

V. PROPRIETARY MARKS

5.01. Franchisee acknowledges and agrees that the license granted herein to use Franchisor's Proprietary Marks applies only to use in connection with the operation of the Franchised Unit franchised in this Agreement at the Approved Location, and includes only such Proprietary Marks as are now designated, or which may hereafter be designated, in the Manual (as defined herein) or otherwise in writing as a part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by Franchisor), and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may hereafter be adopted or acquired by Franchisor.

5.02. With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:

A. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporate or other business name;

B. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such manner as might, in any way, make Franchisor liable therefor, without Franchisor's prior written consent;

C. Franchisee shall execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain the continued validity of such Proprietary Marks; and

D. Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the franchised businesses operating thereunder, and Franchisee agrees to immediately substitute Proprietary Marks upon receipt of written notice from Franchisor.

5.03. Franchisee expressly acknowledges Franchisor's exclusive right to use the mark "Abbott's" for store services, ice cream products, including frozen custard and other related food products; and the other Proprietary Marks of the System. Franchisee agrees not to represent in any manner that it has any ownership in the Proprietary Marks or the right to use the Proprietary Marks except as provided in this Agreement. Franchisee further agrees that its use of the Proprietary Marks shall not create in its favor any right, title, or interest in or to the Proprietary Marks, and that all of such use shall inure to the benefit of Franchisor.

5.04. Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license, without Franchisor's prior written consent, is an infringement of Franchisor's exclusive right to use the Proprietary Marks, and during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

5.05. Franchisee shall promptly notify Franchisor of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution.

5.06. Franchisee understands and agrees that its license with respect to the Proprietary Marks is non-exclusive to the extent that Franchisor has and retains the right under this Agreement as described in Section 1.04 herein:

A. To grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees;

B. To develop and establish other franchise systems for the same, similar, or different products or services utilizing proprietary marks not now or hereafter designated as part of the System licensed by this Agreement, and to grant licenses thereto, without providing Franchisee any right therein; and

C. To develop and establish other systems for the sale, at wholesale or retail, of similar or different products utilizing the same or similar Proprietary Marks, without providing Franchisee any right therein.

5.07. Franchisee acknowledges and expressly agrees that any and all goodwill associated with the System and identified by the Proprietary Marks used in connection therewith shall inure directly and exclusively to the benefit of Franchisor and its affiliates and is the property of Franchisor and its affiliates, and that upon the expiration or termination of this Agreement or any other agreement, no monetary amount shall be assigned as attributable to any goodwill associated with any of Franchisee's activities in the operation of the Franchised Unit granted herein, or Franchisee's use of the Proprietary Marks.

5.08. Franchisee understands and acknowledges that each and every detail of the Abbott's System is important to Franchisee, Franchisor, and other franchisees in order to develop and maintain high and uniform standards of quality and services, and hence to protect the reputation and goodwill of Abbott's Units. Accordingly, Franchisee covenants:

A. To operate and advertise the Franchised Unit, at Franchisee's own expense, under the name "Abbott's," without prefix or suffix;

B. To adopt and use the Proprietary Marks licensed hereunder solely in the manner prescribed by Franchisor;

C. To observe such reasonable requirements with respect to trademark registration notices as Franchisor may from time to time direct in the Manual (as defined herein) or otherwise in writing; and

D. To only use Abbott's name, logo, or any advertising or promotional materials for the Franchised Unit which are approved in writing in advance in each instance by Franchisor.

5.09. In order to preserve the validity and integrity of the Proprietary Marks licensed herein, and to ensure that Franchisee is properly employing the same in the operation of the Franchised Unit and is otherwise in compliance with System standards, Franchisor or its agents shall at all reasonable times have the right to inspect Franchisee's operations and the premises of the Franchised Unit and evaluate the services provided and the products sold and used therein. Franchisee shall cooperate with Franchisor's representatives in such inspections and render such assistance to them as they may reasonably request. If any such inspection reveals any material deficiencies or deviations from System standards in Franchisee's operation of the Franchised Unit, or that Franchisee is not using its best efforts to pursue the operation of the Franchised Unit, then Franchisor will notify Franchisee in writing of the observed deficiencies or deviations. Any failure by Franchisee to address and eliminate all such deficiencies or deviations, to Franchisor's reasonable satisfaction, within five (5) business days after Franchisee's receipt of Franchisor's notice, will entitle Franchisor, at is option and in addition to any other right or remedy it may have, to: (i) exercise its rights under Section 15.02 or 15.03 hereof, as applicable; (ii) require payment of liquidated damages under Section 15.05; and/or (iii) seek injunctive relief pursuant to Section 24.04.

5.10. Franchisor reserves the right, in Franchisor's sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks, for use in identifying the System and the businesses operating thereunder. Franchisee agrees promptly to comply with such changes, revisions and/or substitutions, and to bear all the costs of modifying Franchisee's signs, advertising materials, interior graphics and any other items which bear the Proprietary Marks to conform therewith.

VI. OBLIGATIONS OF CORPORATE OR PARTNERSHIP FRANCHISEE

6.01. If Franchisee, or any successor to or assignee of Franchisee, is a corporation, or limited liability company:

A. Franchisee shall furnish to Franchisor, upon execution or any subsequent transfer of this Agreement, a copy of Franchisee's Articles of Incorporation, Certificate of Incorporation, Bylaws and a list of shareholders showing the percentage interest of each, and shall thereafter promptly furnish Franchisor with a copy of any and all amendments or modifications thereto;

B. Franchisee shall promptly furnish Franchisor, on a regular basis, with certified copies of such corporate records material to the Franchised Unit as Franchisor may require from time to time in the Manual (as defined herein) or otherwise in writing;

C. Franchisee shall maintain stop-transfer instructions against the transfer, on its records, of any securities with voting rights, subject to the restrictions of this Agreement, and each stock certificate of the corporate Franchisee representing each share of stock, shall have conspicuously endorsed upon it the following legend:

"The transfer of this stock is subject to the terms and conditions of an Abbott's Franchise Agreement with Abbott's Frozen Custard, Inc. dated _____. Reference is made to the provisions of said Franchise Agreement and to the Articles and By-Laws of this corporation."

D. Franchisee shall, prior to the execution of this Agreement, complete and furnish to Franchisor the shareholders of Franchisee list, Exhibit "D" to this Agreement.

6.02. If Franchisee, or any successor to or assignee of Franchisee, is a partnership, limited partnership or limited liability partnership, Franchisee shall furnish to Franchisor, upon execution or any subsequent transfer of this Agreement, a copy of Franchisee's Articles of Partnership, if any, and Partnership Agreement, and shall thereafter promptly furnish Franchisor with a copy of any and all amendments or modifications thereto.

6.03. Franchisee shall, prior to the execution of this Agreement, furnish to Franchisor a completed Statement of Legal Composition in the form attached hereto as Exhibit "E" or such other form as Franchisor may designate, which completed statement shall identify all parties with an ownership interest in Franchisee, the amount of such ownership interest, the jurisdiction in which Franchisee is legally incorporated or organized, and other information specified. Franchisee shall thereafter furnish to Franchisor an updated Statement of Legal Composition promptly when requested by Franchisor. Franchisee shall promptly advise Franchisor of any change in Franchisee's legal composition. By furnishing to Franchisor a completed Statement of Legal Composition, Franchisee represents, warrants, and covenants to Franchisor that all of the information furnished in the completed statement is true and correct as of the date it is furnished to Franchisor.

VII. CONFIDENTIAL OPERATING STANDARDS MANUAL

7.01. In order to protect the reputation and goodwill of Franchisor and the Abbott's System and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Franchised Unit in accordance with Franchisor's Confidential Operating Standards Manual (the "Manual").

7.02. Franchisee shall at all times treat the Manual, and the information contained therein, as confidential, and shall use all reasonable efforts to keep such information secret and confidential. Franchisee shall not, at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise make the Manual available to any unauthorized person or entity.

7.03. The Manual shall at all times remain the sole property of Franchisor.

7.04. In order for Franchisee to benefit from new knowledge information, methods, and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time-to-time revise the Manual and Franchisee agrees to adhere to and abide by all such revisions.

7.05. Franchisee agrees at all times to keep its copy of the Manual current and up-to-date, and in the event of any dispute as to the contents of Franchisee's Manual, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's home office, shall be controlling.

7.06. The Manual is intended to further the purposes of this Agreement, and is specifically incorporated, by reference, into this Agreement. Except as otherwise set forth in this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Manual, the terms of this Agreement shall control.

VIII. TRAINING AND ADVERTISING

8.01. As an aid to Franchisee in setting up Franchisee's operations, Franchisor will provide initial training to Franchisee (or, if Franchisee is an entity, one of Franchisee's principals approved by Franchisor) and up to two (2) of Franchisee's personnel approved by Franchisor in the proper operation of equipment, serving of products, and other tasks pertinent to the good operation of the Franchised Unit. All trainees must attend and complete the initial training program to Franchisor's satisfaction at least ten (10) days prior to the opening of the Franchised Unit. Franchisor reserves the right to impose reasonable charges and to be reimbursed for materials used in connection with the training. The training program will take place at such times and places as Franchisor will designate, and may be provided via the Internet or by teleconference. Further, Franchisee will be responsible for all of Franchisee's and Franchisee's employees' costs for wages, employee benefits, travel, lodging and meals during the training program.

8.02. Franchisor may make available to Franchisee or Franchisee's employees, from time to time, such additional training programs as Franchisor, in its sole discretion, may choose to conduct. Attendance at said training programs may be mandatory. Franchisor reserves the right to charge Franchisee a fee to cover the cost of conducting such mandatory training programs. All other expenses during the training period, including meals, lodging, wages, and travel, shall be borne by Franchisee. Optional training programs (instruction and required materials) may be offered to Franchisee for a fee and may take place over the Internet.

8.03. Franchisor shall place the advertising fees paid by Franchisee under Section 3.02 hereof into the advertising fund for the Abbott's System (the "Fund"). The amounts collected for the Fund will be used to promote the products and services sold by Franchisee and Franchisor. Any amounts left in the Fund at the end of a fiscal year will remain in the Fund and accrue from year to year.

8.04. Franchisor shall (a) review and approve, if acceptable, all of Franchisee's marketing and promotional materials and programs (including, without limitation, on-site, direct mail, newspaper, radio, television, Internet and Web Site (as described in Section 10.11) advertising, and other emerging media or promotional advertising tactics); Franchisor will provide Franchisee with notice of approval or disapproval within ten (10) days after Franchisor's receipt of Franchisee's proposed advertising; (b) require Franchisee's participation in Franchisor's promotional and special event programs, the cost of which will be paid by the Fund; (c) reserve the right to receive payment for providing goods or services to the Fund; and (d) administer the Fund for the purpose of marketing and promoting Abbott's Frozen Custard, Inc. An unaudited annual summary of Fund administration for the most recent fiscal year will be provided to Franchisee upon written request. Franchisor shall have the right, in its sole discretion, to prohibit Franchisee from conducting any advertising over the Internet.

IX. DUTIES OF THE FRANCHISOR

9.01. Franchisor will make available to Franchisee such continuing advisory assistance in the operation of the Franchised Unit, in person, over the Internet, or by electronic or written bulletins made available from time to time, as Franchisor may deem appropriate.

9.02. Franchisor, in its sole discretion, may provide opening assistance to Franchisee at the Franchised Unit.

9.03. Franchisor will loan one (1) copy of the Manual, if and when available, to Franchisee for the duration of this Agreement or make the Manual available to Franchisee electronically via electronic mail, the Internet, or other electronic format. The Manual will contain the standards, specifications, procedures, and techniques of the Abbott's System.

9.04. Franchisor will continue its efforts to maintain high and uniform standards of quality, cleanliness, appearance, and service at all Abbott's Units, to protect and enhance the reputation of the Abbott's System and the demand for the products and services of the System. Franchisor will establish uniform criteria for approving suppliers; make every reasonable effort to disseminate its standards and specifications to prospective suppliers of Franchisee upon the written request of Franchisee, provided that Franchisor may elect not to make available to prospective suppliers the standards and specifications for such formulas or equipment designs deemed by Franchisor in its sole discretion to be confidential; and may conduct periodic inspections of the premises and evaluations of the products used and sold at the Franchised Unit and in all other Abbott's Units.

9.05. Franchisor will provide training to Franchisee as set forth in Section VIII hereof.

9.06. Franchisor, in its reasonable discretion, will approve the architecture, layout, and initial appearance of the Franchised Unit.

9.07. Franchisor will provide Franchisee with a list of approved items of required equipment and inventory.

9.08 As Franchisor deems appropriate, Franchisor shall conduct inspection visits of the construction of the Franchised Unit and its operations.

9.09 If, during any period in which Franchisee is in default of any of its obligations under this Agreement, Franchisor determines, in its sole discretion, that the Franchised Unit is being operated in a manner that threatens to impair the goodwill of the System or jeopardize customer goodwill or safety, Franchisor will have the right, at its option and upon five (5) days' written notice, to assume management of the Franchised Unit and/or elect to service any or all of Franchisee's customers, within the territory from one or more locations determined by Franchisor. Franchisor will thereafter have the right to continue such management or service until it determines, in its sole discretion that the circumstances under which Franchisor has assumed such management or service will have been corrected by Franchisee and Franchisee is otherwise in good standing under this Agreement. All funds from the operation of the Franchised Unit during the period of Franchisor's management will be kept in a separate fund and all expenses of the Franchised Unit, including compensation, other costs, and travel and living expenses of Franchisor's appointed manager, will be charged to such fund. As compensation for the management services provided, in addition to all other fees due hereunder, Franchisor will have the right to charge such fund a reasonable management fee during the period of Franchisor's management. Franchisee agrees to indemnify and hold Franchisor and any representatives of Franchisor who may act hereunder harmless from any and all claims arising out of the acts or omissions to act of Franchisor and/or its representatives in connection with the management of the Franchised Units, except those involving gross negligence or willful misconduct of Franchisor or its representatives.

X. DUTIES OF THE FRANCHISEE

Franchisee understands and acknowledges that every detail of the System is important to Franchisor, Franchisee, and other franchisees in order to develop and maintain high and uniform operating standards, to increase the demand for Abbott's products and services, and to protect the reputation and goodwill of Franchisor. Accordingly, Franchisee agrees that:

10.01. Franchisee shall maintain, at all times during the term of this Agreement, at Franchisee's expense, the premises of the Franchised Unit and all fixtures, furnishings, signs, systems, and equipment thereon or therein, in conformity with Franchisor's high standards and public image, and shall make such additions, alterations, repairs, and replacements thereto (but no others, without Franchisor's prior written consent) as may be required by Franchisor, including but not limited to the following:

A. all tasks necessary to keep the Franchised Unit in the highest degree of sanitation and repair, including, without limitation, periodic repainting, repairs or replacement of impaired equipment, replacement of obsolete signs, and such other tasks as Franchisor may reasonably direct;

B. all tasks necessary to meet and maintain the highest governmental standards and ratings applicable to the operation of the Franchised Unit; and

C. a full reimaging, renovation, refurbishment and modernization of the Franchised Unit, at Franchisee's expense, within the time frame required by Franchisor, but no more often than once every five (5) years, to meet Franchisor's then-current standards, specifications and design criteria for Abbott's Units, including without limitation, such structural changes, remodeling and redecoration, and modifications to existing equipment, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials as may be necessary to do so (a "Franchised Unit Renovation"). Franchisee shall not be required to perform a Franchised Unit Renovation if there are less than four (4) years remaining in the term of this Agreement. Nothing herein shall be deemed to limit Franchisee's other obligations, during the term of this Agreement, to operate the Franchised Unit in accordance with Franchisor's standards and specifications for the Abbott's System, including, but not limited to, the obligations set forth in this Section X.

10.02. To ensure that the highest degree of quality, service, and cleanliness is uniformly maintained, Franchisee shall operate the Franchised Unit in conformity with such uniform methods, standards, and specifications as Franchisor may from time to time prescribe in the Manual or otherwise in writing, and shall refrain from any deviation therefrom and from otherwise operating in any manner that reflects adversely on Franchisor's name and goodwill or on the Proprietary Marks, and in connection therewith, agrees:

A. To maintain in sufficient supply, and use at all times, only such ingredients, products, materials, supplies, and paper goods as conform to Franchisor's standards and specifications, and to refrain from deviating therefrom by using non-conforming items, without Franchisor's prior written consent. Franchisor may designate itself or an affiliate to be an approved supplier, or the only approved supplier, of any products and other items.

B. To sell or offer for sale (i) the minimum menu items specified in the Manual or otherwise in writing; and (ii) only such products and menu items that have been expressly approved for sale in writing by Franchisor (including, but not limited to, frozen custard, cones, desserts, and soft drinks), that meet Franchisor's uniform standards of quality and quantity, and that have been prepared in accordance with Franchisor's methods and techniques for product preparation;

C. To not deviate from Franchisor's standards and specifications for serving or selling menu items, without Franchisor's prior written consent; and not sell any products or menu items that are not approved by Franchisor or for which Franchisor has withdrawn approval;

D. To use the premises of the Franchised Unit solely for the purpose of conducting the business franchised hereunder, and to conduct no other business or activity thereon, whether for profit or otherwise, without Franchisor's prior written consent;

E. To keep the Franchised Unit open and in normal operation during such business hours as Franchisor may prescribe in the Manual or otherwise in writing;

F. To permit Franchisor or its agents, at any time during ordinary business hours, to remove from the Franchised Unit samples of any ingredients, products, materials, supplies, and paper goods used in the operation of the Franchised Unit, without payment therefor, in amounts reasonably

necessary for testing by Franchisor or an independent laboratory, to determine whether such samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if any such ingredient, products, materials, supplier or paper goods have been obtained from a supplier not approved by Franchisor, or if the sample fails to conform to Franchisor's specifications;

G. To purchase, install, and construct, at Franchisee's expense, all improvements furnishings, signs, and equipment specified in the approved standard plans and specifications, and such other furnishings, signs, or equipment as Franchisor may reasonably direct from time to time in the Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about the premises of the Franchised Unit, without Franchisor's written consent, any improvements, furnishings, signs or equipment not first approved in writing as meeting Franchisor's standards and specifications;

H. To comply with all applicable federal, state and local laws, regulations, and ordinances pertaining to the operation of the Franchised Unit, including, but not limited to, the ADA; and to notify Franchisor with five (5) calendar days after the receipt of any notice from a governmental authority that the Franchised Unit is in violation of any applicable public health law, code, or regulation.

I. Franchisee shall grant Franchisor and its agents the right to enter upon the premises of the Franchised Unit at any time during ordinary business hours for the purpose of conducting inspections; cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, take such steps as may be necessary immediately to correct the deficiencies detected during any such inspection, including, without limitation, immediately desisting from the further use of any equipment, promotional materials, products, or supplies that do not conform with Franchisor's then-current specifications, standards, or requirements; and

J. Franchisee will maintain a fully trained staff, having completed training with Franchisor, in order to ensure that all employees meet the minimum position training standards to prepare and serve Abbott's products to the required specifications as defined in the Manual.

10.03. Franchisee shall purchase all custard mix and ingredients for all menu items (including, without limitation, cones, flavorings, and syrups), and any other items sold as part of the end-products that are offered for consumption to the retail consumer, only from Franchisor or its approved supplier of custard mix and milk.

10.04. Franchisee shall purchase all ingredients, products, materials, supplies, paper goods, and other items required for the operation of the Franchised Unit, except the products described in Section 10.03 hereof, solely from Franchisor or suppliers who demonstrate, to Franchisor's continuing reasonable satisfaction, the ability to meet Franchisor's reasonable standards and specifications for such items, who possess adequate quality controls and capacity to consistently supply Franchisee's needs promptly and reliably, and who have been approved in writing by Franchisor and such approval has not thereafter been revoked. Notwithstanding the foregoing, Franchisor reserves the right to require Franchisee to purchase any or all approved products, equipment, or merchandise solely from Franchisor or an affiliate of Franchisor. If Franchisee desires to purchase any such items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for approval, or shall request the supplier itself to seek approval. Franchisor shall have the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, at Franchisor's option, either to Franchisor or to an independent laboratory designated by Franchisor for testing prior to granting approval. A charge not to exceed Franchisor's

reasonable cost of inspection and the actual cost of testing shall be paid by the supplier or Franchisee. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier from time-to-time and to revoke its approval upon failure of such supplier to continue to meet any of the foregoing criteria.

10.05. All local advertising by Franchisee shall be in such media, and of such type and format as Franchisor may approve; shall be conducted in a dignified manner; and shall conform to such standards and requirements as Franchisor may specify. Franchisee shall not use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 10.06. hereof.

10.06. All advertising and promotional plans proposed to be used by Franchisee, except such plans and materials that have been previously approved by Franchisor, shall be submitted to Franchisor for Franchisor's written approval (except with respect to prices to be charged) prior to any use thereof. Franchisor shall use its best efforts to complete its review of Franchisee's proposed advertising and promotional plans within fifteen (15) days after Franchisor receives such plans. If written approval is not received by Franchisee from Franchisor within fifteen (15) days after receipt by Franchisor of such plans, Franchisor shall be deemed to have disapproved such plans. Subject to Franchisor's approval of marketing materials to be used by Franchisee pursuant to this Section 10.06, Franchisee shall seek additional marketing support from a local marketing company should Franchisee deem the advertising materials provided by Franchisor insufficient.

10.07. Franchisee shall, at Franchisor's request, require all of its supervisory employees, as a condition of their employment, to execute an agreement prohibiting them, during the term of their employment or thereafter, from communicating, divulging, or using for the benefit of any person, persons, partnership, association, corporation, or other entity any confidential information, trade secrets, knowledge, or know-how concerning the Abbott's System or methods of operation of the Franchised Unit which may be acquired as a result of their employment with Franchisee or other franchisees. A duplicate original of each such agreement shall be provided by Franchisee to Franchisor immediately upon execution.

10.08. If at any time the Franchised Unit is proposed to be operated by an entity or individual other than Franchisee, Franchisor reserves the right to review and approve the operating entity or individual and to require and approve an operating agreement prior to such party's assumption of operations. Franchisor may, in its sole discretion, reject either the operating entity, the individual operator or the operating agreement. If approved by Franchisor, the operating entity and/or individual shall agree in writing to comply with all of Franchisee's obligations under the Franchise Agreement as though such party were the franchisee designated therein, on such form as may be designated by Franchisor. The operation of the Franchised Unit by any party other than Franchisee, without Franchisor's prior written consent, shall be deemed a material default of this Agreement for which Franchisor may terminate this Agreement pursuant to the provisions of Section 15.02. hereof.

10.09. Franchisee will maintain the Unit in strict accordance with all applicable laws and regulations (*e.g.*, health and sanitation requirements, and the ADA and with Franchisor's instructions and quality standards as established by Franchisor in the Manual or otherwise in writing, including portion sizes, cones, paper and plastic goods and other supplies, advertising, Unit colors, cleanliness, appearance of personnel and general franchise operation appearance, and insurance coverage). Franchisee shall also comply with all federal and state laws requiring disclosure of nutritional information on menus and menu boards, including, but not limited to, the requirements of Section 4205 of the Patient Protection and Affordable Care Act of 2010. In addition, Franchisee shall pursue the operation of the Unit with Franchisee's best efforts.

10.10. Franchisee shall, within thirty (30) days from receipt of written notice from Franchisor, purchase and install computer hardware and software equipment at the Franchised Unit and/or at Franchisee's principal business office, which computer hardware shall include telecommunications devices, and which

software may be a single program or set of programs, all of which must be obtained in accordance with Franchisor's standards and specifications (the "Required Computer Equipment"). The Required Computer Equipment shall permit twenty-four (24) hour per day electronic communications between Franchisor and Franchisee including access to the Internet and Franchisor's intranet. Franchisor shall have the right to require maintenance or an upgrade or update to the Required Computer Equipment. Such maintenance, upgrades, or updates may be completed by a third party. There are no limitations on the cost or frequency of such obligations. Franchisor shall also have independent access to the information and data on sales recorded on cash registers or other point-of-sale equipment. There are no contractual limitations on Franchisor's rights to access such information and data.

10.11. Franchisee Web Sites. Franchisee shall not promote, offer, or sell any products or services related to the Franchised Unit through the Internet, or use the Proprietary Marks in any Internet domain name, electronic mail address or home page address, or in the operation of any Web Site, without Franchisor's prior written consent. The term "Web Site" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including social and business networking media such as Facebook, Twitter, LinkedIn, and online blogs and forums. Franchisor will approve or disapprove a Web Site within five (5) days after Franchisor receives Franchisee's request. In connection with any such approval, which Franchisor may grant or withhold in Franchisor's sole discretion, Franchisor may establish such requirements as Franchisor deems appropriate, including, among others, the requirements that: (i) Franchisee submit to Franchisor, for Franchisor's prior written approval, a sample of any proposed Web Site for the Franchised Unit, domain name, home page address, format, and visible (including proposed screen shots and any text, video clips, photographs, images, sound bites or other materials in which any third party has any ownership interest) and non-visible content (including meta-tags) in the form and manner that Franchisor may reasonably require; (ii) Franchisee establish hyperlinks to Franchisor's Web Site and others as Franchisor may require, and obtain Franchisor's prior written approval of Franchisee's use of any other hyperlinks and/or other links; and (iii) Franchisee submit to Franchisor for Franchisor's prior written approval any modifications to Franchisee's Web Site. Franchisor may revoke Franchisor's approval of Franchisee's Web Site at any time and require Franchisee to discontinue Franchisee's use of it. In addition to any other applicable requirements, Franchisee must comply with any standards and specifications Franchisor develops that are applicable to Web Sites as set forth in the Manual or otherwise in writing, which standards and specifications Franchisor may modify from time to time. Franchisor may designate the form and content of Franchisee's Web Site and may require that any such Web Site be hosted by Franchisor or a third party whom Franchisor designates. Franchisee specifically acknowledges and agrees that any Web Site owned or maintained by or for the benefit of Franchisee, including any posting on or contribution to a networking media Web Site, shall be deemed "advertising" under this Agreement and will be subject to, among other things, Franchisor's prior review and approval. Franchisor also may charge Franchisee a fee for developing, reviewing, and approving Franchisee's Web Site and/or hosting it. In addition to the foregoing, Franchisee shall not permit any third party to use any of the Proprietary Marks in connection with any Web Site and/or as part of any Internet domain name or electronic mail or home page address, without Franchisor's prior written consent.

10.12. To design the Unit, Franchisee must use an architect/designer approved by Franchisor. In addition, Franchisee must obtain Franchisor's approval, in writing, of the architecture, layout, and exterior and interior appearance and decor of the Unit before Franchisee commences operations and before making any changes thereto during the Term of this Agreement. Franchisor may require Franchisee to adopt certain changes in the appearance of the Unit from time to time, including (without limitation) updating the decor, appearance, or equipment for the operation of the Unit. Franchisee must comply with all such requests within four (4) weeks after receipt of notification from Franchisor.

10.13. Franchisee will operate the Unit for at least ten (10) consecutive months per calendar year.

10.14. Franchisee shall comply with all other requirements set forth in this Agreement.

10.15. If Franchisee is a corporation, partnership, limited liability company or other legal entity, then all of Franchisee's owners and their spouses, and any other individuals acting as guarantors, shall execute the Guarantee and Indemnity Agreement attached as Exhibit "F" to this Agreement.

10.16. Franchisee shall allow Franchisor access to information and data on sales recorded on cash registers or other point-of-sale equipment.

10.17. Franchisee shall implement the standard Abbott's layout specifications, and the interior and exterior designs specified and approved by Franchisor. These plans are for a basic Abbott's franchised unit. Additional design and build-out costs may be incurred by Franchisee if the facility or premises of the Franchised Unit is outside the scope of this standard plan.

XI. INSURANCE

11.01. Insurance Program. Franchisee shall be responsible for all loss or damage arising from or related to Franchisee's development and operation of the Franchised Unit, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Franchised Unit. Franchisee shall procure, prior to commencement of construction of the Franchised Unit, and shall maintain in full force and effect during the Term of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, and their officers, directors, agents and employees, against any loss, liability, or expense whatsoever from personal injury, death, business interruption, or property damage or casualty, including, fire, lightning, theft, vandalism, malicious mischief, and other perils normally included in an extended coverage endorsement arising from, occurring upon or in connection with the construction, operation or occupancy of the Franchised Unit, as Franchisor may reasonably require for its own and Franchisee's protection.

11.02. Insurance Requirements. Such policy or policies shall be written by an insurance company satisfactory to Franchisor, and Franchisee shall maintain in full force and effect throughout the Term of this Agreement that insurance which Franchisee determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Unit, which insurance shall include, at a minimum the following coverage:

A. Workers' Compensation Insurance, with statutory limits as required by the laws and regulations applicable to the employees of Franchisee who are engaged in the performance of their duties relating to the Franchised Unit, including any pre-opening training programs, as well as such other insurance as may be required by statute or regulation of the state in which the Franchised Unit is located.

B. Employer's Liability Insurance, for employee bodily injuries and deaths, with a limit of Five Hundred Thousand Dollars ($500,000) each accident.

C. Comprehensive or Commercial General Liability Insurance, covering claims for bodily injury, death and property damage, including Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Contractual, and Broad form Property Damage liability coverages, with limits as follows:

Occurrence/Aggregate Limit of One Million Dollars ($1,000,000) for bodily injury, death, and property damage each occurrence and Two Million Dollars ($2,000,000) for general aggregate,

or

Split liability limits of:

$1,000,000	for bodily injury per person;
$1,000,000	for bodily injury per occurrence; and
$ 500,000	for property damage.

D. All Risk Property Insurance, on a replacement cost basis, with limits as appropriate, covering the business property of Franchisee and any real property that Franchisee may be obligated to insure by contract. Such business property may include building(s), machinery, equipment, furniture, fixtures, and inventory.

E. Business Income/Interruption Insurance in an amount not less than $250,000.

11.03. All such policies of insurance shall provide that the same shall not be canceled, modified, or changed without first giving thirty (30) days' prior written notice thereof to Franchisor. No such cancellation, modification, or change shall affect Franchisee's obligation to maintain the insurance coverages required by this Agreement. Except for Workers' Compensation Insurance, Franchisor shall be named as an Additional Insured on all such required policies. All liability insurance policies shall be written on an "occurrence" policy form. Franchisee shall be responsible for payment of any and all deductibles from insured claims under its policies of insurance. Franchisee shall not satisfy the requirements of this Section XI unless and until certificates of such insurance, including renewals thereof, have been delivered to and approved by Franchisor. Franchisee shall not self-insure any of the insurance coverages required by this Agreement, or non-subscribe to any State's applicable workmen's compensation laws without the prior written consent of Franchisor. Franchisor shall have the right, at any time during the term of this Agreement, to increase the minimum limits of insurance coverage or otherwise modify the insurance requirements of this Agreement upon written notice in the Manual or as otherwise prescribed by Franchisor in writing. If Franchisee shall fail to comply with any of the insurance requirements herein, upon written notice to Franchisee by Franchisor, Franchisor may, without any obligation to do so, procure such insurance and Franchisee shall pay Franchisor, upon demand, the cost thereof plus a reasonable administrative fee designated by Franchisor.

11.04. Insurance Obtained by Franchisee Shall Be Primary to Franchisor's Own Insurance. Franchisee agrees that all insurance policies obtained by Franchisee pursuant to Sections 11.01. and 11.02. shall be primary coverage, the applicable limits of which shall be exhausted before any benefits (defense or indemnity) may be obtained under any other insurance (including self-insurance) providing coverage to Franchisor. In the event payments are required to be made under Franchisor's own insurance policies or self-insurance (whether for defense or indemnity) before the applicable coverage limits for the insurance policies obtained by Franchisee are exhausted, then Franchisee hereby agrees to reimburse, hold harmless, and indemnify Franchisor and its insurers for such payments. Franchisee shall notify its insurers of this Agreement and shall use best efforts to obtain an endorsement on each policy it obtains pursuant to Sections 11.01. and 11.02. stating as follows:

> The applicable limits of this policy shall be applied and exhausted before any benefits may be obtained (whether for defense or indemnity) under any other insurance (including self-insurance) that may provide coverage to Franchisor. All insurance coverage obtained by Franchisor shall be considered excess insurance with respect to this policy, the benefits of which excess insurance shall not be available until the applicable limits of this policy are exhausted.

11.05. No Limitation on Coverage. Franchisee's obligation to obtain and maintain the foregoing policy or policies of insurance in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section XVIII of this Agreement.

11.06. Issuance of Insurance. Franchisee must obtain the insurance required by this Agreement no later than fifteen (15) days before the date on which any construction is commenced. The Franchised Unit shall not be opened for business prior to Franchisor's receipt of satisfactory evidence that all insurance required by this Agreement is in effect. Upon obtaining such insurance, and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment therefor to Franchisor, together with, upon request, copies of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least thirty (30) days' prior written notice to Franchisor.

11.07. No Representations. Franchisee acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by Franchisor that only such policies, in such amounts, are necessary to protect Franchisee from losses in connection with its business under this Agreement. Maintenance of the insurance required by this Agreement, and the performance by Franchisee of its obligations under this Section of the Agreement shall not relieve Franchisee of liability under the indemnification provisions or any other provisions of this Agreement.

XII. CONFIDENTIAL INFORMATION

12.01. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, corporation, or other entity, any confidential information, knowledge, or know-how concerning the construction and methods of operation of the Franchised Unit which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's operation under the terms of this Agreement. Franchisee shall divulge such confidential information only to such employees of Franchisee as must have access to it in order to exercise the franchise rights granted hereunder and to establish and operate the Franchised Unit pursuant hereto and as Franchisee may be required by law, provided Franchisee shall give Franchisor prior written notice of any such required disclosure immediately upon receipt of notice by Franchisee in order for Franchisor to have the opportunity to seek a protective order or take such other actions as it deems appropriate under the circumstances.

12.02. Any and all information, knowledge, and know-how, including, without limitation, drawings, materials, equipment, recipes, prepared mixtures or other food products, and other data, which Franchisor designates as confidential, and any information, knowledge, or know-how which may be derived by analysis thereof, shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to Franchisee's attention prior to disclosure thereof by Franchisor; or which, at the time of disclosure thereof by Franchisor to Franchisee, had become a part of the public domain, through publication or communication by others; or which, after disclosure to Franchisee by Franchisor, becomes a part of the public domain, through publication or communication by others.

XIII. COVENANTS

13.01. Franchisee covenants that, during the Term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee or, alternatively, one (1) designated management employee if that employee assumes primary responsibility for the operation of the Franchised Unit, shall devote full time, energy, and best efforts to the management and operation of the Franchised Unit. Franchisee shall take such steps as are necessary to ensure that its employees do not violate Franchisor's policies relating to the use of Networking Media Websites (as defined in Section 10.11), including, but not limited to, prohibiting employees from posting any information relating to Franchisor, the System, the Proprietary Marks, or the Franchised Unit on any Web Site without Franchisor's prior written approval.

13.02. Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including without limitation, information regarding the operational, sales, promotional, and marketing methods, procedures, and techniques of Franchisor and the

System. Franchisee covenants that, during the term of this Agreement, Franchisee (who, unless otherwise specified, shall include, for purposes of this Section XIII, collectively and individually, all officers, directors and holders of a beneficial interest of 5% or more of the securities with voting rights of Franchisee and of any corporation, directly or indirectly controlling Franchisee, if Franchisee is a corporation, and the general partner and any limited partners, including any corporation, and the officers, directors and holders of a beneficial interest of 5% or more of securities with voting rights of a corporation which controls, directly or indirectly, any general or limited partner, if Franchisee is a partnership) shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person(s), partnership, association, corporation or other entity:

A. Divert or attempt to divert any business or customer of the Franchised Unit to any competitor by direct or indirect inducements or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Proprietary Marks and the System; or

B. Own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any fast food (either takeout, on premises consumption, or a combination thereof) store that specializes in the sale of ice cream or other frozen dessert products ("Ice Cream Store"); provided that the prohibitions in this Section 13.02(B) shall not apply to interests in or activities performed in connection with an Abbott's stand or to ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

13.03. Franchisee covenants that for a continuous uninterrupted period of two (2) years following the termination or expiration of this Agreement, and regardless of the cause for termination, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person(s), partnership, association, corporation, or other entity, own, maintain, engage in, act as a consultant for, perform services for, or have any interest in any Ice Cream Store that is, or is intended to be, located within twenty (20) miles of (a) the Approved Location, or (b) any other Abbott's stand (whether owned by Franchisor or any franchisee of Franchisor) operating under the System and the Proprietary Marks as of the date of expiration or termination of this Agreement.

13.04. At Franchisor's request, Franchisee shall require and obtain execution of covenants similar to those set forth in this Section XIII (including covenants applicable upon the termination of a person's relationship with Franchisee) in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them, from any or all of the following persons:

A. All managers and assistant managers of the Franchised Unit, and any other personnel employed by Franchisee who have received or will receive training from Franchisor;

B. All officers, directors, and holders of a direct or indirect beneficial ownership interest of 5% or more in Franchisee.

All covenants required by this Section 13.04 shall be in substantially the form attached hereto as Exhibit "G" and shall identify Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them. The failure of Franchisee to obtain execution of a covenant required by this Section 13.04. shall constitute a material breach of this Agreement. A duplicate original of each such covenant shall be provided by Franchisee to Franchisor immediately upon execution.

13.05. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section XIII, is held unreasonable or unenforceable by a court or agency having jurisdiction in a final decision, Franchisee

expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant was separately stated in and made a part of this Section XIII.

A. Right to Reduce Covenants. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 13.02. and 13.03. of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XXII hereof.

B. Injunctive Relief. The parties acknowledge that it will be difficult to ascertain with any degree of certainty the amount of damages resulting from a breach by Franchisee of any of the covenants contained in this Section XIII. It is further agreed and acknowledged that any violation by Franchisee of any of said covenants will cause irreparable harm to Franchisor. Accordingly, Franchisee agrees that upon proof of the existence of a violation of any of said covenants, Franchisor will be entitled, in addition to any other rights or remedies it may have, to injunctive relief against Franchisee in any court of competent jurisdiction having authority to grant such relief, together with all costs and reasonable attorneys' fees incurred by Franchisor in bringing such action.

XIV. TRANSFERABILITY OF INTEREST

14.01. Transfer by Franchisor. This Agreement shall inure to the benefit of the successors and assigns of Franchisor. Franchisor shall have the right to transfer or assign its interest in this Agreement to any person, persons, partnership, association, corporation, or other entity. If Franchisor's assignee assumes all the obligations of Franchisor hereunder and sends Franchisee written notice of the assignment so attesting, Franchisee agrees promptly to execute a general release of Franchisor, and any affiliates of Franchisor, from claims or liabilities of Franchisor under this Agreement.

14.02. Transfer by Franchisee. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this Agreement in reliance on Franchisee's business skill and financial capacity. Accordingly, neither (i) Franchisee, nor (ii) any immediate or remote successor to Franchisee, nor (iii) any individual, partnership, corporation or other legal entity which directly or indirectly owns any interest in Franchisee or in this Franchise Agreement, shall sell, assign, transfer, convey, donate, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement, in any legal entity which owns the Franchised Unit, or in all or substantially all of the assets of the Franchised Unit without the prior written consent of Franchisor. Acceptance by Franchisor of any royalty fee, advertising fee, or any other amount accruing hereunder from any third party, including, but not limited to any proposed transferee, shall not constitute Franchisor's approval of such party as a transferee or the transfer of this Franchise Agreement to such party. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor, shall be null and void, and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Section 15.02.E. of this Agreement.

14.03. Conditions for Consent. Franchisor shall not unreasonably withhold its consent to any transfer referred to in Section 14.02., when requested; provided, however, that prior to the time of transfer;

A. All of Franchisee's accrued monetary obligations to Franchisor and its subsidiaries and affiliates shall have been satisfied;

B. Franchisee shall have agreed to remain obligated under the covenants contained in Section XIII hereof as if this Agreement had been terminated on the date of the transfer;

C. The transferee must be of good moral character and reputation, in the reasonable judgment of Franchisor;

D. Franchisor shall have determined, to its satisfaction, that the transferee's qualifications meet Franchisor's then-current criteria for new franchisees;

E. Franchisee and transferee shall execute a written assignment, in a form satisfactory to Franchisor, pursuant to which the transferee shall assume all of the obligations of Franchisee under this Agreement, and Franchisee shall unconditionally release any and all claims Franchisee might have against Franchisor as of the date of the assignment;

F. The transferee shall execute the then-current form of Franchise Agreement and such other then-current ancillary agreements as Franchisor may reasonably require. The then-current form of Franchise Agreement may have significantly different provisions including, without limitation, a higher royalty fee and advertising contribution than that contained in this Agreement. The then-current form of Franchise Agreement will expire on the expiration date of this Agreement and will contain the same renewal rights, if any, as are available to Franchisee herein;

G. The transferee shall agree at its sole cost and expense, to (i) complete a Franchised Unit Renovation, within the time frame required by Franchisor, unless a Franchised Unit Renovation was completed within five (5) years prior to the date of the transfer and (ii) perform such other scope of work as may be determined by Franchisor;

H. The transferee and such other individuals as may be designated by Franchisor in the Manual or otherwise in writing, must have successfully completed the training course then in effect for new franchisees. If the Franchised Unit is the transferee's first Abbott's Unit, the transferee shall pay to Franchisor the then-standard Training Fee if any;

I. If the transferee is a partnership, the partnership agreement shall provide that further assignments or transfers of any interest in the partnership are subject to all restrictions imposed upon assignments and transfers in this Agreement;

J. Franchisee shall, at Franchisor's option and request, execute a written guaranty of the transferee's obligations under the Agreement, which guaranty shall not exceed a period of three (3) years from the date of transfer; and

K. Franchisee shall pay to Franchisor a transfer fee equal to two-thirds (2/3) of the Franchise Fee prevailing at the time of such transfer, to cover Franchisor's administrative expenses in connection with the transfer; however, no additional franchise fee shall be charged by Franchisor for a transfer. If the transferee is (i) a corporation formed by Franchisee for the convenience of ownership and in which Franchisee is the sole shareholder or (ii) a member of Franchisee's immediate family, no transfer fee shall be required.

14.04. Grant of Security Interest. Franchisee is not required to obtain financing for the Unit; however, before Franchisee may grant a security interest in this Agreement, the Franchised Unit, or in any of its assets, the secured party must agree that, in the event of any default by Franchisee under any documents related to the security interest: (i) Franchisor shall be provided with notice of default and given a reasonable time within which to cure said default; (ii) Franchisor shall have the right and option to be substituted as obligor to the secured party and to cure any default of Franchisee or to purchase the rights of the secured party upon payment of all sums then due to such secured party, except such amounts which may have become due as a result of any acceleration of the payment dates based upon Franchisee's default; and (iii) the secured party shall agree

to such other requirements as Franchisor, in its sole discretion, deems reasonable and necessary to protect the integrity of the Proprietary Marks and the Abbott's System.

14.05. Transfer on Death or Mental Incapacity. Upon the death or mental incapacity of any person with an interest in this Agreement, the Franchised Unit or Franchisee, the executor, administrator, or personal representative of such person shall transfer his or her interest to a third party approved by Franchisor within twelve (12) months after such death or mental incapacity. Such transfer, including, without limitation, transfer by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section XIV, the personal representative of the deceased Franchisee shall have a reasonable time, but in no event more than eighteen (18) months from Franchisee's death, to dispose of the deceased's interest in this Agreement and the business conducted pursuant hereto, which disposition shall be subject to all the terms and conditions for assignments and transfers contained in this Agreement. If the interest is not disposed of within twelve (12) or eighteen (18) months, whichever is applicable, Franchisor may terminate this Agreement.

14.06. Right of First Refusal. Any party holding an interest in this Agreement, the Franchised Unit or in Franchisee, and who desires to accept a bona fide offer from a third party to purchase such interest, shall notify Franchisor in writing of such offer within ten (10) days of receipt of such offer, and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within sixty (60) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that Franchisor elects to purchase the seller's interest, closing on such purchase must occur within sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 14.06. shall not constitute a waiver of any other provisions of this Agreement, including all of the requirements of this Section XIV, with respect to a proposed transfer. In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest in this Agreement, Franchisee, or the Franchised Unit proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time as to the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor, and his or her determination shall be binding upon the parties.

XV. TERMINATION

15.01. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against Franchisee and not opposed by Franchisee; or if Franchisee is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable law of any jurisdiction should be instituted by Franchisee or against Franchisee and not opposed by Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's property or business; or if suit to foreclose any lien or mortgage against the premises or equipment of any Franchised Unit developed hereunder is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of any Unit developed hereunder shall be sold after levy thereon by any sheriff, marshal, or constable.

15.02. Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder without affording Franchisee any opportunity to cure the default upon the occurrence of any of the following events:

A. If Franchisee fails to complete construction of the Franchised Unit and open for business within one hundred eighty (180) days of execution of this Agreement. Franchisor may, in its sole discretion, extend this period to address unforeseen construction delays, not within the control of Franchisee;

B. If Franchisee, at any time, ceases to operate the Franchised Unit for the required ten (10) months per year without Franchisor's prior written consent, or otherwise abandons the Franchised Unit, or loses the right to possess the premises of the Franchised Unit, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Unit is located; provided, however, that if, through no fault of Franchisee, the premises are damaged or destroyed by an event not within the control of Franchisee such that repairs or reconstruction cannot be completed within one hundred eighty (180) days thereafter, then Franchisee shall have thirty (30) days after such event in which to apply for Franchisor's approval to relocate and/or reconstruct the premises, which approval shall not be unreasonably withheld, but may be conditioned upon the payment of an agreed minimum royalty to Franchisor during the period in which the Franchised Unit is not in operation;

C. If Franchisee (or, if Franchisee is an entity, any of Franchisee's owners, officers, or directors) is convicted of or pleads guilty to a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein; or if Franchisee (or, if Franchisee is an entity, any of Franchisee's owners, officers, or directors) commits any act or engages in any behavior that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein, including, without limitation, conduct that is fraudulent, unfair, unethical, or deceptive;

D. If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Unit;

E. If Franchisee, or any partner or shareholder of Franchisee purports to transfer any rights, or obligations under this Agreement or any interest in Franchisee to any third party without Franchisor's prior written consent, contrary to the terms of Section XIV hereof;

F. If Franchisee fails to comply with the in-term covenants in Section 13.02. hereof or fails to obtain execution of the covenants required under Sections 10.07. or 13.04. hereof;

G. If, contrary to the terms of Section VII hereof, Franchisee discloses or divulges the contents of the Manual or any other confidential information provided to Franchisee by Franchisor;

H. If an approved transfer is not effected as required by Section 14.05. hereof, following Franchisee's death or mental incapacity;

I. If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor;

J. If Franchisee or any individual, group, association, limited or general partnership, corporation, or other business entity which directly or indirectly controls, is controlled by, or is under common control with Franchisee; or which directly or indirectly owns, controls, or holds power to vote 10% or more of the outstanding voting securities of Franchisee; or which has in common with

Franchisee one or more partners, officers, directors, trustees, branch managers, or other persons occupying similar status or performing similar functions ("Affiliate") commits any act of default under any other Franchise Agreement, (except for failure to meet the development schedule thereunder), asset purchase agreement, promissory note or any other agreement entered into by Franchisee or an Affiliate of Franchisee, and Franchisor, or any parent, subsidiary, affiliate, predecessor or successor to Franchisor;

K. If Franchisee, after or during a default pursuant to Section 15.03. hereof, commits the same default again, whether or not such default is cured after notice;

L. If Franchisee defaults more than once in any twelve (12) month period under Section 15.03. hereof for failure to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice;

M. If Franchisee refuses to permit Franchisor or its agents to enter upon the premises of the Franchised Unit to conduct any periodic inspection as set forth in Sections 5.09. and 10.02.H. hereof; or

N. If Franchisee uses any of Franchisor's Proprietary Marks in any unauthorized manner or is otherwise in default of the provisions of Section V hereof.

15.03. Except as provided in Sections 15.01. and 15.02. of this Agreement, upon any default by Franchisee which is susceptible of being cured, Franchisor may terminate this Agreement only by giving written Notice of Termination stating the nature of such default to Franchisee at least ten (10) days prior to the effective date of termination if the default is for failure to pay royalties, failure to satisfy financial obligations owed to Franchisor by Franchisee and/or a threat to the public health or safety resulting from the construction, maintenance or operation of the Franchised Unit, (including violations of any applicable public health law, code or regulation as determined by the relevant government authority after an inspection of the premises), and thirty (30) days, prior to the effective date of termination for any other default; provided, however, that Franchisee may avoid termination by curing such default to Franchisor's satisfaction within the ten (10) day or thirty (30) day period, as applicable. If any such default is not cured within the specified time, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the ten (10) day or thirty (30) day period, as applicable, or such longer period as applicable law may require. Notwithstanding anything to the contrary set forth in this Agreement, Franchisee hereby acknowledges that any agreement between Franchisee and Franchisor relating to past due amounts accruing hereunder, (an "Arrearage Agreement"), including, but not limited to any promissory note, payment plan or amendment to this agreement shall be deemed to be a material part of this agreement and shall be incorporated herein by reference. A default under any Arrearage Agreement shall be deemed a material default of this Franchise Agreement, regardless of the reason Franchisee fails to pay the amount which is the subject of such Arrearage Agreement.

15.04. Franchisee shall indemnify and hold Franchisor harmless for all costs and expenses (including, without limitation, reasonable administrative and personnel costs, and attorney' fees) and any losses incurred by Franchisor in enforcing the provisions hereof, or in upholding the propriety of any action or determination by Franchisor pursuant to this Agreement, or in defending any claims made by Franchisee against Franchisor or arising in any manner from Franchisee's breach of or failure to perform any covenant or obligation hereunder, including, without limitation, reasonable litigation expenses and attorneys' fees incurred by Franchisor in connection with any threatened or pending litigation relating to any part of this Agreement, unless Franchisee shall be found, after due legal proceedings, to have complied with all of the terms, provisions, conditions and covenants hereof.

15.05. If Franchisee breaches any of its obligations or covenants under this Agreement, the parties hereto agree that Franchisor will be damaged and that, at the time of execution of this Agreement, damages are difficult to estimate. Accordingly, Franchisee agrees that if Franchisee fails to comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Manuals, or fails to carry out the terms of this Agreement in good faith, then beginning on the sixth (6^{th}) business day after Franchisor provides written notice to Franchisee of its failure to comply, Franchisee will pay Franchisor Five Hundred Dollars ($500) per day (or such lesser amount as is permitted under local law), as liquidated damages and not as a penalty, for each day that such failure continues; provided, however, that the total liquidated damages paid to Franchisor pursuant to this Section 15.05 shall not exceed Ten Thousand Dollars ($10,000) in any calendar year. Franchisee hereby waives its right to contest such determination. Nothing herein shall bar Franchisor from obtaining injunctive relief.

XVI. EFFECT OF TERMINATION OR EXPIRATION

16.01. Upon termination or expiration of this Agreement, all rights granted herein shall forthwith terminate, and:

A. Franchisee shall immediately cease to operate the Franchised Unit as an Abbott's Unit, and shall not thereafter, directly or indirectly, represent to the public that the Franchised Unit is or was an Abbott's Unit;

B. Franchisee shall immediately and permanently cease to use, by advertising or in any manner whatsoever, any menus, confidential formulas, equipment, methods, procedures, techniques associated with the System, the Proprietary Marks, and Franchisor's other trade names, trademarks, and service marks associated with the Abbott's System. In particular, and without limitation, Franchisee shall cease to use all signs, equipment, advertising materials, stationery, forms, packaging, containers, and any other articles which display the Proprietary Marks;

C. Franchisee agrees, if Franchisee continues to operate or subsequently begins to operate stores or other businesses, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks in conjunction with such other business which is likely to cause confusion or mistake or to deceive, and further agrees not to utilize any trade dress, designation of origin, description, or representation which falsely suggests or represents an association or connection with Franchisor;

D. Franchisee agrees, immediately upon termination or expiration of this Agreement or cessation of operation of the Franchised Unit at the Approved Location for any reason, whether or not Franchisee continues to operate any business at such location and whether or not Franchisee owns or leases the location, to make such modifications or alterations to the Franchised Unit premises as may be necessary to prevent the operation of any businesses thereon by Franchisee or others in derogation of this Section XVI, and shall make such specified additional changes thereto as Franchisor may reasonably request for that purpose. The modifications and alterations required by this Section XVI shall include, but are not limited to, removal of all trade dress, interior design elements, proprietary marks, and other indicia of the Abbott's System;

E. Franchisee shall immediately pay all sums owing to Franchisor no later than thirty (30) days after the effective date of termination or expiration. In the event of termination for any default by Franchisee, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default; and

F. Franchisee shall immediately turn over to Franchisor the Manual, all other manuals, records, files, instructions, correspondence, and any and all other materials relating to the operation of

the Franchised Unit in Franchisee's possession and all copies thereof (all of which are acknowledged to be Franchisor's property) and shall retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of this Agreement, any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of law.

16.02. Franchisor shall have the right (but not the duty) to be exercised by notice of intent to do so within thirty (30) days after termination or expiration of this Agreement, to purchase any and all improvements, equipment (including, without limitation, the frozen custard machine used at the Franchised Unit), ingredients, products, materials, supplies, paper goods, advertising and promotional materials, and any items bearing Franchisor's Proprietary Marks, at net book value. If the parties cannot agree on a net book market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and the appraiser's determination of net book market value shall be binding. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set-off all amounts due from Franchisee under this Agreement and the cost of the appraisal, if any, against any payment therefor.

16.03. In the event the premises are leased to Franchisee, Franchisee shall, upon termination of this Agreement and upon request by Franchisor, immediately assign, set over and transfer to Franchisor, at Franchisor's sole option and discretion, said lease and the premises, including improvements. Any such lease entered into by Franchisee shall contain a clause specifying the landlord's consent to assign such lease to Franchisor or its assignee in the event this Agreement is terminated, as further specified in Section 1.01 herein.

16.04. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor in seeking recovery of damages caused by any action of Franchisee in violation of, or in obtaining injunctive relief for the enforcement of, any portion of this Section XVI. Further, Franchisee acknowledges and agrees that any failure to comply with the provisions of this Section XVI, shall result in irreparable injury to Franchisor.

16.05. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

16.06. Franchisee shall comply with the covenants contained in Section XIII of this Agreement.

16.07. Franchisee shall execute such documents as Franchisor may reasonably require to effectuate termination of the Franchised Unit and Franchisee's rights to use the trademarks and systems of Franchisor.

XVII. TAXES, PERMITS, AND INDEBTEDNESS

17.01. Franchisee shall promptly pay when due all taxes, accounts, and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Unit under this Agreement.

17.02. Franchisee, in the design, construction and/or build-out, and conduct of the Franchised Unit, shall comply with all applicable laws and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the businesses operated under this Agreement, including, without limitation, licenses to do business, trade name registrations, sales tax permits, and fire clearances.

XVIII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

18.01. This Agreement does not constitute Franchisee an agent, legal representative, joint venturer, partner, employee, or servant of Franchisor for any purpose whatsoever. Franchisee acknowledges and agrees that Franchisor may offer products and services that differ from those offered by Franchisee, and that, unlike

the franchised business, Franchisor's business includes the licensing of the Proprietary Marks and the providing of training, advice, and support to Franchisees as set forth in this Agreement, developing enhancements to the System and, accordingly, Franchisor's usual business is different from Franchisee's usual business of operating a unit. Franchisee further acknowledges and agrees that Franchisee's day-to-day performance of services to its customers is not subject to Franchisor's control and direction. It is understood and agreed that Franchisee shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Franchisor. The parties further agree that this Agreement does not create any fiduciary relationship between them.

18.02. During the term of this Agreement and any extensions hereof, Franchisee agrees to take such action as Franchisor deems reasonably necessary for Franchisee to inform and hold itself out to the public as an independent contractor operating the Franchised Unit pursuant to a franchise from Franchisor, including, without limitation, exhibiting a notice of that fact at the Franchised Unit in form and substance satisfactory to Franchisor.

18.03. Franchisee agrees to defend, indemnify, and hold harmless Franchisor and its successors and assigns from all claims, demands, losses, damages, liabilities, cost, and expenses (including attorneys' fees and litigation expenses) resulting from, or alleged to have resulted from, or in connection with Franchisee's operation of the Franchised Unit, including, but not limited to, any claim or action based on or arising out of any injuries, including death to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the Franchised Unit and/or the performance of this contract by Franchisee, its agents, employees, and/or its subcontractors, their agents and employees, or anyone for whose acts they may be liable, regardless of whether or not such claim, demand, damage, loss, liability, cost, or expense is caused in whole or in part by the negligence of Franchisor, Franchisor's representative, or the employees, agents, invitees, or licensees thereof.

18.04. Franchisor shall advise Franchisee in the event Franchisor receives notice that a claim has been or may be filed with respect to a matter covered by this Agreement, and Franchisee shall immediately assume the defense thereof at Franchisee's sole cost and expense. In any event, Franchisor will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect Franchisor and/or its successors or assigns. If Franchisee fails to assume such defense, Franchisor may defend, settle, and litigate such action in the manner it deems appropriate and Franchisee shall, immediately upon demand, pay to Franchisor all costs (including attorneys' fees and litigation expenses) incurred by Franchisor in affecting such defense, in addition to any sum which Franchisor may pay by reason of any settlement or judgment against Franchisor.

18.05. Franchisor's right to indemnity hereunder shall exist notwithstanding that joint or several liability may be imposed upon Franchisor by statute, ordinance, regulation, or judicial decision.

18.06. Franchisee agrees to pay Franchisor all expenses, including without limitation attorneys' fees and court costs, incurred by Franchisor and its successors and assigns to remedy any defaults of or enforce any rights under this Agreement, effect termination of this Agreement or collect any amounts due under this Agreement.

XIX. APPROVALS AND WAIVERS

19.01. Whenever this Agreement requires the prior approval of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be in writing.

19.02. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which Franchisor would not otherwise be subject,

by providing any waiver, approval, advice, consent, or suggestions to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

19.03. No failure of Franchisor to exercise any power reserved to it in this Agreement, or to insist upon compliance by Franchisee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right in respect to any subsequent default of the same or of a different nature, nor shall any delay, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants of this Agreement, affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any rights, hereunder or right to declare any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

19.04 Neither Franchisor, Franchisor's affiliates, nor Franchisee or Franchisee's affiliates shall be responsible or liable for any delays in the performance of any duties under this Agreement which are not the fault or within the reasonable control of that party, including, but not limited to, delays in deliveries by common carriers, late deliveries of products or goods or furnishing of services by third-party vendors, fire, flood, natural disasters, epidemics or pandemics, acts of God, acts of terrorism, governmental acts or orders, civil disorders, strikes, and any other labor-related disruption, and in any event said time period for the performance of an obligation hereunder shall be extended for the amount of time of the delay or impossibility. Provided, however, that this clause shall not apply to and not result in an extension of: (1) the time for any payment to be made by Franchisee to Franchisor as required hereunder, or (2) the term of this Agreement for a period longer than ninety (90) days.

XX. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or by other means which will provide evidence of the date received to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:
Abbott's Frozen Custard, Inc.
4791 Lake Avenue
Rochester, New York 14612
Attn: Brenden Drew

Notices to Franchisee:
_____
_____
_____
Attn: _____

All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and shall be deemed so delivered: (i) at the time delivered by hand; (ii) one (1) business day after sending by telegraph, facsimile or comparable electronic system; or (iii) if sent by registered or certified mail or by other means which affords the sender evidence of delivery, on the date and time of receipt or attempted delivery if delivery has been refused or rendered impossible by the party being notified.

XXI. SEVERABILITY AND CONSTRUCTION

21.01. Except as expressly provided to the contrary herein, each section, paragraph, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect to bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be part of this Agreement.

21.02. Except as has been expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officer, directors, and employees, and Franchisee's permitted and Franchisor's respective successors and assigns, any rights or remedies under or by reason of this Agreement.

21.03. All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

21.04. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgements, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all the parties hereto on behalf of Franchisee.

21.05. This Agreement may be executed in counterparts, and each copy so executed shall be deemed an original.

XXII. ENTIRE AGREEMENT; SURVIVAL

22.01. This Agreement, the exhibits hereto, the documents referred to herein, and the Abbott's Frozen Custard, Inc. Development Agreement under which the Franchised Unit was developed, if any, constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and supersede any and all prior agreements. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, modification, or variance of this Agreement shall be binding on either party unless in writing and executed by Franchisor and Franchisee. Representations by either party, whether oral, in writing, electronic or otherwise, that are not set forth in this Agreement shall not be binding upon the party alleged to have made such representations and shall be of no force or effect. Nothing in this Agreement or in any related agreement between Franchisor and Franchisee is intended to disclaim the representations made by Franchisor in Franchisor's franchise disclosure document or any exhibits or attachments thereto.

22.02. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever (including the execution of a subsequent Abbott's franchise agreement pursuant to the provisions of Sections 2.02 or 14.03.F. hereof), or upon the expiration of the Term hereof, any provisions of this Agreement which, by their nature, extend beyond the expiration or termination of this Agreement, shall survive termination or expiration and be fully binding and enforceable as though such termination or expiration had not occurred.

XXIII. ACKNOWLEDGMENTS

23.01. Franchisee acknowledges that Franchisee has conducted an independent investigation of the Abbott's franchise and recognized that the business venture contemplated by this Agreement involves business

risks and Franchisee's success will be largely dependent upon the ability of Franchisee as an independent business entity.

_____
Franchisee
Must Initial

FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED, ANY WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

_____
Franchisee
Must Initial

FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT, THE EXHIBITS HERETO, IF ANY, AND THE AGREEMENTS RELATING THERETO, IF ANY, AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

_____
Franchisee
Must Initial

FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

_____
Franchisee
Must Initial

FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTOOD THIS AGREEMENT, THE EXHIBITS HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY, AND THAT FRANCHISOR HAS ACCORDED FRANCHISEE AMPLE TIME AND OPPORTUNITY AND HAS ENCOURAGED FRANCHISEE TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.

_____
Franchisee
Must Initial

FRANCHISEE RECOGNIZES AND UNDERSTANDS THAT IT MAY INCUR OTHER EXPENSES AND/OR OBLIGATIONS AS PART OF THE INITIAL INVESTMENT IN THE FRANCHISED UNIT WHICH THE TERMS OF TERMS OF THIS AGREEMENT MAY NOT ADDRESS, AND WHICH INCLUDE WITHOUT LIMITATION: OPENING ADVERTISING, EQUIPMENT, FIXTURES, OTHER FIXED ASSETS, CONSTRUCTION, LEASEHOLD IMPROVEMENTS, AND DECORATING COSTS AS WELL AS WORKING CAPITAL NECESSARY TO COMMENCE OPERATIONS.

_____
Franchisee
Must Initial

FRANCHISEE ACKNOWLEDGES THAT UNDER APPLICABLE U.S. LAW, INCLUDING, WITHOUT LIMITATION, EXECUTIVE ORDER 13224, SIGNED ON SEPTEMBER 23, 2001 (THE "ORDER"), AS AMENDED, FRANCHISOR IS PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY SPECIALLY DESIGNATED NATIONAL OR BLOCKED PERSON. "SPECIALLY DESIGNATED NATIONAL" OR "BLOCKED PERSON" SHALL MEAN (1) THOSE PERSONS DESIGNATED BY THE U.S. DEPARTMENT OF TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL FROM TIME TO TIME AS A "SPECIALLY DESIGNATED NATIONAL" OR "BLOCKED PERSON" OR SIMILAR STATUS, (2) A PERSON ENGAGED IN, OR AIDING ANY PERSON ENGAGED IN, ACTS OF TERRORISM, AS DEFINED IN THE ORDER, OR (3) A PERSON OTHERWISE IDENTIFIED BY GOVERNMENT OR LEGAL AUTHORITY AS A PERSON WITH WHOM FRANCHISOR

IS PROHIBITED FROM TRANSACTING BUSINESS. CURRENTLY, A LISTING OF SUCH DESIGNATIONS AND THE TEXT OF THE ORDER ARE PUBLISHED AT THE INTERNET WEBSITE ADDRESS, WWW.USTREAS.GOV/OFFICES/ENFORCEMENT/OFAC. SUCH LISTING MAY ALSO BE OBTAINED OR VERIFIED BY CALLING THE OFFICE OF FOREIGN ASSETS CONTROL LICENSING DEPARTMENT AT TELEPHONE NUMBER (202) 622-2480. ACCORDINGLY, FRANCHISEE REPRESENTS AND WARRANTS TO FRANCHISOR THAT AS OF THE DATE OF THIS AGREEMENT, NEITHER FRANCHISEE NOR ANY PERSON HOLDING ANY OWNERSHIP INTEREST IN FRANCHISEE, CONTROLLED BY FRANCHISEE, OR UNDER COMMON CONTROL WITH FRANCHISEE IS A SPECIALLY DESIGNATED NATIONAL OR BLOCKED PERSON, AND THAT FRANCHISEE (1) DOES NOT, AND HEREAFTER SHALL NOT, ENGAGE IN ANY TERRORIST ACTIVITY; (2) IS NOT AFFILIATED WITH AND DOES NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY; (3) IS NOT ACQUIRING THE RIGHTS GRANTED UNDER THIS AGREEMENT WITH THE INTENT TO GENERATE FUNDS TO CHANNEL TO ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY, OR TO OTHERWISE SUPPORT OR FURTHER ANY TERRORIST ACTIVITY, AND (4) IS NOT MAKING DONATIONS OF THE TYPES OF ARTICLES SPECIFIED IN SECTION 203(B)(2) OF THE INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT (50 U.S.C. 1702(B)(2) FOR THE BENEFIT OF ANY PERSONS DETERMINED TO BE SUBJECT TO THE ORDER AND WOULD ENDANGER ARMED FORCES OF THE UNITED STATES. FRANCHISEE AGREES THAT FRANCHISEE SHALL IMMEDIATELY PROVIDE WRITTEN NOTICE TO FRANCHISOR OF THE OCCURRENCE OF ANY EVENT WHICH RENDERS THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION 23.01 INCORRECT.

XXIV. APPLICABLE LAW; VENUE

24.01. Applicable Law. This Agreement takes effect upon its acceptance and execution by Franchisor and shall be interpreted and construed under the laws of the State of New York which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of New York choice of law or conflict of law rules) except to the extent governed by the U. S. Trademark Act of 1946, 15 U.S.C. § 1051, et seq. (the "Lanham Act") as amended; provided, however, that if the covenants in Section XIII of this Agreement would not be enforceable under the laws of New York, and the Franchised Unit is located outside of New York, then such covenants shall be interpreted and construed under the laws of the state in which the Franchised Unit is located. Nothing in this Section XXIV is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of New York to which this Agreement would not otherwise be subject.

24.02. The parties agree that any action brought by Franchisee against Franchisor in any court, whether federal or state, shall be brought within such state and in the judicial district in which Franchisor has its principal place of business. Any action brought by Franchisor against Franchisee in any court, whether federal or state, may be brought within the state and in the judicial district in which Franchisor has its principal place of business. Franchisee hereby consents to personal jurisdiction and venue in the state and judicial district in which Franchisor has its principal place of business.

24.03. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each shall be cumulative of any other right or remedy provided in this Agreement.

24.04. Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

24.05. Franchisor and Franchisee hereby waive to the fullest extent permitted by law any right to or claim of any consequential, punitive, or exemplary damages against the other, and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

XXV. CORPORATE FRANCHISEE

In the event Franchisee named herein is a corporation at the time of execution of this Agreement, it is warranted, covenanted and represented to Franchisor that:

25.01. All of the issued and outstanding stock of Franchisee is owned, legally and beneficially, by the person or persons listed on Exhibit "D" attached hereto.

25.02. The above-named person or persons has (have) individually, and jointly and severally, executed this Agreement, and such person, or one of such persons, is and shall be the chief executive officer of Franchisee corporation, holding such corporate office or offices as may be necessary to maintain and exercise the actual power and authority actively to direct the affairs of Franchisee.

25.03. Franchisee is validly incorporated and duly existing under the laws of the State of _____, is duly qualified to conduct business therein, and has its principal place of business at _____. Franchisee shall promptly notify Franchisor in writing of any change thereto during the term of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed, and delivered this Agreement in triplicate on the day and year first above-written.

FRANCHISOR:

ABBOTT'S FROZEN CUSTARD, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO FRANCHISE AGREEMENT]

EXHIBIT A

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

APPROVED LOCATION

The Approved Location under this Agreement shall be: _____
_____.

Franchisee Initials _____
Abbott's Frozen Custard, Inc. Representative Initials_____

EXHIBIT B

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

ADA CERTIFICATION

Abbott's Frozen Custard, Inc. ("Franchisor") and _____ ("Franchisee") are parties to a franchise agreement dated _____ (the "Franchise Agreement") for the operation of Abbott's frozen custard retail franchised business at _____ _____ (the "Franchised Business"). In accordance with Paragraph 1.07. of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee's knowledge, the Franchised Business and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations, and standards, including but not limited to the Americans with Disabilities Act. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Franchisor does not constitute ownership, control, leasing, or operation of the Franchised Business. Franchisee acknowledges that Franchisor has relied on the information contained in this certification. Furthermore, Franchisee agrees to indemnify Franchisor and the officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

IN WITNESS WHEREOF, the undersigned has executed this ADA Certification on the date _____

FRANCHISEE:

By:_____

Name:_____

Title:_____

EXHIBIT C

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

NOTICE OF COMMENCEMENT DATE

Name of Franchisee: _____

Franchise Agreement Dated: _____

Franchise Premises Address: _____

_____

_____

NOTICE is hereby given to the abovementioned Franchisee pursuant to Section 2.01. of the Franchise Agreement that the Term of the abovementioned Franchise Agreement commenced on _____, 20___, and that the Term shall expire on _____, _____, unless the Franchise Agreement is terminated earlier, pursuant to its terms and conditions.

ABBOTT'S FROZEN CUSTARD, INC.

By: _____

Title: _____

Date of Notice: _____

EXHIBIT D

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

SHAREHOLDERS OF FRANCHISEE

(For Corporate Franchisees)

Name of Shareholders	Number of Shares	Percent Ownership of Franchisee	Title

EXHIBIT E

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

STATEMENT OF LEGAL COMPOSITION

FRANCHISEE represents, warrants, and covenants that the following information is true, correct, and complete as of the date given below.

1. As of the date of this Agreement, Franchisee is:

_____ an individual (complete Section 2, below);

_____ a corporation (complete Sections 2 and 3, below);

_____ a partnership (complete Sections 2 and 4, below); or

_____ a limited liability company (complete Sections 2 and 5, below).

2. _____
(Name of Franchisee, Corporation, Partnership, or Limited Liability Company)

_____
(Street Address) **(City, State, Zip Code)**

_____
(Country) **(Phone)**

3. If Franchisee is a corporation, Franchisee shall complete this Section.

a. Franchisee is a corporation duly organized and existing under the laws of _____ _____.

b. The corporation was organized on the _____ day of _____.

c. The names, addresses, and percentages of shares issued to each shareholder having a direct or indirect ownership interest in Franchisee is as follows:

Name	**Address**	**Percentage of Issued Shares**

d. The names and addresses of officers and directors of the company is as follows:

Name	Address	Title
_____		**President**
_____		**Vice-President**
_____		**Sec/Treasurer**
_____		**Treasurer**
_____		**Other Officer**
_____		**Director**
_____		**Director**

e. The name(s) and address(es) of the Managing Director(s) is/are as follows:

Name	Address
_____	
_____	

4. If Franchisee is a partnership, Franchisee shall complete this Section.

a. Franchisee is a partnership duly organized and existing under the laws of _____ _____.

b. The partnership was organized on the _____ day of _____, _____.

c. The names, addresses and percentages of shares issued to each shareholder having a direct or indirect ownership interest in Franchisee is as follows:

	Name	Address	Percentage of Issued Shares
1.	_____		
2.	_____		
3.	_____		
4.	_____		

d. The name(s) and address(es) of the General Managing Partner(s) is/are as follows:

Name	**Address**

5. If Franchisee is a limited liability company, Franchisee shall complete this Section.

a. Franchisee is a limited liability company duly organized and existing under the laws of _____.

b. The limited liability company was organized on the _____ day of, _____.

c. The names, addresses, and percentages of shares issued to each shareholder having a direct or indirect ownership interest in Franchisee is as follows:

	Name	**Address**	**Percentage of Issued Shares**
1.			
2.			
3.			
4.			

d. The name(s) and address(es) of the Principal Manager(s) is/are as follows:

Name	**Address**

IN WITNESS WHEREOF, Franchisee has hereunto set its hand this _____ day of _____ _____, 20___.

_____
Name of Corporation, Partnership, or Limited Liability Company

BY:_____

ITS:_____

ATTEST:_____

EXHIBIT F

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

GUARANTEE AND INDEMNITY

GUARANTEE AND INDEMNITY

TO: Abbott's Frozen Custard, Inc.

In order to induce Abbott's Frozen Custard, Inc. ("AFC") to enter into the Franchise Agreement dated _____, 20___ (the "Franchise Agreement") between AFC and ___ _____ ("Franchisee"), the undersigned, _____ _____ ("Guarantor(s)"), for good and valuable consideration, the receipt and sufficiency are acknowledged covenants and agrees with AFC as follows:

1. Terms not otherwise defined will have the same meaning as in the Franchise Agreement.

2. Guarantor(s) guarantees the due and punctual payment of all amounts stated to be payable on the part of Franchisee under the Franchise Agreement and the prompt and complete performance of all of the terms, covenants, conditions, and agreements contained on the part of Franchisee pursuant to the Franchise Agreement. The guarantee and indemnity is one of performance and payment and not of collection.

3. Guarantor(s) further agrees to indemnify and save harmless AFC from all losses, costs, or damages arising out of any failure on the part of Franchisee to pay the amounts referred to in Section 2 of this guarantee and indemnity or to perform any of the terms, covenants, conditions, or agreements referred to in Section 2 but only to the same extent Franchisee is obligated to indemnify the Indemnitees under the Franchise Agreement.

4. This guarantee is absolute and unconditional and the obligations of Guarantor(s) will not be released, discharged, mitigated, impaired, or affected by:

(a) any settlements, extensions of time, indulgences, or modifications which AFC may extend to or make with Franchisee or any co-surety in respect of any one or more of the provisions of the Franchise Agreement or any other agreement;

(b) any waiver by AFC of, or any failure or delay on the part of AFC, to enforce any of the terms, covenants, conditions, or provisions of the Franchise Agreement;

(c) any amendment or alteration to the Franchise Agreement or any of the covenants or terms; or

(d) any assignment or other Transfer of the Franchise Agreement by Franchisee.

5. Guarantor(s) expressly waives notice of the acceptance of this indemnity and all notices of non-performance, non-payment, or non-observance on the part of Franchisee of the terms, covenants, conditions, and provisions of the Franchise Agreement.

6. If the Franchisee defaults under the Franchise Agreement, AFC will not be required, before enforcing this guarantee and indemnity, to:

(a) proceed against Franchisee or any other Guarantor(s) or pursue any rights or remedies with respect to the Franchise Agreement;

(b) proceed against or exhaust any security of Franchisee or any other person held by AFC; or

(c) pursue any other remedy in the power of AFC.

7. AFC shall have the right to enforce this guarantee and indemnity regardless of the acceptance of additional security and regardless of the release or discharge of Franchisee or of any other surety (including any signatory hereto) or of any other security held by AFC or by others whether by agreement or by operation of law.

8. Without limiting the generality of the foregoing, Guarantor(s) will be bound by this guarantee and indemnity in the same manner as though Guarantor(s) was Franchisee named in the Franchise Agreement, except that the liability of Guarantor(s) under this guarantee and indemnity will not be waived, released, discharged, impaired, or affected by reason of the release or discharge of Franchisee or any surety in any receivership, bankruptcy, winding-up, or other creditor's proceeding. No action or proceeding brought or instituted under and no recovery or judgment in pursuance of this guarantee and indemnity will be a bar or defense to any further action or proceeding which may be brought under this guarantee and indemnity by reason of any further default or defaults under this guarantee and indemnity or in the performance and observance of the terms, conditions and provisions of the Franchise Agreement. No modification of this guarantee and indemnity will be effective unless it is in writing and signed by both Guarantor(s) and AFC.

9. If two or more individuals or entities execute this guarantee and indemnity as Guarantor(s), the liability of each shall be joint and several.

10. This guarantee and indemnity shall remain in full force and effect for such period of time as the Franchise Agreement, and any novation or renewal of this guarantee and indemnity shall remain in force and effect and so long as any obligation under this guarantee and indemnity remains outstanding and undischarged.

11. There are no representations, collateral agreements, or conditions with respect to this guarantee and indemnity or affecting the liability of Guarantor(s), other than as contained in this guarantee and indemnity.

12. Guarantor(s) shall be bound by any account settled between AFC and Franchisee.

13. This guarantee and indemnity will be operative and binding upon every signatory regardless of the non-execution by any other proposed signatory or signatories, and possession of this instrument by AFC will be conclusive evidence against the undersigned Guarantor(s) that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with unless at the time of receipt of this instrument by AFC, each signatory obtains from AFC a letter setting out the terms and conditions

under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

14. Any notice which AFC wishes to serve on Guarantor(s) will be sufficiently given if served personally on Guarantor(s), or mailed by prepaid registered or certified mail addressed to Guarantor(s) at the address indicated below, and every such notice will be deemed given on the day it was personally served, or if mailed, on the third business day after it was mailed. Guarantor(s) may designate, by notice in writing to AFC, a substitute address for notice. If two or more persons are named as Guarantor(s), any notice will be deemed given to all such persons when the same is served personally or mailed in the foregoing manner to any one of such persons.

15. All of the terms, agreements, and conditions of this guarantee and indemnity will extend to and be binding upon Guarantor(s) and Guarantor's heirs, executors, administrators, successors, and assigns and shall inure to the benefit of and may be enforced by AFC, its successors and assigns.

GUARANTOR(S):

By: _____ By: _____

Name: _____ Name: _____

Date: _____ Date: _____

Address: _____ Address: _____

_____ _____

_____ _____

_____ _____

EXHIBIT G

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for trained employees, shareholders, officers, directors, general partners, and members and managers of Franchisee)

In consideration of my being a _____ of _____ _____ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Abbott's Frozen Custard, Inc. (the "Company"), as the result of the expenditure of time, skill, effort, and resources, has developed and owns a distinctive format and system (the "System") for opening and operating retail frozen custard (and related products) stands using a unique method for the preparation, marketing, distribution and serving of ice cream products, including frozen custard and related products.

2. Franchisee and the Company have entered into an Abbott's Franchise Agreement (the "Franchise Agreement") whereby Franchisee has acquired the rights and undertaken the obligation to establish and operate an Abbott's stand (the "Abbott's Stand" or "Franchised Business") under the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks") and the System, as they may be changed, improved, and further developed from time to time in the Company's sole discretion.

3. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information"). Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Confidentiality and Non-Competition Agreement (this "Agreement").

4. As _____ of the Franchisee, the Company and Franchisee will disclose some or all of the Confidential Information to me in furnishing to me the training program and subsequent ongoing training under the Franchise Agreement, the Abbott's Operating Manuals, and other general assistance during the term of this Agreement. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of Franchisee and the Franchised Business during the term hereof, and I acknowledge and agree that the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold all such Confidential Information in strict confidence. Unless the Company otherwise agrees in writing or as may be required by law, I will disclose and/or use the Confidential Information only in connection with my duties as _____ _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position, unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with, any person(s), partnership, association, corporation, or other entity, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any fast food (either takeout, on premises consumption, or a combination thereof) store that specializes in the sale of ice cream or other frozen dessert products (an "Ice Cream Store"). In addition, for a continuous uninterrupted period of two (2) years following

the cessation or termination of my position with Franchisee, and regardless of the cause for termination, I shall not, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person(s), partnership, association, corporation, or other entity, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Ice Cream Store that is, or is intended to be, located within twenty (20) miles of: (a) the approved location of Franchisee's Abbott's Stand, or (b) any other Abbott's stand (whether owned by the Company or any franchisee of the Company) operating under the System and Proprietary Marks as of the date of the cessation or termination of my position with Franchisee.

The prohibitions in this Section 6 do not apply to interests in or activities performed in connection with an Abbott's stand, or to ownership by me of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

7. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

8. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

9. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

10. This Agreement shall be construed under the laws of the State of New York. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

Signature:_____

Name:_____

Title:_____

ACKNOWLEDGED BY FRANCHISEE

Address:_____

_____

By:_____

Name:_____

EXHIBIT H

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE AGREEMENT

AMENDMENT FOR MASTER LICENSE AND LIMITED DISTRIBUTION

AMENDMENT

FOR

MASTER LICENSE AND LIMITED DISTRIBUTION

This Amendment for Master License and Limited Distribution to the Abbott's Frozen Custard, Inc. Franchise Agreement (the "Amendment") is made and entered into on _____, 20___, by and between Abbott's Frozen Custard, Inc., a New York corporation ("Franchisor" or "Abbott's"), and _____ ("Franchisee").

RECITALS:

WHEREAS, Franchisee has entered into a certain franchise agreement with Franchisor, dated _____, 20___ (the "Franchise Agreement"), for the purpose of operating an Abbott's Frozen Custard business located at _____ (the "Original Franchised Unit") under the Proprietary Marks;

WHEREAS, Franchisor has devoted time, skill, effort, and money to develop, and may continue to develop, a distinctive system relating to the preparation, marketing, distribution, and serving of ice cream products, including frozen custard and related products ("System") that are identified by the Proprietary Marks;

WHEREAS, under the Franchise Agreement, Franchisor has the right, from time to time, to supplement, improve, and otherwise modify the System, and Franchisee has agreed to comply with all of Franchisor's requirements in that regard, including offering and selling new or different products or services as Franchisor may specify;

WHEREAS, as part of a modification of the System, Franchisor desires to grant Franchisee the right to open and operate a kiosk offering a certain limited number of Abbott's Products at a specific site approved in writing by Franchisor and near an existing operating Franchised Unit owned by Franchisee ("Satellite Kiosk");

WHEREAS, Franchisee understands the Satellite Kiosk will not be a full-service Abbott's franchised unit. The Satellite Kiosk will only operate with the support of and together with the Original Franchised Unit, as provided in the Operations Manual, with Franchisor's specific written approval. Franchisee understands this Amendment and any guidelines Franchisor sets for how close a satellite kiosk should be to its original franchised unit do not grant Franchisee any territorial rights, and there are no radius restrictions or minimum population requirements which limit where Franchisor can license or open another Abbott's franchised unit, including any satellite kiosk, unless provided under local law;

WHEREAS, Franchisee understands the term of this Amendment is from the date of this Amendment until the termination or expiration of the Franchise Agreement because the operation of the Satellite Kiosk depends upon the existence and support of the Original Franchised Unit. Franchisee further understands that the termination or expiration of the lease or license for the Original Franchised Unit or Satellite Kiosk will shorten the term of this Amendment; and

WHEREAS, the individuals signing this Amendment as Franchisee must be identical at all times to the individuals who are the parties to the Franchise Agreement, as reflected in Franchisor's records.

IN CONSIDERATION of the covenants herein contained and other valuable consideration, receipt and sufficiency of which are acknowledged, Franchisee and Franchisor agree as follows:

1. Article I of the Franchise Agreement, under the heading "Appointment," is amended by adding the following language at the end thereof:

   1.07 Franchisor grants Franchisee the right, and Franchisee undertakes the obligation, at Franchisee's expense and on the terms and conditions set forth in that certain Amendment for Master License and Limited Distribution executed by the parties hereto (the "Amendment"), to establish at the Approved Satellite Location (as specified in Exhibit A to the Amendment) a Satellite Kiosk (as defined in the Amendment). Franchisor reserves the right to approve or disapprove such Satellite Kiosk in its own discretion, during the term of this Agreement.

   1.08 In some cases, because of the short term or other reasons, Franchisee may sign a lease or license directly with a landlord for the Satellite Kiosk. Any such lease or license must be subject to the prior written consent of Franchisor. Further, such lease or license must be pursuant to any terms and conditions required by Franchisor. After the approval and execution of any such lease or license, Franchisee will construct and equip the Satellite Kiosk in accordance with the specifications contained in the Operations Manual for satellite locations then open for business.

2. Article III, Section 3.04 of the Franchise Agreement, is amended by adding the following language at the end thereof:

   Gross Sales shall include all revenue generated at any Satellite Kiosk opened and operated by Franchisee.

3. Article VIII of the Franchise Agreement is amended by adding the following at the end of that section:

   8.05 Before opening any Satellite Kiosk, Franchisee must successfully complete Franchisor's training program. Franchisor will not charge for this program, but Franchisee must pay for travel to and from the training location while attending training.

4. Article X of the Franchise Agreement is amended by adding the following at the end of the section:

   10.18 The design, construction, layout, equipment, and operation of the Satellite Kiosk, including the procedures for transporting products and supplies from the Original Franchised Unit, must be in compliance with Franchisor's policies and the portions of the Operations Manual concerning satellite locations. Franchisor and Franchisee will approve the menu of items to be sold and the days and hours of operation. Generally, Franchisor intends the Satellite Kiosk will not be self-sufficient, without Franchisor's specific approval, which means the Satellite Kiosk may not be able to do one or more of the following: (1) prepare certain Abbott's Products; or (2) have adequate storage capacity for Products. The Satellite Kiosk may be temporary or seasonal, may operate with limited hours, may be mobile, or have any combination of these characteristics. Franchisor alone will determine whether the Satellite Kiosk premises, method of distribution and its operations qualify for treatment as a satellite location according to Franchisor policies.

5. Article XI of the Franchise Agreement is amended by adding the following at the end of that section:

11.08 Franchisee agrees and acknowledges that, unless waived by Franchisor in writing, the insurance requirements apply to the Satellite Kiosk as well as the Original Franchised Unit.

6. Article XV of the Franchise Agreement is amended by adding the following at the end of the Paragraph 15.02(B):

Franchisee further agrees and acknowledges that its right to relocate the Satellite Kiosk is subject to Franchisor's policies regarding (i) proximity of a satellite kiosk to its Original Franchised Unit to ensure product quality and proper servicing of the Satellite Kiosk and (ii) proximity to other Abbott's franchised locations or development areas.

7. Any default under the Franchise Agreement will also constitute a default under this Amendment and will result in the termination of this Amendment if the default is not cured and the Franchise Agreement is terminated.

8. Franchisee acknowledges and understands that because of Franchisor's requirement that a satellite kiosk cannot be self-sufficient (unless Franchisor specifically approves), and the individuals signing this Amendment as Franchisee must be identical at all times to the individuals who are the parties to the Franchise Agreement, Franchisee may not transfer this Amendment separate and apart from the Franchise Agreement. Also, Franchisee may not transfer the Franchise Agreement without also transferring this Amendment to the same purchaser, except as approved in writing by Franchisor. This requirement that the Original Franchised Unit and the Satellite Kiosk must be transferred together will apply with equal force to Franchisor's right of first refusal in Subparagraph 14.06 of the Franchise Agreement.

9. The Franchise Agreement, as amended and supplemented by this Amendment, contains the entire understanding of the parties. The parties can amend the Franchise Agreement further only in a signed writing. The provisions of the Franchise Agreement, as amended and supplemented by this Amendment, are ratified and affirmed.

10. The term of this Amendment will be from the date of this Amendment until the termination or expiration of the Franchise Agreement, subject to earlier termination of this Amendment by Franchisor upon three (3) days written notice.

11. Unless specifically stated otherwise, the terms used in this Amendment shall have the same meaning as in the Franchise Agreement. This Amendment constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Amendment shall be controlling with respect to the subject matter hereof. The recitals at the beginning hereof are incorporated into, and form an integral part of, both this Amendment and the Franchise Agreement.

[Signature page follows]

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

FRANCHISEE(S):	ABBOTT'S FROZEN CUSTARD, INC.
_____ Franchisee	Signature:_____
_____ Franchisee	Name (please print):_____
_____ Franchisee	Title (please print):_____
_____ Franchisee	

Franchisee Initials _____
Abbott's Frozen Custard, Inc. Representative Initials_____

AMENDMENT FOR MASTER LICENSE AND LIMITED DISTRIBUTION

Exhibit A

APPROVED SATELLITE LOCATION FORM

Name of Franchisee:_____

Approved Satellite Location:_____

Pursuant to the Abbott's Frozen Custard, Inc. Amendment for Master License and Limited Distribution between Abbott's Frozen Custard, Inc. and _____ dated as of _____, 20___, the parties hereby acknowledge and agree that the abovementioned site is an Approved Satellite Location authorized to sell and market the following Products of Abbott's Frozen Custard, Inc.:

_____
_____
_____
_____

IN WITNESS WHEREOF, each party has executed this Approved Satellite Location Form this _____ day of _____, 20___.

FRANCHISEE(S):

_____
Franchisee

_____
Franchisee

_____
Franchisee

_____
Franchisee

ABBOTT'S FROZEN CUSTARD, INC.

Signature:_____

Name (please print):_____

Title (please print):_____

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit C

EQUIPMENT AND SUPPLY AGREEMENT

ABBOTT'S FROZEN CUSTARD, INC.

EQUIPMENT AND SUPPLY AGREEMENT

THIS EQUIPMENT AND SUPPLY AGREEMENT (the "Agreement"), dated this _____ day of _____, 20___, is between and among Abbott's Frozen Custard, Inc., a New York corporation having its principal place of business at 4791 Lake Avenue, Rochester, NY 14612 ("us," "we," the "Company" or "Franchisor"); _____, a ____ _____ having its principal place of business at _____ _____ ("you" or "Franchisee"); and _____ _____, an individual residing in the State of _____ ("Guarantor").

1. Construction and Legal Effect.

Unless otherwise provided herein, this Agreement will be subject to the terms and conditions of the Abbott's Franchise Agreement between Franchisee and the Company dated ___ _____, 20___ (the "Franchise Agreement"), whereby Franchisee acquired the rights and undertook the obligation to establish and operate an Abbott's stand (the "Franchised Business"). Except as expressly provided in the Franchise Agreement, the terms and conditions in this Agreement supersede any additional or conflicting terms and conditions of yours, or any statement to the contrary.

We will supply to you on an on-going basis, for your use in operating the Franchised Business, certain equipment, ingredients, and other goods, as specified in our Operations Manual or otherwise in writing by us (collectively, such equipment and goods shall be referred to herein as the "Products"). We assume no responsibility for furnishing any other equipment, ingredients, goods, or materials shown in any plans and/or specifications for your franchised business. As of the effective date of this Agreement, the Products include, without limitation, the equipment, ingredients, and other goods described in Schedule 1 attached hereto.

Our shipment of Products to you is an offer to sell you those Products. Any proposal by you for additional or different terms to any such offer, and/or to vary in any degree any of the terms of such offer, is rejected, unless accepted by us in writing. Our published or quoted terms and conditions are subject to change without notice.

2. Quotations and Product Prices.

A quotation does not constitute an offer to sell, and no contract exists unless and until there has been an acceptance by you of the terms and condition of sale. Unless previously withdrawn or otherwise stated, a quotation will remain valid for thirty (30) days from the date of issue.

All quoted Product prices are net FOB shipping point our warehouse unless otherwise stated on our invoice. All costs subsequent to delivery will be borne by you unless otherwise specifically agreed to in writing by us. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment, or use of Products ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. Credit and Payment.

Unless otherwise noted on the invoice, payment terms are net fifteen (15) days. If, for any reason, we doubt your financial responsibility, we may decline to complete and deliver Products unless payment is made in cash, or may stop Products in transit. Pro rata payments will become due on partial shipment of Products. Where you are responsible for any delay in shipment of Products, we may treat the date of our completion of the Products as the date of shipment for purposes of payment; completed Products will be held at your cost and risk, and we will have the right to bill you for reasonable storage and insurance expenses.

On any account not paid in accordance with our terms, you will pay our costs and expenses of collection, including, without limitation, reasonable attorneys' fees and the reasonable costs incurred in engaging a collection agent to act on our behalf in the recovery of the account.

4. Delivery and Shipping.

We will have the right to deliver and invoice any part of an order immediately upon our completion of the Products ordered or our receipt of such Products from a third-party.

Delivery of Products to a common carrier, unless otherwise stated on the invoice, will constitute delivery and passage of title to you, and risk of loss will pass to you concurrently with the transfer of title. Any claim for loss or damage in transit must be entered with the carrier and prosecuted by you; and you are responsible for obtaining, at your expense, any desired insurance against such loss or damage.

If you reject any Products supplied pursuant to this Agreement, you must notify us of such rejection within thirty (30) days of the date of delivery. Failure to timely notify constitutes acceptance.

Delivery schedules are approximate only. In estimating dates for the furnishing of Products and delivery, no allowance has been made, nor will we be liable directly or indirectly, for delays of common carriers; delays from labor difficulties, shortages, strikes, or stoppages of any sort; fires; accidents; failure or delay in obtaining materials or manufacturing facilities; acts of government affecting us directly or indirectly; bad weather; pandemics or epidemics; or any other causes beyond our control or causes designated Acts of God or force majeure by any court of law and, in the event such delays arise, the estimated delivery date will be extended accordingly.

Delay will not give you a right to cancel an order. Your acceptance of delivery will constitute a waiver of any claim for delay. If you or the carrier refuses Product delivery or delays shipment or acceptance, the Products may be stored according to our direction as your agent, at your risk and expense. During any such period of storage, you will have title to the Products and bear the risk of loss.

In case of any shortage of Products, we reserve the right to allocate Products among the customers for the Products as we in our sole discretion deem appropriate.

Products will be boxed or crated, as we deem appropriate in our reasonable discretion, for protection against normal shipping and handling. An extra charge will be made for preservation,

waterproofing, and similar added protection of Products. Methods and routes of shipment will be determined by us in our sole discretion.

You acknowledge and agree that we will not ship to you, and will not arrange for or assist in the shipment to you of, any equipment, ingredients, goods, or materials that have not been approved by us, in the Operations Manual or otherwise in writing, for use by all Abbott's stands.

5. Cancellation and Deferred Deliveries.

Orders cannot be canceled without our written consent, which will only be given if you compensate us against losses incurred because of the canceled order. Products returned without our consent will not be accepted for credit. Authorized returns will be inspected and credited at the invoice net value, less fifteen percent (15%) restocking charge, plus any out-going and in-coming transportation costs, which we will pay. Additional charges will be assessed if the returned Products are not in a resalable condition. You may defer deliveries or cancel orders for custom products only upon our written consent and only if you pay all reasonable cancellation charges imposed by us.

6. Limitation of Liability.

Franchisee waives any right to or claim of any indirect, special, punitive, or consequential damages against Franchisor and its principals, employees, and agents, arising out of any cause whatsoever, whether grounded in contract, tort (including negligence), or strict liability; and agrees that under no circumstances will Franchisor's liability exceed the selling price for the Products for which liability is claimed. Any and all claims Franchisee has against Franchisor and/or its principals, employees, and agents, arising out of, or relating to, this Agreement may not be commenced unless Franchisee brings them before the earlier of (a) the expiration of one (1) year after the act, transaction, or occurrence upon which such claim is based; or (b) one (1) year after this Agreement expires or is terminated for any reason. Any claim or action not brought within the time period required under this Paragraph 6 shall forever be barred as a claim, counterclaim, defense, or set off.

7. Non-waiver.

No failure of Franchisor to exercise any power reserved to it in this Agreement, or to insist upon compliance by Franchisee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right in respect to any subsequent default of the same or of a different nature, nor shall any delay, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants of this Agreement, affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any rights, hereunder or right to declare any subsequent breach or default.

IN WITNESS WHEREOF, this Agreement has been executed on the date first above written by duly authorized individuals.

ABBOTT'S FROZEN CUSTARD, INC.

By: _____

Its: _____

_____
Franchisee

By: _____

Its: _____

GUARANTOR

_____
[Name of Guarantor]

Abbott's Frozen Custard, Inc.

Equipment and Supply Agreement

Schedule 1

As of the date of the Equipment and Supply Agreement, the Products include, without limitation, the following items:

A00010	Milk Shake Cup	600/Case (use lid A01030)
A00028	Flurrie Cup 12 oz Plastic	1000/Case (use lid A01030)
A00062	Abbott's 44 oz Monster Cup	500/Case (use lid A01085)
A00080	Turtle Cup	2500/Case
A00085	Wheel Box	500/Case
A00086	Vanilla Label	500/Roll
A00087	Turtle Box	500/Case
A00088	Chocolate Label	1000/Roll
A00090	Pint Container	500/Case (use lid A01010)
A00109	Kiddie Dish	1000/Case (use lid A01050)
A00100	Abbott's Sundae Dish	1000/Case (use lid A01091)
A00110	Abbott's Paper Single Dish	1000/Case (use lidA01092)
A00120	Banana Split Lid SB8	500/Case
A00130	Banana Split Dish SB12	500/Case
A00140	6-Pac Wheel Container	300/Case
A01010	Printed Pint Lid	500/Case
A01030	Clear Dome Milkshake/ Flurrie Lid	1000/Case DLW626
A01050	Kiddie Dish Dome Lid	1000/Case
A01051	Kiddie Flat Lids	1000/Case
A01052	Abbott's LabelKiddie	500/Roll
A01053	Abbotts 2.5 x 3.5 Label	500/Roll
A01085	44 oz. Monster Lid	50/Sleeve
A01091	Dome Lid for Sundae Dish	1000/Case
A01092	Dome Lid for Single Dish	1000/Case

A01094	Single Dish Flat Lid	1000/Case
A02019	Napkin	6000/Case
A02031	Straw	1200/Case
A02040	Wooden Stick	1000/Box
A02050	Handi Wipe Blue Towel	150/Box
A02059	Brown Roll Towel	12/Case
A02071	Glass Cleaner	Quart
A02080	Bleach	4 Gallon/Case
A02093	Dish Detergent	4 Gallons/Case
A02125	Cake Cards	207/Bundle
A02126	#12 Large Scoop	Each
A02127	#30 Small Scoop	Each
A03000	3"Blue Taster Spoon	3000/Case
A03001	5" Blue Spoon	1000/Case
A03010	8" Blue Soda Spoon	1000/Case
A03012	Plastic Glove	500/Case
A03020	Wax Bag	1000/Box
A03049	Abbott's Logoed Freezer Bag	100/Case
A03050	Abbott's 6 lb. Heavy Paper Bag	1000/Bundle
A03070	Abbott's 12 lb. Heavy Paper Bag	700/Bundle
A03071	Trash Can Liner	100/Case
A03092	Gift Card Sleeves	100/Pack
A03093	Plastic Gift Card	Each
A03101	19x14x4 Sheet Box	100/Bundle
A03102	10x10x5 Small/Medium Box	125/Bundle
A03121	12x12x5 Large Box	125/Bundle
A03122	Sundae Party Pack Box	25/Pack
A03150	Abbott's 10" Cake Disc Paper	200/Case
A03160	Abbott's 12" Cake Disc Paper	200/Case

A03189	Nike Golf Dri-Fit Polo	Each
A03190	Abbott's 1/2 Sheet Cake Board	50/Case
A03195	Sidewalk Chalk	Each
A03196	Abbott's Tatoo	100/Bundle
A03200	Abbott's Hoodie (Sweatshirt)	Each
A03203	Abbotts Zip Hoodie (sweatshirt)	Each
A03205	Abbott's Baby Bib	Each
A03207	Abbott's Baby & Youth T-Shirt	Each
A03208	Abbott's One Z	Each
A03210	Abbott's Hat	Each
A03211	Abbott's Visor	Each
A03225	Abbott's T-Shirt S-XL	Each
A03230	Mop Head Looped End	12/Case
A03999	Chocolate Waffle Top Dip	2#10/Case
A04001	Chocolate Bittersweet Novelty Dip	6-#10/Case
A04016	Chocolate Custard Base	12-2lb. Pouches
A04020	Dark Hot Fudge	6-#10/Case
A04031	Chocolate Syrup	4 Gallon/Case
A04040	Special Vanilla	4 Gallon/Case
A04049	Salty Caramel Puree	6-64 oz. cont.
A04050	Black Raspberry Puree	6#10/Case
A04051	Cake Batter Puree	4-1 Gal/Case
A04054	Cotton Candy (Blue) Base	Gallon
A04060	Blueberry Puree	3-#10/Case
A04070	Red Raspberry Puree	4 Gallon/Case
A04080	Strawberry Puree	6-64 oz./Case
A04090	Pistachio Pineapple Puree	3-#10/Case
A04100	Orange Pineapple Puree	6-#10/Case
A04120	Banana Puree	Container

A04140	Peach Puree	4-1 Gallons/Case
A04150	Butter Pecan Puree	4-1 Gallons/Case
A04171	Pumpkin Puree	6#10/Case
A04180	Butterscotch Puree	6-#10/Case
A04181	Caramel Puree	6-64 oz./Case
A04190	Espresso/ Coffee Concentrate	Gallon
A04195	Cheesecake Base	12-#2.5 Bags
A04205	Mango Puree	Gallon
A04210	Maple Nut Concentrate	Gallon
A04211	Key Lime Concentrate	Gallon
A04264	Abbott's Raspberry Dairy Free	4.6 lb. Bag
A04265	Abbott's Lemon Dairy Free	4.4 lb. Bag
A04266	Abbott's Pineapple Dairy Free	4.5 lb. Bag
A04267	Abbott's Cherry Dairy Free	4.5 lb. Bag
A04315	Crème De Menthe For Custard	Gallon
A05000	Pineapple Topping	6-64 oz./Case
A05005	Butterscotch Topping	1-#10/Can
A05010	Hot Apple Topping	1-64oz. Jars/Case
A05020	Red Raspberry Topping	6-64oz. Jars/Case
A05030	Blueberry Topping	6-64oz. Jars /Case
A05035	Walnut Topping	3-64oz. Jar
A05039	Marshmallow Topping	3-64oz. Jar
A05041	Peanut Butter Topping	6-#4 jar/Case
A05048	Broken Peanut Butter Cups	20lb./Case
A05050	Caramel Topping	6-#10/Case
A05054	Cookies and Crème	30 lb. Case
A05060	Whole Cherries	6/.5 Gallons
A05061	Whole Mini M&M'S	8 lb. Case
A05062	Chopped Heath	10 lb. Case

A05063	Chopped Reese's Pieces	10 lb. Case
A05065	Rainbow Nerds	10 lb. Case
A05067	Broken Butter Fingers	10 lb. Case
A05069	Chopped Snickers	10 lb. Case
A05070	Chopped Nuts	30 lb. Case
A05071	Brownie Dough	10 lb. Case
A05073	Gummy Bears	20 lb. Case
A05075	Cheesecake Pieces	10 lb. Case
A05077	Dark Raspberry Truffle Cups	10 lb. Case
A05079	Coconut Flakes	10lb. Case
A05080	Spanish Nuts	30 lb. Case
A05090	Chopped Almonds	30 lb. Case
A05091	English Walnuts	1-5lb. Case
A05092	Buttered Pecans	1-5lb. Case
A05100	Chocolate Cookie Crunch	30 lb. Case
A05120	Rainbow Sprinkles	25 lb. Case
A05130	Chocolate Sprinkles	25 lb. Case
A05140	Mint Chocolate Sprinkles	10 lb. Case
A05149	Chocolate Chip Cookie Dough	20 lb. Case
A05150	Mini Chocolate Chips	10 lb. Case
A05996	Ginger Spice Cookies	75/Case
A05997	Sugar Cookies	75/Case
A05998	Mini Chocolate Chip Cookies	approx. 94/Case
A05999	Chocolate Chip Cookies	162/Case
A06005	Chocolate Cookies	810/Case
A06006	Oreo Wheel Cookies	670/Case
A06010	Cannoli Shells	24/Case
A06021	Whopper Cones	484/Case
A06024	Vanilla Waffle Cone Mix	30 lb. Case

A06030	Pound Cakes for Shortcake Sundae	192/Case
A06051	Wild Fudge Brownie	192/Case
A06070	White Frosting	35 lb. Pail
A06071	Frozen Strawberries	6/#6.5/Case
A06080	Pie Shells	12/Case
A06090	Whipped Cream	12/Case 17oz Cans
A07000	Vanilla Fountain Syrup	4 Gallon/Case
A07010	Strawberry Fountain Syrup	4 Gallon/Case
A07020	Coffee Fountain Syrup	Gallon
A07030	Cherry Fountain Syrup	Gallon
A07040	Banana Fountain Syrup	4 Gallon/Case
A07050	Root beer Fountain Syrup	Gallon
A07051	Black Raspberry Shake Base	Gallon
A07052	Crème De Menthe Shake Base	Gallon
A07060	Instant Malt Powder	15lbs/Case
A07070	Malt Syrup	Gallon
A08052	Color Soft Gel Red	10.5 Bottle
A08053	Color Soft Gel Blue	10.5 Bottle
A08054	Color Soft Gel Lemon Yellow	10.5 Bottle
A08055	Color Soft Gel Leaf Green	10.5 Bottle
A08056	Color Soft Gel Violet	10.5 Bottle
A08057	Color Soft Gel Deep Pink	10.5 Bottle
A08058	Color Soft Gel Brown	10.5 Bottle
A08059	Color Soft Gel Black	10.5 Bottle
A09009	7" Spring Form Pan	Each
A09010	10" Spring Form Pan	Each
A09011	8" Spring Form Pan	Each
A09043	White Round Plastic Mix Bucket	Each

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit D

RENEWAL AMENDMENT

ABBOTT'S FROZEN CUSTARD, INC.
RENEWAL AMENDMENT

THIS RENEWAL AMENDMENT ("Amendment") effective as of _____, is by and between **ABBOTT'S FROZEN CUSTARD, INC.**, a New York corporation having its principal place of business at 4791 Lake Avenue, Rochester, NY ("Franchisor"); and _____ _____, a _____ having its principal place of business at _____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisee has operated an Abbott's frozen custard retail stand at _____ _____ (the "Franchised Unit") pursuant to a prior franchise agreement entered into between Franchisor and Franchisee (the "Prior Agreement");

WHEREAS, the Prior Agreement is set to expire on the effective date of this Amendment;

WHEREAS, Franchisor and Franchisee have entered into that certain Abbott's Franchise Agreement effective as of _____ (the "Franchise Agreement") for the purpose of renewing Franchisee's rights granted under the Prior Agreement; and

WHEREAS, Franchisor and Franchisee desire to amend the terms of the Franchise Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. The fifth and sixth "WHEREAS" clauses on Page 1 of the Franchise Agreement are hereby deleted in their entirety and replaced with the following language:

> **WHEREAS**, Franchisee has operated an Abbott's frozen custard retail stand under the System and Proprietary Marks under a franchise agreement with Franchisor, and wishes to enter into a renewal franchise agreement to continue to operate such retail stand; and
>
> **WHEREAS**, Franchisor is willing to grant Franchisee those renewal rights, as described in this Agreement, in reliance on all of the information, representations, warranties and acknowledgements Franchisee and its owners (if Franchisee is a legal entity) have provided to Franchisor in support of Franchisee's request.

2. Section 1.01 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

> 1.01. Franchisor grants to Franchisee the right to continue to operate an Abbott's frozen custard retail stand (the "Unit" or "Franchised Unit") only at and from the location identified in Exhibit "A" (the "Approved Location").

Upon execution of this Agreement, Franchisee shall submit, in writing to Franchisor, satisfactory proof to Franchisor that Franchisee: (i) owns the Approved Location; or (ii) has leased the Approved Location for a term which, with renewal options, is not less than the Term of this Agreement; and (iii) has entered into a written agreement to purchase or to lease the Approved Location on terms provided in this Section 1.01, subject only to obtaining any necessary governmental permits.

If Franchisee leases the Approved Location, then the lease must provide: (a) that, in the event Franchisee defaults under the lease, notice of the default shall immediately be forwarded to Franchisor; (b) that landlord consents to assign such lease to Franchisor or its assignee in the event this Agreement is terminated; (c) that Franchisor shall have the right, upon default under the lease or other cessation of operation at the Approved Location, to make any required modifications and alterations to the Franchised Unit, as designated in Section XVI herein; and (d) that, in the event of Franchisee defaults under the lease, Franchisor shall have the right to enter the premises and remove the equipment on-site or have the right to purchase such equipment from the landlord at net book value, if landlord has taken possession of such equipment. Upon Franchisor's reasonable request, Franchisee will provide Franchisor with a copy of Franchisee's then-current lease.

3. Section 2.01 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

2.01. Except as otherwise provided in this Agreement, the term of this Agreement (the "Term") shall expire on the tenth (10^{th}) anniversary of the date on which Franchisor executes this Agreement. Franchisee agrees and shall be obligated to operate the Franchised Unit and perform hereunder for the full Term of this Agreement.

4. Section 2.02 of the Franchise Agreement is hereby deleted in its entirety.

5. Section 3.01.A of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

A. Upon the signing of this Agreement, Franchisee shall pay Franchisor a renewal franchise fee of _____ ($_____) ("Franchise Fee"). The entire Franchise Fee is fully earned by Franchisor upon execution of this Agreement and is non-refundable.

6. The first sentence of Section 3.01.C of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

C. In addition to Franchisor's right to charge the greater of 6% of Gross Sales or the Per Gallon Royalty in Section 3.01.B, if Franchisor elects to charge the Per Gallon Royalty, Franchisor may increase the Per Gallon Royalty amount by

the percentage increase in the goods or general category of the Consumer Price Index for All Urban Consumers (CPI U) published by the U.S. Bureau of Labor Statistics, or comparable index if the specified index ceases to be available ("CPI Provision").

7. Section 3.01.D of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

E. During each year (or portion of a year) of operations of the Franchised Unit under this Agreement, Franchisee shall pay third-party vendors of its choosing, for its own local advertising, an amount equal to no less than 1% of Gross Sales of the Franchised Unit. Upon Franchisor's request, Franchisee shall provide Franchisor with receipts and any other documentation that substantiates Franchisee's expenditure of such required amounts.

8. Section 3.02 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

3.02 Separate and apart from the required marketing payments detailed in Section 3.01.D., Franchisee will also pay Franchisor an advertising fee of 2% of the Gross Sales of the Franchised Unit. The advertising fee is due and payable weekly during the initial calendar year or any portion of the calendar year during which this Agreement is in effect. The 2% fee may be increased by Franchisor to an amount not to exceed 5% per year. Franchisor will apply amounts so received, as Franchisor deems appropriate in its sole discretion, to the cost of advertising the product, Franchisee's business, and other franchisees who are also paying an advertising fee to Franchisor and whose primary marketing areas are within the same standard metropolitan statistical area. Franchisor, in its sole discretion, may elect to waive or reduce the advertising fee if Franchisor determines that Franchisee is outside of this primary marketing area.

9. Section 8.01 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

8.01. If, upon execution of this Agreement, any person acting as manager or assistant manager of the Franchised Unit has not completed Franchisor's initial training program to Franchisor's satisfaction, then such person shall attend and complete such initial training to Franchisor's satisfaction. Franchisor reserves the right to impose reasonable charges and to be reimbursed for materials used in connection with such training. The training program will take place at such times and places as Franchisor will designate and may be provided via the Internet or by teleconference. Franchisee will be responsible for all of Franchisee's and Franchisee's employees' costs for wages, employee benefits, travel, lodging and meals during the training program.

10. Section 10.17 of the Franchise Agreement is hereby deleted in its entirety.

11. Section 11.01 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

> 11.01. Insurance Program. Franchisee shall be responsible for all loss or damage arising from or related to Franchisee's development and operation of the Franchised Unit, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Franchised Unit. Franchisee shall procure, and shall maintain in full force and effect during the Term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, and their officers, directors, agents and employees, against any loss, liability, or expense whatsoever from personal injury, death, business interruption, or property damage or casualty, including, fire, lightning, theft, vandalism, malicious mischief, and other perils normally included in an extended coverage endorsement arising from, occurring upon or in connection with the construction, operation or occupancy of the Franchised Unit, as Franchisor may reasonably require for its own and Franchisee's protection.

12. Section 11.06 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

> 11.06. Issuance of Insurance. Upon execution of this Agreement, Franchisee must provide Franchisor with satisfactory evidence that all insurance required by this Agreement is in effect. In addition, on each insurance policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment therefor to Franchisor, together with, upon request, copies of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least thirty (30) days' prior written notice to Franchisor.

13. The last sentence in Section 14.03.F of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

> The then-current form of Franchise Agreement will expire on the expiration date of this Agreement;

14. Section 15.02.A of the Franchise Agreement is hereby deleted in its entirety.

15. Franchisee and the undersigned principals, for themselves and their respective assigns, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, employees, officers, directors, partners, parent corporations, subsidiaries and affiliates (collectively, "Releasors"), do hereby irrevocably and absolutely release and forever discharge Franchisor and its affiliates and their respective successors, predecessors, assigns, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, employees, officers, directors,

shareholders, partners, parent corporations, subsidiaries and affiliates (collectively, "Released Parties"), of and from any and all claims, demands, obligations, debts, actions, and causes of action of every nature, character, and description, known or unknown, pursuant to, arising out of, or related to, the Prior Agreement and the Franchised Unit, which Releasors now own or hold, or have at any time heretofore owned or held, or may at any time own or hold against the Released Parties, arising prior to and including the date of this Amendment.

16. The recitals set forth above are, and for all purposes shall be, interpreted as being an integral part of this Amendment, constituting acknowledgements and agreements by and among the parties hereto, and are incorporated into this Amendment by reference. This Amendment constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Amendment shall be controlling with respect to inconsistent provisions and the subject matter hereof. Except as modified or supplemented by this Amendment, the terms of the Franchise Agreement are hereby ratified and confirmed. The section numbering in the Franchise Agreement shall remain the same and shall not be adjusted based on the deletion of any sections as set forth in this Amendment. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Franchise Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment in duplicate on the date first above written.

ABBOTT'S FROZEN CUSTARD, INC.	**[FRANCHISEE]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit E

DEVELOPMENT AGREEMENT



ABBOTT'S FROZEN CUSTARD, INC.

DEVELOPMENT AGREEMENT

ABBOTT'S FROZEN CUSTARD, INC.
DEVELOPMENT AGREEMENT

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EXHIBITS

EXHIBIT A – GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

EXHIBIT B – DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE

EXHIBIT C – ABBOTT'S FROZEN CUSTARD, INC. FRANCHISE AGREEMENT

EXHIBIT D – CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

ABBOTT'S FROZEN CUSTARD, INC.
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") dated, made, and entered into this ____ day of _____, 20___, by and between Abbott's Frozen Custard, Inc., a New York corporation with its principal place of business at 4791 Lake Avenue, Rochester, New York ("Company" or "Abbott's") and _____ with its principal place of business at _____ ("Developer").

W I T N E S S E T H

WHEREAS, the Company, as the result of the expenditure of time, skill, effort, and resources has developed and owns a distinctive format and system for opening and operating retail frozen custard (and related products) stands using a unique method for the preparation, marketing, distribution and serving of ice cream products, including frozen custard and related products (the "System");

WHEREAS, the distinguishing characteristics of the Abbott's System include the proprietary marks described herein, distinctive interior and exterior designs, distinctive logos and printed material designs and content, confidential operating procedures, standards, and specifications for equipment, parts, products, and management and marketing programs, all of which may be changed, improved, and further developed by the Company from time to time at its sole discretion;

WHEREAS, the Company identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the "Abbott's" mark and distinctive logo, and such other trade names, service marks, and trademarks as are now designated and may hereinafter be designated by the Company in writing for use in connection with the System ("Proprietary Marks");

WHEREAS, the Company continues to develop, use, and control the use of such Proprietary Marks to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, cleanliness, appearance, and service;

WHEREAS, Developer wishes to obtain certain development rights to open and operate Abbott's Stands (as defined in Section 1.1 hereof) under the System, to be identified with the Proprietary Marks in the territory described in this Agreement, and to be trained by the Company to establish and operate Abbott's Stands; and

WHEREAS, Developer has read this Agreement and the Company's Franchise Disclosure Document and has had adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement by counsel of Developer's choosing; and Developer understands and accepts the terms, conditions, and covenants herein contained.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and commitments herein contained, hereby agree as follows:

1. GRANT

1.1 The Company hereby grants to Developer, pursuant to the terms and conditions of this Agreement, the development rights, and Developer hereby undertakes the obligation, to establish and operate _____ (_____) Abbott's stands under the Proprietary Marks and the System (the "Abbott's Stands" or "Franchised Businesses"), and to use the System solely in connection therewith, at specific locations to be designated in separate Abbott's Franchise Agreements (the "Franchise Agreements") executed by Developer or its affiliate as provided in Section 3.1 hereof, and pursuant to the development schedule set forth in Exhibit "B" attached hereto (the "Development Schedule"). Each Abbott's Stand developed hereunder shall be located in the area described in Exhibit "B" attached hereto (the "Development Area").

1.2 Each Abbott's Stand developed hereunder shall be established and operated pursuant to a separate Franchise Agreement entered into between Developer or its affiliate and the Company in accordance with Section 3.1 hereof.

1.3 Except as otherwise provided in this Agreement, during the term of this Agreement, the Company shall not establish or operate, nor license any party other than Developer or its affiliate to establish or operate, any Abbott's stand under the System and the Proprietary Marks in the Development Area; provided, however, that Developer acknowledges and agrees that the Company retains the right, among others, to use, and to license others to use, the System and the Proprietary Marks for the operation and licensing of other Abbott's stands at any location outside of the Development Area.

1.4 Developer acknowledges and agrees that certain of the Company's or its affiliates' products, whether now existing or developed in the future, may be distributed in the Development Area by the Company, the Company's affiliates, or the Company's licensees or designees, in such manner and through such channels of distribution other than through Abbott's stands as the Company, in its sole discretion, shall determine, including, but not limited to: electronic distributions via computer networks (including, without limitation, the World Wide Web, other areas of the Internet and/or other on-line networks); catalogs; direct mail; mail order; and other communications methods now or hereafter devised of any nature whatsoever. The Company reserves the right, among others, to implement any distribution arrangements relating thereto. Developer understands that this Agreement grants Developer no rights (a) to distribute such products through such channels of distribution as described in this Section 1.4, or (b) to share in any of the proceeds received by any such party therefrom.

1.5 This Agreement is not a franchise agreement and does not grant to Developer any right to use in any manner the Company's Proprietary Marks or System. Developer shall have no right under this Agreement to license others to use in any manner the Proprietary Marks or System.

1.6 As used in this Agreement, an "affiliate" shall mean any legal entity controlling, controlled by, or under common control with another legal entity.

2. DEVELOPMENT FEE

In consideration of the development rights granted herein, Developer shall pay to the Company, upon execution of this Agreement, a development fee of _____

Thousand Dollars ($_____) ("Development Fee"), which is the mathematical product of Seven Thousand Dollars ($7,000) and the number of Abbott's Stands granted, receipt of which is hereby acknowledged by the Company. The Development Fee shall be deemed fully earned and non-refundable upon execution of this Agreement in consideration of the administrative and other expenses incurred by the Company and for the development opportunities lost or deferred as a result of the rights granted to Developer herein.

Upon execution of each Franchise Agreement to be developed under this Agreement, the Company shall credit _____ Thousand Dollars ($_____) of the Development Fee, in equal amounts of Seven Thousand Dollars ($7,000), toward each of the initial franchise fees payable to the Company under each such Franchise Agreement.

3. DEVELOPMENT OBLIGATIONS

3.1 In exercising its development rights and fulfilling its development obligations under this Agreement, Developer or its affiliate shall execute a Franchise Agreement for each Abbott's Stand at a site approved by the Company in the Development Area as hereinafter provided. The Franchise Agreement for the first Abbott's Stand developed hereunder shall be in the form of the Franchise Agreement attached hereto as Exhibit "C" and shall be executed concurrently with this Agreement. The Franchise Agreement for each additional Abbott's Stand developed hereunder shall be the form of Franchise Agreement being offered for new Abbott's Stands generally by the Company at the time each such Franchise Agreement is executed, the terms of which agreement may be different from the Franchise Agreement attached hereto as Exhibit "C." The Franchise Agreement for each additional Abbott's Stand shall be executed by Developer or its affiliate and submitted to the Company within sixty (60) days after the opening of the previous Abbott's Stand, but in no event sooner than ten (10) business days after Developer's receipt from the Company of the Company's then-current Franchise Disclosure Document and Franchise Agreement. At the time Developer submits to the Company the Company's fully executed then-current form of Franchise Agreement for each additional Abbott's Stand developed under this Agreement, Developer shall pay to the Company the Company's then-current initial franchise fee due under the Franchise Agreement (less any credit applicable pursuant to Section 2.2 hereof).

3.2 Prior to Developer's acquisition by lease or purchase of any site for an Abbott's Stand, Developer shall submit to the Company, in the form specified by the Company, a description of the proposed site and such information or materials as the Company may reasonably require and a letter of intent or other evidence satisfactory to the Company which confirms Developer's favorable prospects for obtaining the proposed site. This information shall include, but not be limited to, the address, the name of the landlord, if any, photographs of the site from all angles, a description of the zoning for the site, a description of the road(s) on which the site is located, the latitude and longitude of the proposed location, a description of neighboring businesses, and traffic counts and plans for the proposed location. The Company shall have thirty (30) days after receipt of such information and materials from Developer to approve or disapprove, in its sole discretion, the site as a location for the Abbott's Stand. In the event the Company does not approve a proposed site by written notice to Developer within such thirty (30) day period, such site shall be deemed to be disapproved by the Company.

3.3 Recognizing that time is of the essence, Developer agrees to develop, open and operate in the Development Area the number of Abbott's Stands by the dates described in the Development Schedule and Section 1.1 of this Agreement. Developer's failure to do so shall constitute a material default of this Agreement.

3.4 Developer shall open each Abbott's Stand developed hereunder and shall commence business in accordance with the time periods set forth in the Development Schedule; provided, however, that Developer may, subject to Company's approval, purchase from Company an extension of a development period (each, a "**Time Extension**") as may be necessary to complete construction and commence operation of an Abbott's Stand. Each Time Extension shall be purchased at a cost of Ten Thousand Dollars ($10,000) (the "**Time Extension Fee**"), and shall run for an additional ninety (90) day period commencing upon the expiration of the applicable development period, including any previous extensions thereof. No more than five (5) Time Extensions of any development period shall be permitted. If a Time Extension of a development period is granted by Company, the date by which Developer shall have an Abbott's Stand open pursuant to the Development Schedule shall be extended accordingly. No Time Extension of any development period shall affect the duration of any other development period or any of Developer's other development obligations hereunder. If a Time Extension is requested for the final development period, the term of this Agreement shall be extended accordingly, and Developer shall have no further rights under this Agreement except as expressly provided herein.

3.5 In the event that Developer deems it necessary to request a Time Extension for an Abbott's Stand, Developer must notify Company of its request in writing at least sixty (60) days prior to the projected opening date for such Abbott's Stand (an "**Extension Request**"). In an Extension Request, Developer shall include a description of the reasons for such failure to develop in a timely manner and the expected date of completion of construction and opening. Simultaneously with its delivery of an Extension Request, Developer shall pay the Time Extension Fee; provided, however, that no Time Extension Fee shall be charged in cases where Developer can reasonably prove that such delay is directly related to Force Majeure (as defined in Section 11.4 hereof).

3.6 Failure by Developer to adhere to the Development Schedule (including any Time Extensions thereof approved by Company in writing) shall constitute a material event of default under this Agreement, except when such failure is the direct result of Force Majeure.

3.7 Following Developer's successful completion of the Development Schedule (including any Time Extensions thereof), Developer may make a request to Company to develop and establish one or more additional Abbott's Stands in the Development Area (the "**New Abbott's Stand(s)**"). The development and establishment of the New Abbott's Stands shall be pursuant to agreements containing terms and conditions substantially similar to the terms and conditions then-currently offered by Company for franchised Abbott's stands.

3.8 For a period of five (5) years following Developer's successful completion of the Development Schedule (and provided Developer and its affiliates are, and have been, in compliance with this Agreement, each Franchise Agreement executed pursuant to this Agreement, and all other agreements with Company), if Company seeks to develop, itself or through third party franchisees, any New Abbott's Stands in the Development Area, Company shall first present

Developer with written notice (the "**ROFR Notice**") of the bona fide terms and conditions of the proposed development. Developer shall have a right of first refusal to develop the New Abbott's Stands, in lieu of Company or third-party franchisees, pursuant to the terms contained in the ROFR Notice. Developer shall have thirty (30) days to notify Company in writing of its intent to exercise the right to develop and/or establish the New Abbott's Stands, to execute a development agreement and franchise agreement(s) for such New Abbott's Stand(s) on the terms contained in the ROFR Notice, and to pay the initial fees due under the new development agreement and franchise agreement(s). If Developer fails to respond to the notice within thirty (30) days, fails to pay the required fees, or otherwise fails to adhere to any requirements set forth in the ROFR Notice, Developer shall have no further right to develop, establish or operate the New Abbott's Stand(s) pursuant to such terms, and Company shall have the right to establish, or to license other third parties to establish, such New Abbott's Stand(s) under the terms and conditions set forth in the ROFR Notice. If Developer elects to exercise its right under this section, Developer shall execute the development agreement, franchise agreement(s), and all other documents required by Company within thirty (30) days of Developer's response to the ROFR Notice.

3.9 Developer understands and agrees that this Agreement does not confer upon Developer a right or franchise to operate any Abbott's Stand, but is rather intended by the parties to set forth the terms and conditions which, if fully satisfied by Developer, shall entitle Developer to obtain the right to operate Abbott's Stands within the Development Area.

3.10 Each of the following conditions and approvals must have occurred or be obtained before the grant of the right by Company to develop each Abbott's Stand shall become effective. Developer must meet each of the operational, financial, and legal conditions set forth below (collectively, the "**Conditions**") before such rights shall become effective:

3.10.1 Operational: Developer shall be in compliance with the Development Schedule and each other provision of this Agreement. Developer and its affiliates must be in material compliance with any and all other agreements to which Company and/or its affiliates are a party (including, without limitation, the Franchise Agreements and any other development agreements). Developer and Developer's affiliates must be properly conducting the operation of their existing Abbott's Stands, if any, and are capable of conducting the operation of the proposed Abbott's Stand (a) in accordance with the terms and conditions of this Agreement, (b) in accordance with the provisions of the respective Franchise Agreements, and (c) in accordance with the standards, specifications, and procedures set forth and described in the "Manuals" (as such term is defined in the Franchise Agreement), as such Manuals may be amended from time to time, or otherwise in writing.

3.10.2 Financial: Developer and each of its affiliates shall not then be in default, and for the twelve (12) month period preceding Developer's request for financial approval shall not have been in default, of any monetary obligations owed to Company or its affiliates under any other agreement. Developer acknowledges and agrees that it is vital to Company's interest that each of its franchisees is financially sound to avoid failure of an Abbott's stand and that such failure would adversely affect the reputation and good name of Company, the System, and all other franchisees.

3.10.3 Legal: Developer must have submitted to Company, in a timely manner and in accordance with all applicable laws, all information and documents requested by Company prior to and as a basis for the issuance of individual franchises or pursuant to any right granted to Developer by this Agreement or by any Franchise Agreement, and has taken such additional actions in connection therewith as may be reasonably requested in writing by Company from time to time.

If Company determines, in its reasonable discretion, that Developer, the controlling principals, and their respective affiliates have met all of the Conditions described above, then Company shall grant to Developer the right to develop such additional Abbott's Stand pursuant to the Development Schedule.

4. TERM

4.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all rights granted hereunder shall expire on the earlier of: (1) the last date specified in the Development Schedule; or (2) the date when Developer has open and in operation all of the Abbott's Stands required by the Development Schedule.

4.2 Upon expiration of this Agreement as set forth in Section 4.1 of this Agreement:

4.2.3 Developer shall not have any right to establish any Abbott's Stands for which a Franchise Agreement has not been executed by the Company at the time of expiration; and

4.2.4 The Company shall be entitled to establish and operate, and license others to establish and operate Abbott's Stands under the System and Proprietary Marks in the Development Area, except as may otherwise be provided under any Franchise Agreement which has been executed between the Company and Developer.

5. DUTIES OF THE PARTIES

5.1 For each Abbott's Stand developed hereunder, the Company shall furnish to Developer the following:

5.1.1 Such site selection guidelines and consultation as the Company may deem advisable;

5.1.2 Such on-site evaluation as the Company may deem advisable as part of its evaluation of Developer's request for site approval; provided, however, that the Company shall not provide on-site evaluation for any proposed site prior to the Company's receipt of such information and materials required under Section 3.2 hereof. If on-site evaluation is deemed necessary and appropriate by the Company, the Company shall conduct up to one (1) on-site evaluation for each Abbott's Stand at the Company's cost. For each additional on-site evaluation (if any) the Company may require, in its sole discretion, that Developer reimburse the Company for the Company's reasonable expenses, including, without limitation, the costs of travel, lodging, and food;

5.2 Upon Developer's written request, the Company may, at its option, provide assistance to Developer for the purpose of finding an approved location for an Abbott's Stand. There are no specific methods used by the Company to select a location. The Company's assistance may include, among other things, ascertaining population density, traffic patterns, and proximity of proposed locations to other businesses. The Company does not hold itself out as a real estate expert, does not undertake to perform any analysis of the proposed locations for Developer, and does not undertake to advise Developer as to the suitability of any location. Developer shall pay all expenses of the Company in providing its assistance. Developer shall remain solely responsible for finding a location for its Abbott's Stand that is approved by the Company.

5.3 Developer accepts the following obligations:

5.3.1 If a Developer is a corporation, it shall comply, except as otherwise approved in writing by the Company, with the following requirements throughout the term of this Agreement:

5.3.1.1 Developer shall furnish the Company with its Articles of Incorporation, Bylaws, other governing documents, and any amendments thereto including the Resolution of the Board of Directors authorizing entry into this Agreement. The Company shall maintain the right to review other of Developer's corporate documents from time to time as it, in its sole discretion, deems advisable, including, but not limited to, minutes of the meetings of Developer's Board of Directors, any other documents the Company may reasonably request, and any amendments thereto.

5.3.1.2 Developer shall be a newly organized corporation, and shall at all times confine its activities, and its governing documents, shall at all times provide that its activities are confined, exclusively to the management and operation of the business contemplated hereunder, including the establishment and operation of the Abbott's Stands to be developed hereunder.

5.3.1.3 Developer shall maintain stop transfer instructions against the transfer on its records of any equity securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

> The transfer of this stock is subject to the terms and conditions of a Development Agreement with Abbott's Frozen Custard, Inc., dated _____ ___, 20___. Reference is made to the provisions of the said Development Agreement and to the Articles and Bylaws of this Corporation.

Notwithstanding the above, the requirements of this Section 5.3.1.3 shall not apply to a "publicly-held corporation." A "publicly-held corporation" for purposes of this Agreement shall mean a corporation registered pursuant to the Securities and Exchange Act of 1934.

5.3.1.4 Developer shall maintain a current list of all owners of record and to its knowledge, all beneficial owners of any class of voting securities of Developer and shall furnish the list to the Company upon request.

5.3.2 If a Developer is a partnership, it shall comply, except as otherwise approved in writing by the Company, with the following requirements throughout the term of this Agreement:

5.3.2.1 Developer shall furnish the Company with its partnership agreement as well as such other documents as the Company may reasonably request, and any amendments thereto, which shall contain a restriction on transfer of any partnership interest without the prior written consent of the Company.

5.3.2.2 Developer shall prepare and furnish to the Company, upon request, a list of all general and limited partners in Developer.

5.3.3 If a Developer is a limited liability company, it shall comply, except as otherwise approved in writing by the Company, with the following requirements throughout the term of this Agreement:

5.3.3.1 Developer shall furnish the Company with a copy of its operating agreement and other governing documents and any amendments thereto. The Company shall maintain the right to review other of Developer's limited liability company documents from time to time as it, in its sole discretion, deems advisable including all documents the Company may reasonably request, and any amendments thereto.

5.3.3.2 Developer shall be a newly organized limited liability company, and shall at all times confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to the management and operation of the business contemplated hereunder.

5.3.3.3 Developer shall maintain a current list of all members and managers of record and shall furnish the list to the Company upon request.

5.3.4 Developer shall comply with all requirements of federal, state, and local laws, rules, and regulations.

5.3.5 Developer shall comply with all of the other terms, conditions, and obligations of Developer under this Agreement.

6. DEFAULT AND TERMINATION

6.1 Developer shall be deemed in default under this Agreement, and all rights granted herein shall automatically terminate, without notice to Developer, if Developer falsifies any information or material provided by the Developer to the Company; if Developer terminates or repudiates this Agreement orally or in writing; if Developer shall become insolvent or makes a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Developer or such a petition is filed against and consented to by Developer; if Developer is adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer; if a receiver or other custodian (permanent or temporary) of Developer's business or assets or any part thereof is appointed by any court of competent jurisdiction; if proceedings for a

composition with creditors under any state or federal law should be instituted by or against Developer; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); if execution is levied against Developer's business or assets; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against Developer and not dismissed within thirty (30) days; or if the real or personal property of any of Developer's Abbott's Stands shall be sold after levy thereupon by any sheriff, marshal or constable.

6.2 If Developer (a) fails to comply with or to perform any of the terms, conditions, or obligations of (i) this Agreement, including the development obligations described in Section 3.3 hereof or (ii) any Franchise Agreement or any other agreement between Developer or any of its affiliates and the Company, its affiliates or subsidiaries; or makes or attempts to make a transfer or assignment in violation of Section 7.2 hereof, such failure or action shall constitute a default under this Agreement. Upon such default, the Company shall have the right:

6.2.1 To terminate this Agreement and all rights granted hereunder without affording Developer any opportunity to cure the default, effective immediately upon receipt by Developer of written notice;

6.2.2 To terminate the territorial protection granted under Section 1.3 hereof, and the Company shall have the right to establish and operate, and license others to establish and operate, Abbott's stands within the Development Area;

6.2.3 To terminate the credit granted in Section 2.2;

6.2.4 To reduce the number of Abbott's Stands which Developer has the right to develop pursuant to Section 1.1; and

6.2.5 To reduce the size of the Development Area for which you are granted territorial protection under Section 1.3.

6.3 Upon termination or expiration of this Agreement, Developer shall have no right to establish or operate any Abbott's Stands for which a Franchise Agreement has not been executed by the Company at the time of termination. The Company shall have the right to establish and operate, and to license others to establish and operate, Abbott's stands under the System and the Proprietary Marks in the Development Area, except as may be otherwise provided under any Franchise Agreement which has been executed between the Company and Developer or its affiliate.

6.4 No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties hereto. Default under this Development Agreement shall constitute default under any other Development Agreement between the parties hereto.

6.5 No right or remedy herein conferred upon or reserved to the Company is exclusive of any other right or remedy provided or permitted by law or equity.

7. TRANSFERS

7.1 Transfer by the Company:

The Company shall have the right to transfer or assign this Agreement and assign and delegate all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of the Company shall become solely responsible for all obligations of the Company under this Agreement from the date of assignment. Developer agrees hereby to consent to any such transfer, assignment, or delegation and to execute such documents of attornment or otherwise as the Company shall request.

7.2 Transfer by Developer:

7.2.1 Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer, and are granted in reliance on Developer's or Developer's owners' business skill, financial capacity, and personal character. Accordingly, neither Developer nor any immediate or remote successor to any part of Developer's interest in this Agreement, nor any individual, partnership, corporation, limited liability company, or other legal entity which directly or indirectly owns any interest in Developer, shall sell, assign, transfer, convey, pledge, encumber, merge, or give away this Agreement, any direct or indirect controlling interest in Developer (including any direct or indirect interest in a corporate, partnership, or limited liability company Developer), or in all or substantially all of the assets of Developer, either voluntarily or by operation of law, unless Developer shall have first tendered to the Company the right of first refusal to acquire such interest in accordance with the provisions and other conditions set forth below, and then if the Company fails to exercise said right, only with the prior written consent of the Company, which consent will not be unreasonably withheld. Any purported assignment or transfer, by operation of law or otherwise, not having the prior written consent of the Company, shall be null and void and shall constitute a material breach of this Agreement, for which the Company may immediately terminate without opportunity to cure pursuant to Section 6.2 of this Agreement.

7.2.2 Developer shall notify the Company in writing of any proposed transfer of this Agreement, any direct or indirect interest in Developer, or in all or substantially all of the assets of Developer at least thirty (30) days before such transfer is proposed to take place. Such notice shall, at a minimum, identify the proposed transferee, all owners of any ownership or beneficial interest in such transferee, and certify that the requested transfer is not intended to avoid or reduce any of Developer's obligations to any person or entity or to accomplish any other unlawful purpose. The Company shall not unreasonably withhold its consent to such a transfer; provided, however, that if a transfer, alone or together with other previous, simultaneous, or proposed transfers would have the effect of transferring this Agreement, a controlling interest in Developer (as determined by the Company), or substantially all of the assets of Developer, the Company may, in its sole discretion, require any or all of the following as conditions of its approval:

7.2.2.1 All of Developer's accrued monetary obligations and all other outstanding obligations to the Company and its affiliates have been satisfied;

7.2.2.2 Developer is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Developer and the Company, or its affiliates;

7.2.2.3 The transferor (including all partners, shareholders, members and managers of a corporate, partnership, or limited liability company transferor) shall have executed a general release, in a form satisfactory to the Company, of any and all claims against the Company, its affiliates and their respective officers, directors, shareholders, and employees;

7.2.2.4 The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as the Company may request) shall enter into a written assignment, in a form satisfactory to the Company, assuming and agreeing to discharge all of Developer's obligations under this Agreement; and, if the obligations of Developer were guaranteed by the transferor, that the transferee guarantee the performance of all such obligations in writing in a form satisfactory to the Company;

7.2.2.5 The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as the Company may request) shall demonstrate to the Company's satisfaction that it meets the Company's educational, managerial, experience, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the business contemplated herein (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to comply with the Development Schedule;

7.2.2.6 The transferee shall, at the Company's option, execute, for a term ending on the expiration date of this Agreement, the then-current form of development agreement and other ancillary agreements as the Company may require, which agreements shall supersede this Agreement in all respects, except that the Development Schedule thereunder shall be the same as in this Agreement;

7.2.2.7 That Developer shall remain liable for all of the obligations of Developer prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by the Company to evidence such liability;

7.2.2.8 Each Abbott's Stand, which has opened and been approved for operation by the Company, is in full compliance with all the conditions and terms of the Franchise Agreement for such Abbott's Stand;

7.2.2.9 Developer shall pay a transfer fee in the amount of Seven Thousand Five Hundred Dollars ($7,500); provided, however, in the case of a transfer to a corporation or limited liability company formed by Developer for the convenience of ownership, (a) no such transfer fee shall be required for transfers occurring prior to twelve (12) months of the date of execution of this Agreement, and (b) a transfer fee of One Thousand Dollars ($1,000) shall be required for transfers occurring at or any time after twelve (12) months of the date of execution of this Agreement; and

7.2.2.10 The transferor shall have first offered to sell such interest to the Company pursuant to Section 7.3 hereof.

7.2.3 Developer shall use its best efforts in the event it grants a security interest in any of the assets of Developer to cause the secured party to agree that in the event of any default by Developer under any documents related to the security interest, the Company shall have the right and option to be substituted as obligor to the secured party and to cure any default of Developer, it being understood that such right of the Company may be subordinate to the rights of Developer's lenders or landlord.

7.2.4 Developer acknowledges and agrees that each condition which must be met by the transferee developer is necessary to assure such transferee's full performance of the obligations hereunder.

7.3 If any party holding any direct or indirect controlling interest in this Agreement, in Developer, or in all or substantially all of the Developer's assets, desires to accept any bona fide offer from a third party to purchase such interest, such party shall first offer to sell such interest to the Company on such terms and conditions as described in this Section 7.3. Developer shall notify the Company as provided in this Section 7.3 and shall provide such information and documentation relating to the offer as the Company may require. The Company or its designated affiliate shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that the Company or its affiliate intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event the Company or its affiliate elects to purchase the seller's interest, no material change in any offer and no other offers by a third party for such interest shall be considered with respect to the Company's right of first refusal. In the event the Company or its affiliate elects to purchase the seller's interest, closing on such purchase shall occur within ninety (90) days from the date of notice to the seller of the election to purchase by the Company. In the event the Company or its affiliate elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by the Company or its affiliate as in the case of the third party's initial offer. Failure of the Company or its affiliate to exercise the option afforded by this Section 7.3 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 7, with respect to a proposed transfer. In the event the consideration, terms, and/or conditions offered by a third party are such that the Company or its designated affiliate may not reasonably be required to furnish the same consideration, terms, and/or conditions, then the Company or its affiliate may purchase the interest proposed to be sold for the reasonable equivalent in cash.

7.4 Upon the death or mental incompetency of any person with a controlling interest in this Agreement or in Developer, the executor, administrator, personal representative, guardian, or conservator of such person shall transfer such interest within nine (9) months after such death or mental incompetency to a third party approved by the Company. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 7, the executor, administrator, or personal representative of the deceased person shall transfer the decedent's interest to another party approved by the Company within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, the Company may terminate this Agreement.

7.5 The Company's consent to any transfer under this Section 7 shall not constitute a waiver of any claims the Company may have against the transferring party, nor shall it be deemed a waiver of the Company's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

8. COVENANTS

8.1 Developer covenants that during the term of this Agreement, except as otherwise approved in writing by the Company, Developer or, if Developer is a corporation, partnership, or limited liability company, a principal of Developer approved by the Company, or Developer's manager, shall devote full time, energy, and best efforts to the management and operation of the business contemplated hereunder, including the establishment and operation of the Abbott's Stands to be developed hereunder.

8.2 Developer specifically acknowledges that, pursuant to this Agreement, Developer will receive valuable confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of the Company and the System. Developer covenants that during the term of this Agreement, Developer (which, unless otherwise specified, shall include, for purposes of this Section 8, collectively and individually, all officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities with voting rights of Developer and of any corporation, directly or indirectly controlling Developer, if Developer is a corporation, and the general partner and any limited partners, including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of securities with voting rights of a corporation that controls, directly or indirectly, any general or limited partner, if Developer is a partnership) shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person(s), partnership, association, corporation, or other entity:

8.2.1 Divert or attempt to divert any business or customer of Developer's Abbott's Stands or any Abbott's stand to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's Proprietary Marks and the System; or

8.2.2 Own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any fast food (either takeout, on premises consumption, or a combination thereof) store that specializes in the sale of ice cream or other frozen dessert products (an "Ice Cream Store"); provided that the prohibitions in this Section 8.2.2 shall not apply to interests in or activities performed in connection with an Abbott's stand or to ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8.3 Developer covenants that for a continuous uninterrupted period of two (2) years following the termination or expiration of this Agreement, and regardless of the cause for termination, Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person(s), partnership, association, corporation, or other entity, own,

maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Ice Cream Store that is, or is intended to be, located at or within:

8.3.1 the Development Area;

8.3.2 twenty (20) miles of the Development Area; or

8.3.3 twenty (20) miles of any Abbott's stand (whether owned by the Company or any franchisee of the Company) operating under the System and the Proprietary Marks as of the date of expiration or termination of this Agreement.

8.4 The prohibitions in Section 8.3 shall not apply to interests in or activities performed in connection with an Abbott's stand or to ownership by Developer of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8.5 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 8 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 8.

8.6 Developer understands and acknowledges that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 8.2 and 8.3 in this Agreement or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees to comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 13 hereof.

8.7 Developer expressly acknowledges that the existence of any claims which Developer may have against the Company, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by the Company of the covenants in this Section 8. Developer agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by the Company in connection with the enforcement of this Section 8.

8.8 Developer acknowledges that Developer's violation of the terms of this Section 8 would result in irreparable injury to the Company for which no adequate remedy at law may be available; and Developer accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by the Company in obtaining, an injunction prohibiting any conduct by Developer in violation of the terms of this Section 8.

8.9 At the request of the Company, Developer shall provide the Company with executed covenants similar in substance to those set forth in this Section 8 (including covenants applicable upon the termination of a person's relationship with Developer) from the following persons: (1) any other person employed by Developer who has received training from the Company; (2) if Developer is a corporation, all officers, directors, and unless Developer is a publicly-held corporation, holders of a direct or indirect beneficial ownership interest of five

percent (5%) or more in Developer; (3) if Developer is a partnership, the general partners (including any corporation, and the officers, directors, and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner); and (4) if Developer is a limited liability company, all members and managers of the limited liability company. With respect to each person who becomes associated with Developer in one of the capacities enumerated above subsequent to execution of this Agreement, Developer shall require and obtain such covenants from them and promptly provide the Company with executed copies of such covenant. In no event shall any person enumerated be granted access to any confidential aspect of the System or any Franchised Business prior to execution of such a covenant. All covenants required by this Section 8.9 shall be in the form attached as Exhibit "D" and shall identify the Company as a third-party beneficiary of such covenants with the independent right to enforce them. Failure by Developer to obtain execution of a covenant required by this Section 8.9, and provide the same to the Company, shall constitute a material breach of this Agreement.

9. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered or certified mail return receipt requested, overnight carrier, facsimile or by other means which affords the sender evidence of delivery, which shall not include electronic communication, such as e-mail, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery shall be deemed to have been given at the date and time of receipt, or if delivery is refused, at the time and date of attempted delivery.

Notices to the Company:

Abbott's Frozen Custard, Inc.
4791 Lake Avenue
Rochester, New York
Attn: Brenden Drew
Email: bdrew@abbottscustard.com

Notices to Developer:

_____
_____
_____
_____
_____
Fax No._____

10. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Developer shall be an independent contractor; and, that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

During the term of this Agreement, Developer shall hold itself out to the public to be an independent contractor operating pursuant to this Agreement. Developer agrees to take such affirmative action as shall be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the franchised premises, the content of which the Company reserves the right to specify.

Developer understands and agrees that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty, or representation on the Company's behalf, or to incur any debt or other obligation in the Company's name; and, that the Company shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Developer in Developer's operations hereunder, or any claim or judgment arising therefrom against the Company. Developer shall indemnify and hold the Company harmless against any and all such claims directly or indirectly from, as a result of, or in connection with, Developer's operations hereunder, as well as the costs, including attorneys' fees, of defending against them.

11. APPROVALS AND WAIVERS

11.1 Whenever this Development Agreement requires the prior approval or consent of the Company, Developer shall make timely written requests to the Company therefor; and, except as otherwise provided herein, any approval or consent granted shall be in writing.

11.2 The Company makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer, by providing any waiver, approval, advice, consent, or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

11.3 No failure of the Company to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Developer with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Company's right to demand exact compliance with any of the terms herein. Waiver by the Company of any particular default by Developer shall not affect or impair the Company's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of the Company to exercise any power or right arising out of any breach or default by Developer of any of the terms, provisions or covenants hereof, affect or impair the Company's right to exercise the same, nor shall such constitute a waiver by the Company of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by the Company of any payments due to it hereunder shall not be deemed to be a waiver by the Company of any preceding breach by Developer of any terms, covenants or conditions of this Agreement.

11.4 Neither Company, Company's affiliates, nor Developer or Developer's affiliates shall be responsible or liable for any delays in the performance of any duties under this Agreement which are not the fault or within the reasonable control of that party, including, but not limited to, delays in deliveries by common carriers, late deliveries of products or goods or furnishing of services by third-party vendors, fire, flood, natural disasters, epidemics or pandemics, acts of God, acts of terrorism, governmental acts or orders, civil disorders, strikes, and any other labor-related

disruption (collectively, "**Force Majeure**"), and in any event said time period for the performance of an obligation hereunder shall be extended for the amount of time of the delay or impossibility. Provided, however, that this clause shall not apply to and not result in an extension of: (1) the time for any payment to be made by Developer to Company as required hereunder, or (2) the term of this Agreement for a period longer than ninety (90) days.

12. SEVERABILITY AND CONSTRUCTION

12.1 Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

12.2 Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than the Company or Developer and such of their respective successors and assigns as may be contemplated by Section 7 hereof, any rights or remedies under or by reason of this Agreement.

12.3 Developer expressly agrees to be bound by any promise or covenants imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which the Company is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

12.4 All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

12.5 All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

13. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the exhibits hereto, if any, constitute the entire, full, and complete agreement between the Company and Developer concerning the subject matter hereof and supersede any and all prior agreements. Except for the covenants set forth in Section 8 hereof, no amendment, change, or variance from this Agreement shall be binding on either party unless executed in writing. Nothing in this Agreement or in any related agreement between the Company and Developer is intended to disclaim the representations made by the Company in Company's franchise disclosure document or any exhibits or attachments thereto.

14. APPLICABLE LAW AND ARBITRATION

14.1 This Agreement takes effect upon its acceptance and execution by the Company, and shall be interpreted and construed exclusively under the laws of the State of New York. In the event of any conflict of law, the laws of the State of New York shall prevail without regard to the application of New York conflict-of-law rules. If, however, any provision of this Agreement would be unenforceable under the laws of New York, and if Developer is located outside of New York and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state.

14.2 Except as otherwise provided herein, the parties hereto first agree to endeavor to settle in an amicable manner by mediation all disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, at the office of JAMS located in the principal city closest to the Company's principal place of business, as reasonably determined by the Company in accordance with the Mediation Rules of JAMS. The following shall supplement and, in the event of a conflict, shall govern such mediation. The parties shall select one (1) mediator from a list provided by the JAMS. JAMS shall only list available attorneys with at least ten (10) years of experience in the practice of franchise law. In selecting the mediator from the list provided by JAMS, the parties shall make the selection by the striking method. The parties shall each bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between the Company and Developer.

14.3 Except as otherwise provided herein in Section 14.2 any dispute, claim, or controversy arising out of or relating to this Agreement or breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Rochester, New York, before a sole arbitrator, in accordance with the laws of the State of New York for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS pursuant to its Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator shall, in the Award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. The Company and Developer further agree that, unless such a limitation is prohibited by applicable law, neither the Company nor Developer shall be liable for punitive or exemplary damages, and the arbitrator shall have no authority to award the same. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between the Company and Developer. This agreement to arbitrate shall survive any termination or expiration of this Agreement. No arbitration, action, or proceeding under this Agreement shall add as a party, by consolidation, joinder, or in any other manner, any person or party other than Developer and the Company and any person in privity with, or claiming through, in the right of, or on behalf of, Developer or the Company, unless both parties consent in writing. The Company has the absolute right to refuse such consent.

14.4 Any and all claims that Developer may have relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, against the Company, its

affiliates, officers, directors, and employees shall be made by filing a claim hereunder before the earlier of: (a) the expiration of one year after the act, transaction, or occurrence upon which such claim is based; or (b) the expiration of one year after Developer has become aware of facts or circumstances reasonably indicating that Developer may have a claim against the Company hereunder; or (c) one year after this Agreement expires or is terminated, transferred, or assigned for any reason. Developer agrees that any claim or action not brought within the periods required under this Section 14.4 shall forever be barred as a claim, counterclaim, defense, or set off.

14.5 Nothing contained in this Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, and/or other emergency relief available to safeguard and protect the Company's interests.

14.6 The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in Monroe County, New York, and the jurisdiction and venue of the United States District Court for the Western District of New York. All appeals from or relating to arbitration shall be heard before a federal court in that district. Except with respect to appeals from or relating to arbitration or an arbitrator's award being submitted for confirmation, this provision shall only apply where an arbitrator would not have jurisdiction or a claim cannot be arbitrated as a matter of law. THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY waive THEIR RIGHT TO a trial by jury in any judicial proceeding, whether at law or in equity, about all issues that arise out of, concern, or relate to, this Agreement, any and all transactions contemplated in this Agreement, the parties' performance under this Agreement, or otherwise, during the term of this Agreement and afterwards.

14.7 Neither Developer nor the Company shall initiate or participate in any class action litigation claim against or involving the other party.

14.8 No right or remedy conferred upon or reserved to the Company or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

14.9 Developer shall pay all expenses, including attorneys' fees and costs, incurred by the Company, its affiliates, and its successors and assigns (a) to remedy any defaults of, or enforce any rights under, this Agreement; (2) to effect termination of this Agreement; and (3) to collect any amounts due under this Agreement.

15. ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES

15.1 Developer acknowledges that it has conducted an independent investigation of the business contemplated hereunder, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Developer as an independent businessman, or if Developer is a corporation, partnership, or limited liability company, its owners as independent businessmen. The Company expressly disclaims the making of, and Developer expressly disclaims receiving any warranty, representation or guarantee, express or implied, not contained expressly in this Agreement including, without

limitation, as to the potential sales volume, profits, or success of the business venture contemplated by this Agreement. Developer also expressly disclaims relying upon any such warranty, representation, or guarantee in connection with Developer's independent investigation of the business contemplated hereunder.

15.2 Developer acknowledges that Developer has received a copy of the complete Abbott's Development Agreement, the attachments hereto, and agreements relating thereto, if any, at least five (5) business days prior to the date on which this Agreement was executed. Developer further acknowledges that it has received a disclosure document which is required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures," and which contains a copy of this Development Agreement, at least ten (10) business days prior to the date on which this Agreement was executed.

15.3 Developer represents and warrants that it is not a party to or subject to any agreement that might conflict with the terms of this Agreement or prevent Developer from fully performing its obligations under this Agreement, and Developer agrees not to enter into any such agreement.

15.4 Developer acknowledges that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Executive Order"), the Company is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Executive Order. Accordingly, Developer represents and warrants to the Company that as of the date of this Agreement, neither Developer nor any person holding any ownership interest in Developer, controlled by Developer, or under common control with Developer, is designated under the Order as a person with whom business may not be transacted by the Company, and that Developer (a) does not, and hereafter shall not, engage in any terrorist activity, (b) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity, and (c) is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

15.5 Developer acknowledges that it has read and understood this Agreement, the attachments hereto, and agreements relating thereto; and, that the Company has accorded Developer ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

15.6 This Agreement, including all corrections, changes, attachments, exhibits, and addenda, shall only be binding upon the Company when executed or initialed by the Company's President or Vice President.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed, and delivered this Agreement on the day and year first above-written.

DEVELOPER

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ABBOTT'S FROZEN CUSTARD, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A TO
ABBOTT'S FROZEN CUSTARD, INC.
DEVELOPMENT AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT

As an inducement to Abbott's Frozen Custard, Inc. (the "Company") to execute the Development Agreement between the Company and _____ ("Developer") dated _____, 20___ (the "Agreement"), the undersigned _____ _____ ("Guarantor(s)"), jointly and severally, hereby unconditionally guarantee to the Company and its successors and assigns that all of Developer's obligations under the Agreement will be punctually paid and performed.

Upon demand by the Company, the undersigned will immediately make each payment required of Developer under the Agreement. The undersigned hereby waive any right to require the Company to: (a) proceed against Developer for any payment required under the Agreement; (b) proceed against or exhaust any security from Developer; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer. Without affecting the obligations of the undersigned under this Guarantee, the Company may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust, or compromise any claims against Developer. The undersigned waive notice of amendment of the Agreement and notice of demand for payment by Developer, and agree to be bound by any and all such amendments and changes to the Agreement.

The undersigned hereby agree to defend, indemnify, and hold the Company harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the covenants contained in Section 8 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement or upon the transfer or assignment of the Agreement by Developer, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination, expiration, transfer, or assignment shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration, termination, transfer or assignment of the Agreement shall remain in force according to their terms. This Guarantee shall not terminate upon the transfer or assignment of the Agreement or this Guarantee by the Company. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 14 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of New York, which laws shall prevail in the event of any conflict of law. The other dispute resolution provisions of Section 14 of the Agreement shall apply to this Guarantee.

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered or certified mail return receipt requested, overnight carrier, facsimile, or by other means which affords the sender evidence of delivery, which shall not include electronic communication, such as e-mail, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery shall be deemed to have been given at the date and time of receipt, or if delivery is refused, at the time and date of attempted delivery.

Notices to the Company:

Abbott's Frozen Custard, Inc.
4791 Lake Avenue
Rochester, New York
Attn: Brenden Drew
Fax No. (585) 865-7400

Notices to Guarantors:

_____
_____
_____
_____
Fax No._____

Notices shall be deemed to have been given at the date and time of delivery or of attempted delivery.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTORS:

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

EXHIBIT B TO
ABBOTT'S FROZEN CUSTARD, INC.
DEVELOPMENT AGREEMENT

DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE

1. Each Abbott's Stand developed under this Development Agreement shall be located in the following area (the "Development Area"):

See attached map.

2. Recognizing that time is of the essence, Developer agrees to satisfy the development schedule set forth below (the "Development Schedule"):

Number of Abbott's Stands that Developer Shall Have Open and in Operation	By (Date)	Cumulative Total Number of Abbott's Stands that Developer Shall Have Open and in Operation

EXHIBIT C TO
ABBOTT'S FROZEN CUSTARD, INC.
DEVELOPMENT AGREEMENT

ABBOTT'S FRANCHISE AGREEMENT

The form of Abbott's Franchise Agreement currently offered by the Company is attached.

EXHIBIT D TO
ABBOTT'S FROZEN CUSTARD, INC.
DEVELOPMENT AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for trained employees, shareholders, officers, directors, general partners, and members and managers of Developer)

In consideration of my being a _____ of _____ _____ (the "Developer"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Abbott's Frozen Custard, Inc. (the "Company"), as the result of the expenditure of time, skill, effort, and resources, has developed and owns a distinctive format and system (the "System") for opening and operating retail frozen custard (and related products) stands using a unique method for the preparation, marketing, distribution and serving of ice cream products, including frozen custard and related products.

2. Developer and the Company have entered into an Abbott's Development Agreement (the "Development Agreement") whereby Developer has acquired the development rights and undertaken the obligation to establish and operate and operate _____ (_____ ___) Abbott's stands (the "Abbott's Stands" or "Franchised Businesses") under the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks") and the System, as they may be changed, improved, and further developed from time to time in the Company's sole discretion.

3. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Businesses (the "Confidential Information"). Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Confidentiality and Non-Competition Agreement (this "Agreement").

4. As _____ of the Developer, the Company and Developer will disclose some or all of the Confidential Information to me in furnishing to me the Abbott's Operating Manuals and general assistance during the term of this Agreement. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of Developer and the Franchised Businesses during the term hereof, and I acknowledge and agree that the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold all such Confidential Information in strict confidence. Unless the Company otherwise agrees in writing or as may be required by law, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Developer, and will

continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position, unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Developer under the Development Agreement.

6. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Developer, either directly or indirectly, for myself, or through, on behalf of, or in conjunction, with any person(s), partnership, association, corporation, or other entity, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any fast food (either takeout, on premises consumption, or a combination thereof) store that specializes in the sale of ice cream or other frozen dessert products (an "Ice Cream Store"). In addition, for a continuous uninterrupted period of two (2) years following the cessation or termination of my position with Developer, and regardless of the cause for termination, I shall not, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person(s), partnership, association, corporation, or other entity, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Ice Cream Store that is, or is intended to be, located at or within:

6.1 the Development Area designated in the Development Agreement;

6.2 twenty (20) miles of the Development Area; or

6.3 twenty (20) miles of any Abbott's stand (whether owned by the Company or any franchisee of the Company) operating under the System and the Proprietary Marks as of the date of the cessation or termination of my position with the Developer.

I have been advised as to the Development Area before signing this Agreement. The prohibitions in this Section 6 do not apply to interests in or activities performed in connection with an Abbott's stand or to ownership by me of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

7. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

8. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

9. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Developer. I am aware that my violation of this Agreement will cause the Company and the Developer irreparable harm; therefore, I acknowledge and agree that the Developer and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Developer and the Company all the costs

it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Developer and the Company, any claim I have against the Developer or the Company is a separate matter and does not entitle me to violate or justify any violation of this Agreement.

10. This Agreement shall be construed under the laws of the State of New York. The only way this Agreement can be changed is in writing signed by both the Developer and me.

Signature:_____

Name:_____

Title:_____

Address:_____

_____

ACKNOWLEDGED BY DEVELOPER

By:_____

Name:_____

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit F

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ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit G

LIST OF AGENTS FOR SERVICE OF PROCESS

State	Agent for Service of Process
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (866) 275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov
Maryland	Maryland Securities Commissioner Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
New York	Secretary of State 99 Washington Avenue Albany, New York 12231
Virginia	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219
ALL OTHER STATES	Kendal H. Tyre, Esq. Nixon Peabody LLP 799 9th Street, N.W. Suite 500 Washington, D.C. 20001

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit H

LIST OF STATE ADMINISTRATORS

California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (866) 275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov	Nebraska Department of Banking and Finance 1200 N Street, Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509
Florida Florida Department of Agriculture & Consumer Services Division of Consumer Affairs Mayo Building, Second Floor Tallahassee, Florida 32399-0800	New York NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 212-416-8222
Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813	North Dakota North Dakota Securities & Insurance Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 701-328-2910
Illinois Office of Attorney General Franchise Division 500 South Second Street Springfield, Illinois 62701	Rhode Island Division of Securities Building 69-1, John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02910
Indiana Secretary of State Securities Division Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204	South Dakota Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 605-773-3563
Kentucky Office of the Attorney General Consumer Protection Division 1024 Capital Center Drive P.O. Box 2000 Frankfort, Kentucky 40602	Texas Statutory Document Section Secretary of State P.O. Box 12887 Austin, Texas 78711

Maryland Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	Virginia State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9051
Michigan Michigan Department of Attorney General Consumer Protection Franchise Section P.O. Box 30213 Lansing, Michigan 48909	Washington Securities Division Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200
Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198	Wisconsin Franchise Registration Division Office of the Wisconsin Commissioner of Securities 101 East Wilson Street Madison, Wisconsin 53702

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit I

LIST OF FRANCHISEES*

A. Listed below are the names, addresses, and telephone numbers of all franchisees whose Stand(s) were open and operating as of October 31, 2025.

State	Address	Telephone Number	Franchisee
Florida			
	16406 New Independence Pkwy. Suite 120 Winter Garden, FL 34787	407-395-9573	Jennifer Pelcher
Louisiana			
	628 Toulouse Street New Orleans, LA 70130	504-264-3834	Crème of Nola Enterprises, LLC
Massachusetts			
	934 Great Plain Avenue Needham, MA 02494	617-356-7785	Frozen Custard Greater Boston One, LLC.
New York			
	4599 Lake Road South Brockport, NY 14420	585-637-4333	Debra Webster
	150 Eastern Blvd. Canandaigua, NY 14424	585-394-0117	Jasco Enterprise (Scott Bagley and Jim Fyles)
	1220 Fairport Road Fairport, NY 14450	585-586-4469	Al Gaesser
	3208 Latta Road Greece, NY 14612	585-392-3977	Eric LePore
	11 Canning Street Hilton, NY 14468	585-392-3977	Eric LePore
	624 Pittsford-Victor Road Pittsford, NY 14534	585-385-1366	Scott Bagley
	1855 Monroe Avenue Rochester, NY 14618	585-271-1980	Randy Miller
	4282 Fay Road Syracuse, NY 13219	315-487-9047	Doug Dixon
	2195 Empire Blvd. Webster, NY 14580	585-671-6365	Cathe Petrus
North Carolina			
	6312 Clemmons Point Drive Clemmons, NC 27012	336-448-5984	BELM Management LLC
	10070 Edison Square Dr., NW, Suite E100 Concord, NC 28027	704-949-0117	Seabeiterscoop LLC
South Carolina			
	119 East Poinsett Street Greer, SC 29651	864-655-4422	BELM Management LLC
	1157 Stonecrest Blvd., #101, Tega Cay, SC 29708	803-548-2858	Grand Slam Scoops, LLC

State	Address	Telephone Number	Franchisee
Texas			
	17630 West Lake Houston Pkwy. Atascocita, Texas 77346	(469) 972-7970	Southern Scoops, LLC*
	2242 Kohlers Crossing Kyle, Texas 78640	(512) 256-5062	Southern Scoops, LLC*
	11112 Slide Road Lubbock, TX 79424	(806) 300-0710	Scarlett River, LLC*
	1520 N. Hardin Blvd. McKinney, Texas 75071	972-369-7239	Southern Scoops, LLC*
	1500 W Frontier Pkwy. Prosper, Texas 75078	(469) 481-6464	Southern Scoops, LLC*

* These franchisees are also area developers.

B. Listed below are the names, addresses, and telephone numbers (if available) of all franchisees who had signed a Franchise Agreement, but whose Stand(s) was not yet open and operating as of October 31, 2025.

State	Address	Telephone Number / E-mail	Franchisee
Florida			
	2445 N Courtenay Pkwy, Ste. B Merritt Island, FL 32952	schambers@abbottscustard.com	Sophia Chambers
	2227 Dr Randy McDaniel Way Middleton, Florida 34762	ghowell@abbottscustard.com	Gimena Howell
	9061 NW 11th Court Plantation, FL 33322	iosorio@abbottscustard.com	Ian Osorio
South Carolina			
	8015 Scarlett Oak Terrace Fort Mill, SC 29707	jpalmeri@abbottscustard.com	Josette Palmeri* Michael Bailey*
Tennessee			
	2227 Brakemen Lane Thompson's Station, TN 37179	afcfranklintn@abbottscustard.com	Duke Trinh* Chelsea Trinh*

* Each of these franchisees can be contacted using the respective street address and single e-mail address provided.

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit J

LIST OF FORMER FRANCHISEES AND DEVELOPERS

Listed below is the name, address, and telephone number of every franchisee or developer who has had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement or Development Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this Disclosure Document.

State	Address	Telephone Number	Franchisee/Developer
Louisiana			
	628 Toulouse Street New Orleans, LA 70130	504-264-3834	Rome Enterprises*
Massachusetts			
	14 Ellington Street Agawam, MA	413-209-7079	Anna Estandian**
	311 Broadway Arlington, MA 02474	781-538-4361	Momentum Enterprises***
	1853 Massachusetts Avenue Lexington, MA 02420	781-538-4361	Momentum Enterprises***
	934 Great Plain Avenue Needham, MA 02494	781-444-9908	FCNE, LLC*
New York			
	198 East Montauk Highway Lindenhurst, NY 11757	631-784-4600	Calvelos Frozen Custard Corp.
South Carolina			
	1157 Stonecrest Blvd. Tega Cay, SC 29708	803-548-2858	SC Custard, LLC*

* Each of these franchisees sold their Stand to a new franchisee and left the System voluntarily.
** This franchisee signed a Franchise Agreement, but chose to exit the System before opening her Stand.
*** This franchisee left the System after a mutual, voluntary termination of its Franchise Agreements.

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

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit K

MULTI-STATE ADDENDA

CALIFORNIA

ADDENDUM TO ABBOTT'S FROZEN CUSTARD, INC.
DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq., the Franchise Disclosure Document for Abbott's Frozen Custard, Inc. for use in the State of California shall be amended as follows:

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 "Special Risks to Consider about This Franchise" listed on page "iii" of the Disclosure Document shall be supplement with the following additional risk:

> Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the Agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk if your franchise fails.

3. The following language is added to the end of Item 3 of the Disclosure Document:

> With regard to us, our predecessor, the persons identified in Item 2 or an affiliate or franchise broker offering franchises under our principal trademark:
>
> > No such party is subject to any current effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a, et seq., suspending or expelling such person from membership in such association or exchange.

4. The following language is added to the end of Item 5 of the Disclosure Document:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations, and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

5. The following language is added to the end of Item 6 of the Disclosure Document:

> In California, the highest interest rate allowed by law is 10% annually.

6. The following language is added to the end of Item 17 of the Disclosure Document:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other

person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchise Agreement Provisions Void as Contrary to Public Policy. Section 31512.1 of the California Corporations Code states that:

> Any provision of a franchise agreement, franchise disclosure document, acknowledgment, 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.

Material Modification of a Franchise. California Business and Section 31125 of the Franchise Investment Law requires us to give you a disclosure document approved by the Commissioner of Corporations before we ask you to consider a material modification of your Franchise Agreement.

Termination and Non-Renewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer, or non-renewal of the franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.*).

Non-solicitation Covenants. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) that is disclosed in Item 17 (rows q and r), and in Sections 13.02 and 13.03 of the Franchise Agreement and Section 8.2 of the Development Agreement.

Post-Termination Non-competition Covenants. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the Franchise Agreement. This provision may not be enforceable under California law.

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

Litigation of Disputes. The Franchise Agreement requires all litigation to be brought in the state and judicial district in which we have our principal place of business, which is currently located in Rochester, New York. 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) to any provisions of a franchise agreement restricting venue to a forum outside California.

Applicable Law. The Franchise Agreement requires application of the laws of the State of New York with certain exceptions. This provision may not be enforceable under California law.

7. The State of California has codified regulations specific to the food service industry. You may refer to California Plan Check Guide for Retail Food Facilities at http://www.ccdeh.com/resources/documents/food-safety-guidelines-1/152-california-plan-check-guide-for-retail-food-facilities-2/file. For further requirements, please see the California Retail Food Code at http://www.cdph.ca.gov/services/Documents/fdbRFC.pdf.

8. California Franchise Investment Law Rule 310.114.1 requires the following statement:

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

9. California Franchise Investment Law Section 31156 and Rule 310.156.3 require the following statement concerning our website:

OUR WEBSITE (http://abbottscustard.com/) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

* * *

AMENDMENT TO
ABBOTT'S FROZEN CUSTARD, INC. FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq., the parties to the attached Abbott's Frozen Custard, Inc. Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Section 3.01A. of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

> Franchisee shall pay to Franchisor a franchise fee of Thirty-Seven Thousand Dollars ($37,000) ("Franchise Fee"). Such Franchise Fee and all other initial fees and payments owed by Franchisee shall be deferred until Franchisor has completed all of its pre-opening obligations under this Agreement and the Unit has opened for business. Upon payment, the Franchise Fee shall be deemed fully earned and nonrefundable in consideration of administrative and other expenses incurred by Franchisor in entering into this Agreement and for Franchisor's lost or deferred opportunity to enter into this Agreement with others.

2. The language found in the first six paragraphs of Section 23.01 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Notwithstanding anything to the contrary in the Franchise Agreement, Franchisor and Franchisee acknowledge and agree that no disclaimer, questionnaire, clause, or statement signed by Franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by Franchisor or a broker or other person acting on behalf of Franchisor that was a material inducement to Franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

4. Termination and Non-Renewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer, or non-renewal of the franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law will control.

5. Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.*).

6. Post-Termination Non-competition Covenants. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the Franchise Agreement. This provision may not be enforceable under California law.

7. Liquidated Damages. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

8. Applicable Law. The Franchise Agreement requires application of the laws of the State of New York with certain exceptions. This provision may not be enforceable under California law.

9. Each provision of this Amendment to the Franchise Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq., are met independently without reference to this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

ABBOTT'S FROZEN CUSTARD, INC.

By:_____

Name:_____

Title:_____

FRANCHISEE

By:_____

Name:_____

Title:_____

AMENDMENT TO
ABBOTT'S FROZEN CUSTARD, INC. DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq., the parties to the attached Abbott's Frozen Custard, Inc. Development Agreement (the "Agreement") agree as follows:

1. Section 2 of the Development Agreement is hereby deleted in its entirety and replaced with the following language:

> In consideration of the development rights granted herein, Developer shall pay to the Company a development fee of _____ Thousand Dollars ($_____) ("Development Fee"), which is the mathematical product of Seven Thousand Dollars ($7,000) multiplied by the number of Abbott's Stands to be developed hereunder. The portion of the Development Fee and the other initial payments applicable to each Abbott's Stand to be developed hereunder shall be deferred until that respective Stand has opened for business. Upon payment, the Development Fee shall be deemed fully earned and non-refundable in consideration of the administrative and other expenses incurred by the Company and for the development opportunities lost or deferred as a result of the rights granted to Developer herein.

2. The last sentence of Section 3.4 of the Agreement is hereby deleted in its entirety and replaced with the following language:

> If a Time Extension is granted for the final development period, the term of this Agreement shall be extended accordingly, and after the expiration of such extended term, Developer shall have no further rights under this Agreement except as expressly provided herein.

3. The last sentence of Section 3.5 of the Agreement is hereby deleted in its entirety and replaced with the following language:

> Simultaneously with its delivery of an Extension Request, Developer shall pay the Time Extension Fee.

4. The last sentence of Section 11.4 of the Agreement is hereby deleted in its entirety and replaced with the following language:

> Provided, however, that if a delay of performance is caused by Force Majeure, and the delay extends for a period of ninety (90) days after the last date specified in the Development Schedule (as extended by any Time Extensions approved by Company in writing), then this Agreement and all rights granted hereunder shall immediately expire.

5. The language found in Sections 15.1, 15.2, and 15.5 of the Agreement is hereby deleted in its entirety, and Sections 15.3, 15.4, and 15.6 are renumbered as appropriate. In addition, the following language is added at the end of Section 15:

> No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Notwithstanding anything to the contrary in the Agreement, the Company and Developer acknowledge and agree that no disclaimer, questionnaire, clause, or statement signed by Developer in connection with the commencement of the franchise development relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by the Company or a broker or other person acting on behalf of the Company that was a material inducement to Developer's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise development relationship.

7. Each provision of this Amendment to the Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq., are met independently without reference to this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the Development Agreement on the same date as that on which the Development Agreement was executed.

ABBOTT'S FROZEN CUSTARD, INC.

By:_____

Name:_____

Title:_____

DEVELOPER

By:_____

Name:_____

Title:_____

MARYLAND

ADDENDUM TO ABBOTT'S FROZEN CUSTARD, INC.
DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES

1. The following risk factor is added to the "Special Risks to Consider About *This* Franchise" page of the Disclosure Document:

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

2. The following language is added at the beginning of Item 5 of the Disclosure Document:

> Based upon the Franchisor's financial condition, the Maryland Commissioner has required a financial assurance. Therefore, notwithstanding anything stated below in this Item 5, all initial fees and payments owed by Franchisee shall be deferred until the Franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

3. In the first table in Item 17 of the Disclosure Document, the following language is added to the Summary section of Item 17(c), entitled **Requirements for you to renew or extend**:

> The general release required as a condition of renewal or sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. In both tables in Item 17 of the Disclosure Document, the following language is added to the Summary section of Item 17(h), entitled **"Cause" defined – defaults which cannot be cured**:

> The Franchise Agreement and Development Agreement provide for termination upon bankruptcy of the Franchisee or Developer. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101, *et seq*.).

5. In both tables in Item 17 of the Disclosure Document, the following language is added to the Summary section of Item 17(m), entitled **Conditions for our approval of transfer**:

> The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

6. In both tables in Item 17 of the Disclosure Document, the following language is added to the Summary section of Item 17(v), entitled **Choice of forum**:

> A franchisee or developer may bring a claim in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. The following language is added at the end of Item 17 of the Disclosure Document:

Any claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three years after the grant of the franchise.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Remainder of Page Intentionally Left Blank]

AMENDMENT TO
ABBOTT'S FROZEN CUSTARD, INC. FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Abbott's Frozen Custard, Inc. Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Fee Deferral. Section 3.01A. of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

> Franchisee shall pay to Franchisor a franchise fee of Thirty-Seven Thousand Dollars ($37,000) ("Franchise Fee"). Such Franchise Fee and all other initial fees and payments owed by Franchisee shall be deferred until Franchisor completes its pre-opening obligations under this Agreement and the Unit has opened for business. Upon payment, the Franchise Fee shall be deemed fully earned and nonrefundable in consideration of administrative and other expenses incurred by Franchisor in entering into this Agreement and for Franchisor's lost or deferred opportunity to enter into this Agreement with others.

2. Renewal. The following language is hereby added at the end of Section 2.02C. of the Franchise Agreement:

> , provided, however, the release above shall not apply to any liability Franchisor may have under the Maryland Franchise Registration and Disclosure Law.

3. Conditions for Approval of Assignment. The following language is hereby added at the end of Section 14.03E. of the Franchise Agreement:

> , provided, however, the release shall not apply to any liability Franchisor may have under the Maryland Franchise Registration and Disclosure Law.

4. Waiver. The Franchise Agreement is hereby amended by adding the following new Section 19.05:

> All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Jurisdiction; Venue. The following language is hereby added to Section 24.02 of the Franchise Agreement:

> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Acknowledgements. The language found in the first six paragraphs of Section 23.01 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Limitations of Actions. The Franchise Agreement is hereby amended by adding the following new Section 24.06:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

[Signatures Follow Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

ABBOTT'S FROZEN CUSTARD, INC.

By:_____

Name:_____

Title:_____

FRANCHISEE

By:_____

Name:_____

Title:_____

AMENDMENT TO
ABBOTT'S FROZEN CUSTARD, INC. DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Abbott's Frozen Custard, Inc. Development Agreement (the "Development Agreement") agree as follows:

1. Recitals. On page 1 of the Development Agreement, the sixth (and final) "WHEREAS" clause is hereby deleted in its entirety.

2. Fee Deferral. Section 2 of the Development Agreement is hereby deleted in its entirety and replaced with the following language:

> In consideration of the development rights granted herein, Developer shall pay to the Company a development fee of _____ Thousand Dollars ($_____) ("Development Fee"), which is the mathematical product of Seven Thousand Dollars ($7,000) multiplied by the number of Abbott's Stands to be developed hereunder. The Development Fee and all other initial payments owed by Developer shall be deferred until the first Abbott's Stand developed pursuant to this Agreement has opened for business. Upon payment, the Development Fee shall be deemed fully earned and non-refundable in consideration of the administrative and other expenses incurred by the Company and for the development opportunities lost or deferred as a result of the rights granted to Developer herein.
>
> The Company shall credit _____ Thousand Dollars ($_____) of the Development Fee, in equal amounts of Seven Thousand Dollars ($7,000), toward each of the initial franchise fees payable to Company under each Franchise Agreement executed pursuant to this Agreement.

3. Transfers. The following language is hereby added at the end of Section 7.2.2.3 of the Development Agreement:

> , provided, however, the release shall not apply to any liability Developer may have under the Maryland Franchise Registration and Disclosure Law.

4. Waiver. The Development Agreement is hereby amended by adding the following new Section 11.5:

> All representations requiring prospective developers to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Applicable Law and Arbitration; **Limitations of Actions**. The following language is hereby added at the end of Section 14.4 of the Development Agreement:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Development Area.

6. Applicable Law and Arbitration; Jurisdiction; Venue. Section 14.6 of the Development Agreement is amended by adding the following:

> Developer may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. Acknowledgements, Representations and Warranties. The language found in Sections 15.1, 15.2, and 15.5 of the Development Agreement is hereby deleted in its entirety, and Sections 15.3, 15.4, and 15.6 are renumbered as appropriate. In addition, the following language is added at the end of Section 15:

> No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signatures Follow Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Maryland Amendment to the Development Agreement on the same date as that on which the Development Agreement was executed.

ABBOTT'S FROZEN CUSTARD, INC.

By:_____

Name:_____

Title:_____

DEVELOPER

By:_____

Name:_____

Title:_____

NEW YORK

ADDENDUM TO ABBOTT'S FROZEN CUSTARD, INC.
DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 the Franchise Disclosure Document for Abbott's Frozen Custard, Inc. ("AFC") for use in the State of New York shall be amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The language in Item 3, "Litigation," is hereby deleted in its entirety and replaced with the following:

The following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such

association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following language is added to the end of the "Summary" section of Item 17(c) (entitled "**Requirements for you to renew or extend**") in the first table in Item 17, and to the end of the "Summary" section of Item 17(m) (entitled "**Conditions for our approval of transfer**") in both tables in Item 17:

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. In both tables in Item 17, the following language replaces the "Summary" section of Item 17(d) (entitled "**Termination by You**"):

> You may terminate the agreement upon any grounds available by law.

5. In both tables in Item 17, the following is added to the end of the "Summary" sections of Item 17(v) (titled "**Choice of forum**") and Item 17(w) (titled "**Choice of law**"):

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements – No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts – Any sale made must be in compliance with §683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

AMENDMENT TO
ABBOTT'S FROZEN CUSTARD, INC. FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Abbott's Frozen Custard, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 14.01 of the Agreement, under the heading "Transfer by Franchisor," shall be supplemented by the following language, which shall be considered an integral part of the Agreement:

> Franchisor shall make no assignment except to an assignee who, in Franchisor's good faith judgment, is willing and able to assume Franchisor's obligations under this Agreement.

2. Section XV of the Agreement, under the heading "Termination," shall be supplemented by the following section, which shall be considered an integral part of the Agreement:

> 15.06 Franchisee may terminate this Agreement upon any grounds available by law.

3. The language found in the first six paragraphs of Section 23.01 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

ABBOTT'S FROZEN CUSTARD, INC.	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

AMENDMENT TO
ABBOTT'S FROZEN CUSTARD, INC. DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Abbott's Frozen Custard, Inc. Development Agreement (the "Agreement") agree as follows:

1. Section 6 of the Agreement, under the heading "Default and Termination," shall be supplemented by the addition of the following subsection, which shall be considered an integral part of the Agreement:

6.6 Developer may terminate this Agreement upon any grounds available by law.

2. Section 7.1 of the Agreement, under the heading "Transfer by the Company," shall be supplemented by the addition of the following language at the end of the Section:

Notwithstanding the foregoing, the Company shall make no transfer or assignment except to an assignee who, in the Company's good faith judgment, is willing and able to assume the Company's obligations under this Agreement.

3. The language found in Sections 15.1, 15.2, and 15.5 of the Agreement, under the heading "Acknowledgements, Representations and Warranties," is hereby deleted in its entirety, and Sections 15.3, 15.4, and 15.6 are renumbered as appropriate. In addition, the following language is added at the end of Section 15:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Development Agreement on the same date as that on which the Development Agreement was executed.

ABBOTT'S FROZEN CUSTARD, INC.	**DEVELOPER**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

OHIO

AMENDMENT TO THE
ABBOTT'S FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF OHIO

In recognition of the requirements of the Ohio Business Opportunity Purchasers Protection Act, Ohio Revised Code §1334.01 et seq., the parties to the attached Abbott's Franchise Agreement ("Franchise Agreement") agree as follows:

1. Section 23 of the Franchise Agreement, entitled "Acknowledgments," shall be amended by adding the following subsection at the end of the Section:

> **23.02 You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.**

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Ohio Business Opportunity Purchasers Protection Act, with respect to each such provision, are met independent of the Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

ABBOTT'S FROZEN CUSTARD, INC.	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

[Notice of Cancellation form (in duplicate) follows]

AMENDMENT TO THE
ABBOTT'S DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF OHIO

In recognition of the requirements of the Ohio Business Opportunity Purchasers Protection Act, Ohio Revised Code §1334.01 et seq., the parties to the attached Abbott's Development Agreement ("Development Agreement") agree as follows:

1. Section 15 of the Development Agreement, entitled "Acknowledgments, Representations and Warranties," shall be amended by adding the following subsection at the end of the Section:

> **15.7 You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.**

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Ohio Business Opportunity Purchasers Protection Act, with respect to each such provision, are met independent of the Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Development Agreement on the same date as that on which the Development Agreement was executed.

ABBOTT'S FROZEN CUSTARD, INC.	**DEVELOPER**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

[Notice of Cancellation form (in duplicate) follows]

Notice of Cancellation

_____, 20___

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this Agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Abbott's Frozen Custard, Inc. at 4791 Lake Avenue, Rochester, NY 14612, or send a fax to Abbott's Frozen Custard, Inc. at _____ _____, or an e-mail to Abbott's Frozen Custard, Inc. at _____ _____, not later than midnight of _____, 20___.

I hereby cancel this transaction.

_____, 20___ **_____**

(Date) **(Purchaser's signature)**

_____

(Print name)

Notice of Cancellation

_____, 20___

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this Agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Abbott's Frozen Custard, Inc. at 4791 Lake Avenue, Rochester, NY 14612, or send a fax to Abbott's Frozen Custard, Inc. at _____ _____, or an e-mail to Abbott's Frozen Custard, Inc. at _____ _____, not later than midnight of _____, 20___.

I hereby cancel this transaction.

_____, 20___ **_____**
(Date) **(Purchaser's signature)**

_____
(Print name)

VIRGINIA

ADDENDUM TO THE ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions will supersede and apply:

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document shall be amended as follows:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the development agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. The following language is added at the end of Item 17 of the Franchise Disclosure Document:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum to the Disclosure Document.

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit L

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	*Pending*
Maryland	*Pending*
New York	*Pending*
Rhode Island	*Pending*
Virginia	*Pending*

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.

ABBOTT'S FROZEN CUSTARD, INC.
FRANCHISE DISCLOSURE DOCUMENT

Exhibit M

RECEIPT (in duplicate)

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 Abbott's Frozen Custard, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you the Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any considerations that relates to the franchise relationship.

If Abbott's Frozen Custard, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency listed in Exhibit H.

We have authorized the agents listed in Exhibit G to receive service of process for us. The franchise seller(s) offering this franchise is/are checked off below:

☐ Robert J. Amico, Abbott's Frozen Custard, Inc., 4791 Lake Avenue, Rochester, NY 14612, (585) 865-7400

☐ Brenden Drew, Abbott's Frozen Custard, Inc., 4791 Lake Avenue, Rochester, NY 14612, (585) 314-2921

☐ Name, principal business address and telephone number of any other franchise seller offering this franchise:

_____

Issuance Date: February 9, 2026.

I have received a franchise disclosure document dated February 9, 2026 that included the following exhibits:

A. Financial Statements
B. Franchise Agreement
C. Equipment and Supply Agreement
D. Renewal Amendment
E. Development Agreement
F. Table of Contents of Manual
G. List of Agents for Service of Process
H. List of State Administrators
I. List of Franchisees and Developers
J. List of Former Franchisees and Developers
K. Multi-State Addenda
L. State Effective Dates
M. Receipt (in duplicate)

_____, 20___
Date

_____
FRANCHISEE

By:_____

Its:_____

Please sign and date this page and retain this page in your possession as part of your records.

RECEIPT

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

If Abbott's Frozen Custard, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you the Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any considerations that relates to the franchise relationship.

If Abbott's Frozen Custard, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency listed in Exhibit H.

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☐ Name, principal business address and telephone number of any other franchise seller offering this franchise:

_____

Issuance Date: February 9, 2026.

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A. Financial Statements
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J. List of Former Franchisees and Developers
K. Multi-State Addenda
L. State Effective Dates
M. Receipt (in duplicate)

_____, 20___
Date

_____
FRANCHISEE

By:_____

Its:_____

Please remove this page, sign and date above, and return this page to Abbott's Frozen Custard, Inc.