FRANCHISE DISCLOSURE DOCUMENT

BRUSTER'S, a Pennsylvania Limited Partnership
730 Mulberry Street
Bridgewater, PA 15009
(724)774-4250
www.brusters.com

Brusters's Real Ice Cream franchises sell ice cream, yogurt & frozen desserts.

The total investment necessary to begin operation of a Bruster's franchised business is between $526,200 and $1,268,200 for a freestanding Master Unit, between $190,300 and $343,400 for an inline Master Unit, $89,500 and $273,000 for an In-Line Satellite Unit and $341,700 and $894,700 for a freestanding Satellite Unit. This includes $30,000 that must be paid to the Franchisor or its affiliate(s) for a Master Unit and $17,500 for a Satellite Unit.

Also, upon the written consent of Bruster's, you may be entitled to enter into a license agreement with Nathan's Famous Systems, Inc. ("Nathans") to operate a menu line extension for the existing food service establishment of Bruster's by offering Nathan's hot dogs, chicken tenders, french fries, and lemonade. The total initial investment necessary under this license is between $33,500 and $37,500. This includes an initial fee in the amount of $7,500 and opening inventory, both payable to Nathan's.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Kathy Ragozzino at 730 Mulberry Street, Bridgewater, PA 15009 or (724)774-4250.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the

FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: May 21, 2012

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

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

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

3. IF FRANCHISEE IS A LEGAL ENTITY, THE OWNER OF THE ENTITY AND HIS/HER SPOUSE MUST SIGN THE GUARANTY (EXHIBIT 10), MAKING THE OWNER AND SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, WHICH PLACES THE OWNER AND SPOUSE'S PERSONAL ASSETS AT RISK.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: May 21, 2012

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EXHIBITS

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

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

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

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

Bruster's franchises the right to sell ice cream, yogurt and frozen desserts under Bruster's trade name, and has done so since 1993. We do not operate other businesses of the type being offered, nor do we offer franchises in any other type of business. A Bruster's store may either be a freestanding unit or in a strip mall, which is referred to as an "inline unit." The freestanding stores and the inline units may be designated as Master Units, where the ice cream is made on site or Satellite Units, which do not manufacture ice cream.

Three ice cream stores bearing the Bruster's trademark are owned by Bruce Reed, President of Bruster's Ice Cream, Inc. The stores operate under the Bruce Reed Business Trust. Bruster's Ice Cream, Inc. is the general partner of Bruster's, A Limited Partnership. One other store is operated under a license granted by Bruce Reed.

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

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

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

Bruster's offers new franchisees a Master Unit for a $30,000 New Franchise Services Fee. Provided that you are not in default of your Franchise Agreement, you may be entitled to open and operate a Satellite Unit for a Franchise Services Fee of $17,500. The Satellite Unit shall be equipped substantially similar to the Master Unit, with possible deviation in product mix, hours and seasonality. In no event, however, shall the Satellite Unit be equipped with ice cream batch freezers.

Also, upon the written consent of Bruster's, you may be entitled to enter into a license agreement with Nathan's Famous Systems, Inc. ("Nathans") to operate a menu line extension for the existing food service establishment of Bruster's by offering Nathan's hot dogs, chicken tenders, French fries, and lemonade. Under the License Agreement, Nathan's grants to you a non-exclusive license to operate at your Premises. The products are purchased from Nathan's. The only fees earned by Bruster's are in the form of royalty payments. We are not involved in any manner with the offer or sale of a Nathan's franchise. You should obtain information concerning the Nathan's franchise directly from Nathan's Famous Systems, Inc. (including Nathan's separate franchise Disclosure Document).

The operation of the Store will be subject to all federal, state and local laws, ordinances and regulations pertaining to business, restaurants and food handling generally. For example, many health department and related codes and regulations require that food service businesses within their jurisdictions have at least one employee or staff member who has successfully completed a food service manager or employee certification program.

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

ITEM 2
BUSINESS EXPERIENCE

Founder: Bruce Reed

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

Chief Executive Officer: Jim Sahene

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

Sr. Vice President of Sales & Operations: David Guido

Since 1997, David Guido has been employed by Bruce Reed Business Trust in a variety of roles. Since 2012 he has served in his current position.

Vice President of Marketing: Kim Piper

Since 2002, Kim Piper has been employed by Bruce Reed Business Trust as Vice President of Marketing.

Vice President of Finance: J. Gregg McMillan

Since 2007, Gregg McMillan has served as Vice President of Finance for Bruce Reed Business Trust. He is a Certified Public Accountant.

Administrative Liaison: Kathy Ragozzino

Since 1993, Kathy Ragozzino has been the administrative liaison for Bruce Reed Business Trust. Also since 1993, she has served as the Secretary of Bruster's Ice Cream, Inc. Bruster's Ice Cream, Inc. is the General Partner of Bruster's, A Limited Partnership.

Franchise Sales: Lori Molnar

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

Project Manager: Mark Oldaker

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

Finance: Judy Galand

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

Finance: Jim Westover

Since January 2007, Mr. Westover has been employed as a Sr. Financial Analyst for Bruce Reed Business Trust. Prior to that, Mr. Westover was employed as a Staff Accountant by Bruce Reed Business Trust since September 2004.

Finance: Donna Mink

Since October 2006, Ms. Mink has been employed as a Bookkeeper for Bruce Reed Business Trust. Prior to that, Ms. Mink was employed in various positions in the banking industry.

TRAINING & OPERATIONS STAFF:

Vice President of Operations, Northern Region: Todd Bilovus

From March 2003 until 2006, Mr. Bilovus was employed as a District Manager for Bruce Reed Business Trust, where he also helped open new stores. Since 2006, he has been Vice President of Operations.

Vice President of Operations, Central Region: Marcie Chong

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

Vice President of Operations, Southern Region: Sean Krings

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

Training Manager: Alexis Reed

Since May 2010, Ms. Reed has been employed by Bruce Reed Business Trust as Manager of Bruster's corporate-owned stores. She is the daughter of Bruster's Founder Bruce Reed.

Trainer: Aimee Delrusso

From January 2008 until February 2011, Ms. Delrusso was employed by Bruce Reed Business Trust as General Manager of the Bridgewater Bruster's store. In February 2011, she became General Manager of the Wexford Bruster's store. She is also currently a franchisee trainer for Bruster's, a Limited Partnership. Prior to being employed by Bruce Reed Business Trust, she was employed as a General Manager with Starbucks Coffee.

Trainer: Leigh Ann Rhinehart

Since October 2011, Ms. Rhinehart has been employed by Bruce Reed Business Trust as General Manager of the Bridgewater Bruster's store. Prior to being employed by Bruce Reed Busines Trust, Ms. Rhinehart was owner of textiles business for several years and prior to that she managed a retail textiles store.

OUTSIDE ASSOCIATE:

Licensee: Candy Young

Since 1992, Candy Young has operated a Bruster's store in East Liverpool, Ohio, under a license agreement with Bruce Reed.

ITEM 3
LITIGATION

The following action is presently pending against Bruster's:

Sutton, et al. vs. Bruster's LP, et al., GD-04-24286, In the Court of Common Pleas of Allegheny County, Pennsylvania. This action was commenced by a writ of summons filed on or about October 15, 2004. A Complaint was filed on or about November 24, 2004. The Complaint was filed on behalf of four former franchisees who, in the aggregate, owned six Bruster's Units: Sutton Enterprises, Ltd., Stacy Jo's Ice Cream, Inc., Darren DiCenso and Leema, Inc. It named as defendants Bruster's LP, Bruster's Ice Cream, Inc., Bruster's Real Ice Cream, Inc. (this entity is non-existent), Titusville Dairy Products Company, Bruce Reed Business Trust and Bruce Reed, individually.

On or about December 20, 2004, Bruster's filed Preliminary Objections to the Complaint setting forth pleading defects in the Complaint. In response, on or about January 19, 2005, plaintiffs filed an Amended Complaint. Such Amended Complaint set forth 23 Counts against various Bruster's-related entities as well as one of Bruster's suppliers. Bruster's filed a motion to dismiss the Amended Complaint and on June 19, 2006, the Court dismissed all but five counts of such pleading. (The Court also granted leave for the Plaintiffs to, within 20 days of its Order, amend their Complaint to re-state Count IX related to the Gift Card Program. Because Plaintiffs failed to so amend, the Count has been dismissed.) For each of such counts, plaintiffs sought judgment in an amount greater than $25,000 plus interest, costs and other damages and relief. One of the Counts not dismissed (Count XXIV) alleged that Bruster's prior termination of one of the original Plaintiffs' Franchise Agreement was invalid. However, that claim is moot as Bruster's previously settled all claims raised by such Plaintiff.

The remaining Counts allege that Bruster's has breached its Franchise Agreement by substituting lower quality products, setting prices too high, funding the operation of Bruster's Internet web site with Marketing Fund assets and depositing supplier rebates into the Marketing Fund. Bruster's believes it has valid defenses to each such claim.

Bruster's has aggressively defended such action and will continue to do so. Bruster's denies all material allegations of wrongdoing as asserted in the pleadings filed in this action to date. All but one of the original plaintiffs has discontinued their claims against Bruster's with no payment to any of them by Bruster's or any other defendant. At this time, we are unable to predict the likelihood of a favorable or unfavorable outcome, or the amount of potential loss in the event of an unfavorable outcome.

Other than these actions, 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

A. Master Unit.

Franchisees pay a nonrefundable $30,000 New Franchise Services fee, $10,000 of which is payable upon the signing of the Franchise Agreement. The balance of $20,000 is payable within 21 days after signing the Franchise Agreement. If the balance of the New Franchise Services fee is not paid by the 21st day, we have the right to terminate the Agreement and retain the $10,000 deposit. Franchisor agrees to provide a package of New Franchise Services including assisting with selection of an engineer and contractor, reviewing approving engineers' drawings, being available to assist with business plan/financing, managing projects, employee training and store opening assistance. Bruster's reserves the right to provide for lower initial franchise fees in unusual circumstances, i.e., long-term employees, personal friends or relatives of Bruce Reed, or purchasers of multiple franchises. The amount that you pay could also vary based upon the size of the store, market potential as indicated by population size and demographics and cost of inventory and equipment. Initial franchise fees range from $0 to $30,000. This fee applies to freestanding master units and inline master units.

B. Satellite Unit.

Franchisees who elect to open a Satellite Unit, subject to the approval of Bruster's, pay a nonrefundable $17,500 New Satellite Franchise Services fee to Bruster's, which is payable upon Bruster's approval of the Franchisee's request for permission to open a Satellite Unit and execution by the parties of the Satellite Agreement, a copy of which is attached as Exhibit 3 to the Franchise Agreement. Franchisor agrees to provide a package of New Satellite Franchise Services including assisting with selection of an engineer and contractor, reviewing/approving engineers' drawings, being available to assist with business plan/financing, managing projects, employee training and store opening assistance. Bruster's reserves the right to provide for lower initial franchise fees in unusual circumstances, i.e., long-term employees, personal friends or relatives of Bruce Reed, or purchasers of multiple franchises. The amount that you pay could also vary based upon the size of the store, market potential as indicated by population size and demographics and cost of inventory and equipment. This fee applies to freestanding satellite units and inline satellite units.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	5% of Net Sales	Payable weekly the 3rd day of the next week; at our option, by transfer	Net Sales is all revenue from the franchise location(s) other than sales tax & electronic funds coupons. Royalties are paid to Franchisor for the use of the brand & current operating system.
Advertising Fund	Maximum advertising fund fees of 3% of net sales	Payable monthly the 10th day of the next month	All franchisees pay 3% of net sales.
Transfer	$15,000	Before the transfer	Paid only if someone purchases your rights in the franchise.
Interest	1.5% monthly or the highest rate allowed by law, whichever is lower	30 days after billing	Interest is charged on any unpaid royalty, advertising, and transfer fees, plus any other payment due but not received by the date due.
Convention Fee	$ 2000.00	Date of convention	Convention fee is charged if franchisee or representative does not attend convention.
Operations Meeting Fee	$ 200.00	Date of meeting	Operations meeting fee is charged if franchisee or representative does not attend scheduled operations meeting

Administrative Fee	$ 100.00 per week for each week until the data is reported	weekly	Administrative fee is assessed if weekly sales are not reported when due (1st day of following week); Administrative fee is assessed if monthly (z-tape) sales are not reported when due (5th day of following month).
Approval of New Products or Suppliers	Will vary over circumstances	When request is made	You must reimburse us for our reasonable costs in reviewing and evaluating your request.

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

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
[for Freestanding Master Unit]

TYPE OF EXPENDITURE(1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
New Franchise Services Fee	$30,000	$10,000 $20,000	At signing of FA Within 21 days	Bruster's
Training Expenses (2) (3)	$3,000 to $6,000	As incurred	As incurred	Employees' Wages, Travel and Living Expense
Real Property -Land (4) -Sitework(4)	$180,000 to $800,000	Note 4	Note 4	Owner of Property
Equipment (5) Including Design & Construction	$271,000 to $354,000	Note 5	Note 5	Suppliers
Sign Package (6)	$22,200 to $30,200	Note 6	Note 6	Suppliers
Insurance and Deposits	$3,000 to $5,000	As incurred (See Note 5)	Upon signing Lease or other Agreements	Landlord & Utility Companies
Opening Inventory(7)(9)	$7,000 to $18,000	As ordered	As incurred	Suppliers(8)
Additional Funds – 3-6 months(8)	$10,000 to $25,000	As incurred	As incurred	Employees, Suppliers, Utilities
Total (10)	$526,200 to $1,268,200			

1. All payments are non-refundable.

2. Training consists of 10 days at a location to be designated by Bruster's, for at least two representatives for each Unit – who are two persons (including the franchisee, if applicable) that will be employed full time at the Unit. Eight to twenty five people hired as scoopers will meet for a minimum of two 4-hour sessions at the store in which they will be employed. Bruster's may, at its discretion, require one additional 4-hour session for the scoopers if deemed necessary in Bruster's sole discretion. One Bruster's representative will work on-site at your store with you and your manager for one day prior to opening and three days during the opening week.

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

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

5. If you intend to have a building built, we offer prefabricated drawings for a free-standing unit 26' x 38' in size. Any costs to modify those plans to the particular size, configuration and site of your Unit are your responsibility. The cost of construction is $130,000 to $150,000. Instead of purchasing equipment, leasing may be available at an estimated monthly cost of $2,500 to $3,000 or $30,000 to $36,000 per year. Purchasing equipment is estimated to run from $131,000 to $135,000. Bruce Reed Business Trust has national account pricing from Carpigiani Corp. for franchisees to purchase batch freezers. The batch freezers will be purchased and warranted by Carpigiani Corp. The equipment cost includes two telephone lines, one of which is for internet access. The equipment cost also includes software package and speakers, over which music can be played inside and outside of your store. The required software package is included in this estimate. It can be purchased from any vendor at a cost of approximately $300. It does not include the cost of a temporary sign that you are required to erect on your lot as soon as you acquire possession of the property, which states "Bruster's Real Ice Cream Coming Soon." You can choose a vendor to make the sign. A few of the factors in this estimate are the cost of putting down the foundation of the building; underground plumbing; sewer and electric; the slab foundation for the coolers; and paving the parking lot. This includes tap-in fees which range from $1,500 to $10,000. Also included is the cost of landscaping on the lot surrounding your store.

6. The sign package would consist of a three-sided awning, "Bruster's Real Ice Cream" backlit reverse channel letters on front elevation gable peak and free-standing street/road sign. This could be modified by local governing authorities.

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

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

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

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

ITEM 7 (cont'd)

YOUR ESTIMATED INITIAL INVESTMENT
[for In-Line Master Unit]

TYPE OF EXPENDITURE(1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
New Franchise Services Fee	$30,000	$10,000 $20,000	At signing of FA Within 21 days	Bruster's
Training Expenses (2) (3)	$3,000 to $6,000	As incurred	As incurred	Employees' Wages, Travel and Living Expense
Rent (4)	$30,000 to $48,000 annually	Monthly	Note 4	Owner of Property
Equipment, including Design & Construction (5)	$103,300 to $201,400	Note 5	Note 5	Suppliers
Sign Package (6)	$4,000 to $10,000	Note 6	Note 6	Suppliers
Insurance and Deposits	$3,000 to $5,000	As incurred	Upon signing Lease or other Agreements	Landlord, Utility & Insurance Companies
Opening Inventory(7)(9)	$7,000 to $18,000	As ordered	As incurred	Suppliers(8)
Additional Funds – 3-6 months(8)	$10,000 to $25,000	As incurred	As incurred	Employees, Suppliers, Utilities
Total (10)	$190,300 to $343,400			

1. All payments are non-refundable.

2. Training consists of 10 days for at least two representatives for each Unit – you (the franchisee) and two persons (including the franchisee, if applicable) who will be employed fulltime at the Unit - at a location to be designated by Bruster's. Eight to twenty five people hired as scoopers will meet for a minimum of two 4-hour sessions at the store in which they will be employed. Bruster's may, at its discretion, require one additional 4-hour session for the scoopers if deemed necessary in Bruster's sole discretion. One Bruster's representative will work on-site at your store with you and your manager for one day prior to opening and three days during the opening week.

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

4. Once construction is completed, we estimate that rent will be $2,500 to $4,000 per month.

5. We do not offer drawings for in-line stores. It is your responsibility to hire an architect and engineer at your expense to begin the construction at an estimated cost of $2,000 - $12,000. Instead of purchasing equipment, leasing may be available at an estimated monthly cost of $2,500 to $3,000, or $30,000 to $36,000 per year. Purchasing equipment is estimated to run from $68,000 to $82,000. Bruce Reed Business Trust has national account pricing from Carpigiani Corp. for franchisees to purchase batch freezers. The batch freezers will be purchased and warranted by Carpigiani Corp. The equipment cost includes two telephone lines, one of which is for internet access. The equipment cost also includes software package and speakers, over which music can be played inside and outside of your store. The required software package is included in this estimate. It can be purchased from any vendor at a cost of approximately $300. None of these payments are to Bruster's or an affiliate of Bruster's.

6. The sign package would consist of "Bruster's Real Ice Cream" backlit reverse channel letters on front elevation gable peak and free-standing street/road sign, if space is available. This could be modified by local governing authorities and could include a three-sided awning.

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

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

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

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

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ITEM 7 (cont'd)

YOUR ESTIMATED INITIAL INVESTMENT
[for In-Line Satellite Unit]

NATURE OF EXPENSE(1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
New Satellite Franchise Services Fee	$17,500	$17,500	Upon execution of Satellite Agreement	Bruster's
Training (2) (3)	$3,000 to $6,000	As incurred	As incurred	Employees' Wages, Travel and Living Expense
Rent	$12,000 to $84,000 annually	Monthly	Note 4	Owner of Property
Equipment, including Design & Construction (5)	$31,000 to $112,000	Note 5	Note 5	Suppliers
Sign Package (6)	$10,000 to $17,500	Note 6	Note 6	Suppliers
Insurance and Deposits	$3,000 to $5,000	As incurred	Upon signing Lease or other Agreements	Landlord, Utility & Insurance Companies
Opening Inventory (6)(8)	$3,000 to $6,000	As ordered	As incurred	Suppliers(8)
Additional Funds-3 to 6 Months (7)	$10,000 to $25,000	As incurred	As incurred	Employees, Suppliers, Utilities
TOTAL (9)	$89,500 to $273,000			

1. All payments are non-refundable and shall.

2. Training consists of 10 days for at least two representatives for each Unit – you (the franchisee) and two persons (including the franchisee, if applicable) who will be employed fulltime at the Unit - at a location to be designated by Bruster's. Eight to twenty five people hired as scoopers will meet for a minimum of two 4-hour sessions at the store in which they will be employed. Bruster's may, at its discretion, require one additional 4-hour session for the scoopers if deemed necessary in Bruster's sole discretion. One Bruster's representative will work on-site at your store with you and your manager for one day prior to opening and three days during the opening week.

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

4. Once construction is completed, we estimate that rent will be $1,000 to $7,000 per month.

5. We do not offer drawings for in-line stores. It is your responsibility to hire an architect and engineer at your expense to begin the construction at an estimated cost of $2,000 to $12,000. Instead of purchasing equipment, leasing may be available at an estimated monthly cost of $2,500 to $3,000, or $30,000 to $36,000 per year. Purchasing equipment is estimated to run from $31,000 to $112,000. The equipment cost includes two telephone lines, one of which is for internet access. The equipment cost also includes speakers, over which music can be played inside and outside of your store. The required software package is included in this estimate. It can be purchased from any vendor at a cost of approximately $300. None of these payments are to Bruster's or an affiliate of Bruster's.

6. The sign package would consist of "Bruster's Real Ice Cream" backlit reverse channel letters on front elevation gable peak and free-standing street/road sign, if space is available. This could be modified by local governing authorities and could include a three-sided awning.

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

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

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

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

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ITEM 7 (cont'd)

YOUR ESTIMATED INITIAL INVESTMENT
[for Freestanding Satellite Unit]

Bruster's does not presently anticipate that Franchisees will seek to open Satellite Units as newly constructed freestanding units. However, Franchisees may wish to consider freestanding Satellite Units where, for example, an existing structure could be converted to a Bruster's Satellite Unit. However, due to the unpredictable nature of costs associated with such units, Bruster's is not able to provide accurate estimates for the costs associated with the acquisition and improvement of such real estate. Bruster's will assist Franchisees with estimating costs associated with such proposals on a case-by-case basis prior to the approval of the proposed location. The non-real estate costs for such a unit will be similar to those for an in-line Satellite Unit. Any such potential freestanding satellite location should generally permit parking for 12 cars and should be on an approximately 1/3-acre site.

TYPE OF EXPENDITURE(1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
New Satellite Franchise Services Fee	$17,500	$17,500	Upon execution of Satellite Agreement	Bruster's
Training Expenses (2) (3)	$3,000 to $6,000	As incurred	As incurred	Employees' Wages, Travel and Living Expense
Real Property -Land -Sitework(4)	$150,000 to $600,000	Note 4	Note 4	Owner of Property
Equipment Including Construction	$133,000 to $205,000	Note 5	Note 5	Suppliers
Sign Package (6)	$22,200 to $30,200	Note 6	Note 6	Suppliers
Insurance and Deposits	$3,000 to $5,000	As incurred	Upon signing Lease or other Agreements	Landlord, Utility & Insurance Companies
Opening Inventory(7)(9)	$3,000 to $6,000	As ordered	As incurred	Suppliers(8)
Additional Funds – 3-6 months(8)	$10,000 to $25,000	As incurred	As incurred	Employees, Suppliers(8), Utilities
Total (10)	$341,700 to $894,700			

1. All payments are non-refundable.

2. Training consists of 10 days for at least two representatives for each Unit – you (the franchisee) and two persons (including the franchisee, if applicable) who will be employed fulltime at the Unit - at a location to be designated by Bruster's. Eight to twenty five people hired as scoopers will meet for a minimum of two 4-hour sessions at the store in which they

will be employed. Bruster's may, at its discretion, require one additional 4-hour session for the scoopers if deemed necessary in Bruster's sole discretion. One Bruster's representative will work on-site at your store with you and your manager for one day prior to opening and three days during the opening week.

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

4. The estimated price of purchasing land is $100,000 to $400,000 in an urban area. A possible alternative to buying the land and the building is leasing. In an average urban area, the monthly cost of leasing land on which you may build is $1,000 to $3,000. If you lease land with an attached building, it is our experience that the monthly cost is $1,000 to $5,000. If you lease an already existing building, site work will need to meet our specifications.

5. Instead of purchasing equipment, leasing may be available at an estimated monthly cost of $1,000 to $2,500, or $12,000 to $30,000 per year. Purchasing equipment is estimated to run from $25,000 to $30,000 to. The equipment cost includes two telephone lines, one of which is for internet access. The equipment cost also includes speakers, over which music can be played inside and outside of your store. The required software package is included in this estimate. It can be purchased from any vendor at a cost of approximately $300. None of these payments are to Bruster's or an affiliate of Bruster's.

6. The sign package would consist of a three-sided awning, "Bruster's Real Ice Cream" backlit reverse channel letters on front elevation gable peak and free-standing street/road sign. This could be modified by local governing authorities.

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

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

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

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

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

Total revenue of Bruster's based on the financial statements for the year ending December 31, 2011 was $5,876,915. Bruster's has an agreement with Titusville Dairy that requires Titusville Dairy to refund to Bruster's twenty percent (20%) of the revenue derived from the sale of ice cream and yogurt mixes by Titusville Dairy to franchisees. This twenty percent amount equaled $1,029,068 in 2011. This is the only required purchase from which Bruster's receives revenue.

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

The estimated proportion of all required purchases while operating a business to all of your purchases is 75%. The estimated proportion of all required purchase to all of your purchases to establish your business is less than 1%. The only required purchases and/or leases in relation to all purchases and leases to be made by you in establishing the business are the purchases of the ice cream and yogurt mix and ice cream and yogurt flavorings. These amount to less than 1% of your initial purchases and leases in establishing your business.

You must buy other food items specified in the Operations Manual, which are available to Franchisees on the Franchisee Extranet, made by certain manufacturers. These manufacturers are approved by us because of the superior quality of their products. Bruster's negotiates the buying arrangements for these items with suppliers, but neither Bruster's nor any affiliate will derive revenue from your purchases from these suppliers and you do not have to purchase them from these suppliers. Other than Titusville Dairy of which Bruce Reed owns 25%, neither Bruster's nor any of its affiliates or officers has an ownership interest in any of the suppliers either recommended or required by Bruster's. Titusville Dairy is the only approved supplier of ice cream and yogurt mix.

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

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

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

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

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

You may select any supplier of printed supplies, like uniform business forms, stationery, signs, menus and other supplies with the Bruster's trade name and logo. Bruster's must approve the supplier. Appearance of the logo, quality of the product or equipment and reliability of the supplier are the main criteria used to approve the supplier. The same is true of all other equipment, such as cash registers, walk-in coolers, tables and chairs. You are not permitted to locate tables on the property surrounding your Unit.

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

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

In addition, upon the written consent of Bruster's, you may be entitled to enter into a license agreement with Nathan's Famous Systems, Inc. ("Nathan's") to operate a menu line extension for the existing food service establishment of Bruster's by offering Nathan's hot dogs, chicken tenders, french fries, and lemonade. A copy of the License Agreement by and among Nathan's, you, and consented to by Bruster's is attached as Exhibit 5 to the Franchise Agreement.

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ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

	Obligation	Section in Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 4.10	Item 11
b.	Pre-opening purchases/leases	Sections 6; 8; 5; 11	Items 5; 7; 11
c.	Site development and other pre-opening requirements	Sections 4; 5; 6; 7.1; 11.3; 18.2; 20.10	Items 5; 7; 11
d.	Initial and ongoing training	Section 7	Items 7; 11
e.	Opening	Section 8.10	Item 11
f.	Fees	Section 5	Items 5; 6; 7
g.	Compliance with standards and policies/Operating Manual/To Do List	Sections 4; 8	Item 16
h.	Trademarks and proprietary information	Sections 1; 3; 8.11; 8.17; 13	Items 13; 14
I.	Restrictions on products/services offered	Section 8	Item 16
j.	Warranty and customer service requirements	Section 9	Item 11
k.	Territorial development and sales quotas	Section 2	Item 12
l.	Ongoing product/service purchases	Sections 4; 6; 8	Item 8
m.	Maintenance, appearance and remodeling requirements	Sections 4; 6; 8	Item 11
n.	Insurance	Section 11	Item 7
o.	Advertising (1)	Section 8	Items 6; 7; 8; 11

	Obligation	Section in Franchise Agreement	Disclosure Document Item
p.	Indemnification	Section 12	Item 11
q.	Owner's participation/ management/staffing	Section 8	Item 15
r.	Records/reports	Sections 4; 10	None
s.	Inspection/audits	Sections 8; 10	None
t.	Transfer	Section 14	Items 6; 17
u.	Renewal	Section 3	Item 17
v.	Post-Termination Obligations	Section 17	Item 17
w.	Non-Competition Covenants	Section 15	Item 17
x.	Dispute Resolution	Section 19	Item 17
y.	Other (Security Interest)	Section 18.2	None

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

ITEM 10
FINANCING

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

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

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

A. Pre-Opening Obligations.

1. Site Selection. You must select a site for the Unit within your Territory within one hundred eighty (180) days of the date of execution of your Franchise Agreement. Bruster's must preliminarily approve or disapprove the site you select for the Unit within 30 days after receipt of written notice from you. After preliminary approval, you must submit proforma cost estimates for Bruster's final approval. Bruster's must finally approve or disapprove the site within 30 days after receiving the proforma. If Bruster's does not approve of the site you select, you must select a different site within one hundred eighty (180) days of Bruster's disapproval of the previous site, with Bruster's having thirty (30) days to approve or disapprove of the second site selected. This process may continue indefinitely. If you fail to select a site for a Unit within any of the 180 day periods, Bruster's reserves the right to terminate the Franchise Agreement and retain the New Franchise Services Fee. We will provide limited assistance in finding acceptable locations for the Unit. Factors to consider in evaluating a particular location are: population density, the amount of vehicular and foot traffic, square footage, competition within the area, the amount of rent, the availability of free parking, and entrance and exit to a street. (Section 4.10 of the Franchise Agreement)

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

3. Design and Construction. Bruster's will provide you with a design package for a freestanding 26' x 38' prefabricated unit which may be modified only upon our written approval. We will recommend approved engineers and architects to work with you. You bear the cost of all services to customize each unit. Franchisor does not supply Design Packages for In-line Units. Franchisee must submit for Franchisor's approval the designs of all architects and engineers, which Franchisee hires to design the Unit before commencing construction. (Section 6.1 of the Franchise Agreement) Your prefabricated unit will be approximately 95% complete when it is delivered. Your prefabricated unit will be serviceable, but it will not be "perfect," as any construction project requires minor adjustments and fix-ups. Additional work may be required on the floors, walls, ceilings, etc. It is your responsibility to ensure that the Unit conforms with local ordinances and building codes and that you obtain the required permits.

4. Initial Training. All orientation and training of you and/or your management personnel before each Unit's opening shall be performed solely and exclusively by Bruster's. At least two people that will be working full time at the Unit (one of which must be the General Manager, and one of which may be the Franchisee) must complete such training. The actual training of your crew will be done by you. Training will be conducted before the opening of your Unit at our headquarters or at a location designated by Bruster's. The initial training session will be ten (10) days and will cover all phases of operations, including the making of ice cream and

the overall philosophy of Bruster's. When the training is successfully completed, the general manager and the staff member shall each be qualified by Bruster's as "Ice Cream Maker." At a later date, each Ice Cream Maker will be certified by Bruster's as "Ice Cream Maker Trainer," at which time he/she is permitted to train Ice Cream Makers. Eight (8) to twenty five (25) workers employed as "Ice Cream Scoopers" must attend and pass an initial training course at the store at which they will be employed. You must pay all expenses for yourself, the general manager and all of your other personnel during the initial training period. Bruster's will pay all expenses of our own personnel while conducting training at your Unit. You and your personnel will be trained by certified Bruster's Ice Cream Trainers, who perform and are familiar with daily tasks involved in operating a Unit. Also, for one day before and three days during the week of opening the Unit, Bruster's will provide supervisory and training personnel on site to assist you. Bruster's may require additional training after opening of any Unit. (Section 4.1 and Section 7 of the Franchise Agreement)

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

6. Computer. The required cash register system, one required per Unit, includes a computer at an approximate cost of $1000.00. In addition, you must have Internet and E-mail access at each store. You will be required to purchase a computer software package (currently QuickBooks) at a cost of approximately $300.00. (Section 4.8 of the Franchise Agreement)

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

B. Obligations During Operation.

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

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

3. Continuing Assistance. During the first four months of your operations, a Bruster's representative will visit your Unit as often as is determined by Bruster's to be reasonably

necessary to review your operations. After the first four months, a Bruster's representative will visit your Unit periodically to review your operations to assist you in using the current operating system and marketing the brand. (Section 4.1 of the Franchise Agreement)

In addition, you are given the opportunity to elect other franchisees to act as members of an Advisory Board which assists in the promotion of the franchise.

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

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

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

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

The following is the Table of Contents of the 363 page Operations Manual:

A.	Mission Statements & Company History	2 pages
B.	Preparation Guide	46 pages
C.	Human Resources	33 pages
D.	Food & Labor Control	24 pages
E.	Drive Thru	16 pages
F.	Operations	27 pages
G.	Ordering System	7 pages
H.	Financial Reports	6 pages
I.	Manual Sales Records	6 pages
J.	Inspections	9 pages
K.	Register Procedures	22 pages
L.	Training	19 pages
M.	Marketing	18 pages
N.	Risk Management	21 pages
O.	Ice Cream Making	14 pages
P.	Preventive Maintenance	69 pages
Q.	Cart Operating Procedures	15 pages
R.	Electronic Gift Card Program	9 pages

8. Advertising. Bruster's advertising program is performed in-house, regional in scope, and will be conducted through print and electronic media with the assistance of an advertising agency. You may use your own advertising material, with Bruster's prior written approval.

You are required to contribute to an advertising fund. All of Bruster's franchisees contribute a percentage of their net sales to this fund as listed in Item 6. Bruster's-owned and Bruce Reed-owned units, as well as units operated by the Bruce Reed Business Trust, also contribute 3% of net sales to this fund. Any monies received by Bruster's from vendor rebate programs (other than Titusville Dairy) will be deposited to the Advertising Fund. Jim Sahene administers the fund. The fund may be audited and the financial statements of the fund may be obtained by any franchisee for review upon written request to Bruster's. It is reviewed regularly by a franchisee. All checks written on the account are signed by a corporate representative and a franchisee. Bruster's produces a monthly report, which may be obtained on the Franchisee Extranet. Neither Bruster's nor its affiliates receive payment for providing goods or services to the advertising fund.

90% of the salary and payroll taxes for the position of Vice President of Marketing are currently paid by the Advertising Fund. 10% of the salary and payroll taxes and all of the office costs and expenses, including benefits related to this position are currently paid by Bruce Reed Business Trust. All of the payroll and related costs for 2 Regional Marketing Managers and a Graphic Designer are currently paid by the Advertising Fund.

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

You are not required to participate in an advertising cooperative. There is, however, presently a Franchise Advisory Board composed of between seven and nine franchisees that advise Bruster's on, among other things, advertising policies. Bruster's selects the members from the franchisees that volunteer to be on the Board. There is a governing document made available to the Franchise Advisory Board that sets forth, among other things, the purpose, mission statement, representation guidelines, and responsibilities of the Franchise Advisory Board. They have no operational or decision-making power. Bruster's retains the right to dissolve the Board. For the year 2011, $2,193,851 in advertising funds were utilized. Specifically, these funds were used in the following amounts and percentages:

Expense	Amount	Percentage
Administration	152,552.00	6.9%
Promotions	15,870.00	0.8%
Local Store Marketing	2,025,429.00	92.3%

Any funds from the Advertising Fund that were not utilized are retained for the following year. Of the $2,193,851 used for advertising in 2011, $0 were used to solicit new franchise sales.

9. Equipment. You are required to purchase a Uniwell 915 (or the current model at the time you purchase your system) electronic cash register system. No other system is approved for your store at this time. This system is required because of its payroll capabilities and its ability

to auto-report sales. Neither Bruster's nor any affiliate or third party is obligated to provide maintenance, repairs, upgrades or updates to the cash register. Bruster's has independent access and the unlimited right to inspect your cash register data up to 3 years after close of the fiscal year in which they were generated. There are no contractual limitations on Bruster's right to access the information. (Section 10 of the Franchise Agreement) Bruster's is not obligated to assist you in obtaining the cash register system. The cost to purchase this equipment is between $8,050 and $13,000 with a drive through component, and the cost to lease to own it is $4,664 per year for a four (4) year term and up to $8,465 for a one (1) year term for a 3-register system. These amounts may vary due to the fact that the interest rate you would receive is subject to credit approval. The annual cost for a maintenance agreement for this equipment is $334 for ASP website reporting, which is mandatory, and $350 for ERC phone support, which is optional. There is no obligation on you to upgrade or update the system during the term of the Franchise Agreement.

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

Ms. Reed will be the primary franchisee trainer. Additionally, Todd Bilovus, Marcie Chong, Sean Krings, Aimee Delrusso, Leighann Rhinehart and Candy Young may be involved with training franchisees. Mr. Bilovus's experience includes having been involved with Bruster's since 2003; Ms. Chong since 2004; Mr. Krings since 2012; Ms. Delrusso since 2008; Ms. Rhinehart since 2011; Ms. Reed since 2010; and Ms.Young since 1992. See Item 2 for more detailed information regarding these trainers.

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The training program is described below.

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Class Location	Instructional Materials include:
Orientation & Overview	4	0	Corp. Office	Training is supplemented with Operations Manual & various handouts
Customer service, scooping waffle cone production, ice cream cakes and pies, administrative paperwork, computer, and cash register.	0	20 - 30	In Store	"
Running Store/Opening and Closing Procedures	0	8 - 10	In Store	"
Ice Cream Making	0	24 - 30	In Store	"
Classroom training – product preparation, reporting, QuickBooks, ice cream making, ordering	20	0	Corp. Office	"
Customer Service	24	52 - 70		

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

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ITEM 12
TERRITORY

You are initially granted an area in which to select a site for approval by Bruster's. That area may change in size due to the fact that someone having an area adjacent to you might pick a location prior to you picking yours. Once your site has been approved, your store location is your Territory. Subject to the following, Bruster's will not build another store nor allow anyone else to build a Bruster's store, or grant a license to any existing food service establishment to sell Bruster's products within a certain area. The minimum area in which Bruster's will not build another store nor allow anyone else to build a Bruster's store, or grant a license to any existing food service establishment to sell Bruster's products would be a three-mile radius of your store location or a residential population density of 35,000 people, whichever is smaller. The maximum area in which Brusters will not build another store nor allow anyone else to build a Bruster's store, or grant a license to any existing food service establishment to sell Bruster's products would be a six-mile radius of your store location or a residential population density of 75,000 people, whichever is smaller. Bruster's reserves the right to build another store or allow someone else to build a Bruster's store within a three mile radius in unusual circumstances, including when there is significant foot traffic, such as in stadiums, arenas, and airports.

Other than as stated above, 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. Bruster's may offer fundraising coupons for sale through franchisees and such coupons may be sold through other franchisees within this radius. If your store is located in an urban environment, it may be determined by Bruster's that there is no protected radius surrounding your store.

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

We reserve the right to sell Bruster's products to wholesale and retail food outlets, as well as catalog, direct mail and internet sales, all of which may result in sales anywhere. If a sale is made within your Territory, Bruster's does not pay any compensation for soliciting or accepting orders inside your Territory. You cannot engage in catalog, direct mail or Internet sales to customers. Any catering done, via ice cream cart or otherwise must be approved in writing by the Franchisor.

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

There is no minimum sales quota.

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

ITEM 13
TRADEMARKS

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

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

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

Additionally, the trademark and service mark "Treat Yourself" is registered with the U.S. Patent and Trademark Office. The registration number and dates of registration are:

MARK:	Treat Yourself Reg. No. 3,526,699 Registered November 4, 2008 On Principal Register, U.S. Patent and Trademark Office

The Trademarks are also registered in Pennsylvania.

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

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

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

If consented to by Bruster's under the License Agreement by and among Nathan's, you, and consented to by Bruster's, you will be entitled to the use of and protection afforded to the Nathan's trademark as stated in said License Agreement.

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

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

Bruster's does not require that you personally manage the franchised business; however, you are required to oversee the operations of the store. It is our preference that you act as general manager of the Unit, however, you may designate a general manager who must complete Bruster's training program to our satisfaction. The general manager cannot have an interest or business relationship with any of Bruster's competition. The general manager need not have an ownership interest in the franchise. The general manager shall have responsibility for the day-to-day management and operation of the Unit, and devote his or her full time and attention and best efforts to the performance, management and operation of the business. Also, you and all of the managers must sign written agreements to maintain the confidentiality of trade secrets and not compete with Bruster's or its franchisees as required by Section 15 in the Franchise Agreement. Bruster's does require that the Franchisee or the general manager of Franchisee attend the periodic Bruster's convention unless they obtain written permission otherwise from Bruster's. A fee of $2000.00 will be charged to any franchisee who does not comply with the requirement to attend or send the general manager to the periodic Bruster's convention. A fee of $200 will be charged to any franchisee who does not comply with the requirement to attend or send the general manager to the operations meeting.

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

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

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

You may apply to Bruster's for permission to add your own food for which no standards and specifications exist to the list of optional foods and services being offered by Bruster's. We may, at our option and on such conditions as we deem advisable, grant or deny such request. In that regard, upon Bruster's written consent, you may be entitled to enter into a license agreement by and among Nathan's, you, and consented to by Bruster's, for the sale of hot dogs, chicken tenders, french fries, and lemonade.

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

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

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

Only upon the written consent of Bruster's may you enter into a License Agreement with Nathan's Famous Systems, Inc. to operate a menu line extension for the existing food service establishment of Bruster's by offering Nathan's hot dogs, chicken tenders, French fries and lemonade.

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ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

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

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

Provision	Section in Franchise Agreement or Other Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	14.2	Bruster's can match any offer for your franchise and may substitute cash for any form of payment.
o. Franchisor's option to purchase franchisee's business	17.6	Upon termination or expiration, Bruster's shall have the option to purchase all or any part of your business.
p. Death or disability of franchisee	14.3 and 20.2	Bruster's must approve the transferee, who must comply with all transfer requirements
q. Non-competition covenants during the term of the franchise	13.4 and 15.1	Restricts franchisee and any partner, owner, shareholder or employee from directly or indirectly competing with Bruster's.
r. Non-competition covenants after the franchise is terminated or expires	15.2	For 3 years, neither Bruster's nor any partner, Shareholder, other owner, general manager nor Ice Cream Maker shall operate a similar business and may not divert employees or business, or transfer possession of the Premises to a competitor.
s. Modification of the agreement	20.12	Except for the Operations Manual and To Do List, which are subject to change, modifications are enforceable only if there is written instrument signed by the party against whom enforcement is sought.
t. Integration/merger clause	20.12	Franchise Agreement, including exhibits, is binding. No other agreements are binding unless specified in Franchise Agreement.
u. Dispute resolution by arbitration or mediation	19.1	Mediation in Beaver County, Pennsylvania

Provision	Section in Franchise Agreement or Other Agreement	Summary
v. Choice of forum	19.1	If dispute not resolved by mediation or arbitration, or, if both parties do not agree, in the United States District Court for the Western District of Pennsylvania or the Court of Common Pleas of Beaver County, Pennsylvania.
w. Choice of law	20.5	Pennsylvania law applies

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised Units. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Unit, however, we may provide you with the actual records of that Unit. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kathy Ragozzino at 730 Mulberry Street, Bridgewater, PA 15009 or (724)774-4250, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEMWIDE FRANCHISE SUMMARY
FOR YEARS 2009 through 2011

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2009	241	235	-6
	2010	235	222	-13
	2011	222	210	-12
Company-Owned	2009	4	4	0
	2010	4	3	-1
	2011	3	3	0
Total Outlets	2009	245	239	-6
	2010	239	225	-14
	2011	225	213	-12

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TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (other than the Franchisor) FOR YEARS 2009 through 2011

STATE	YEAR	NUMBER OF TRANSFERS
ALABAMA	2009	1
	2010	0
	2011	0
ARKANSAS	2009	0
	2010	0
	2011	0
DELAWARE	2009	0
	2010	0
	2011	0
FLORIDA	2009	1
	2010	0
	2011	1
GEORGIA	2009	3
	2010	1
	2011	4
INDIANA	2009	0
	2010	0
	2011	0

TABLE NO. 2

STATE	**YEAR**	**NUMBER OF TRANSFERS**
KENTUCKY	2009	0
	2010	0
	2011	0
MARYLAND	2009	0
	2010	0
	2011	0
MISSISSIPPI	2009	0
	2010	0
	2011	0
NORTH CAROLINA	2009	0
	2010	0
	2011	2
NEW HAMPSHIRE	2009	0
	2010	0
	2011	0
NEW YORK	2009	0
	2010	0
	2011	0
OHIO	2009	0
	2010	0
	2011	0

TABLE NO. 2

STATE	YEAR	NUMBER OF TRANSFERS
PENNSYLVANIA	2009	1
	2010	0
	2011	1
SOUTH CAROLINA	2009	1
	2010	0
	2011	0
TENNESSEE	2009	2
	2010	1
	2011	0
TEXAS	2009	0
	2010	0
	2011	0
VIRGINIA	2009	1
	2010	0
	2011	0
TOTALS	2009	10
	2010	2
	2011	8

TABLE NO. 3

STATUS OF FRANCHISED OUTLETS
FOR YEARS 2009 through 2011

STATE	YEAR	OUTLETS AT START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REAQUIRED BY FRANCHISOR	CEASED OPERATIONS OR OTHERWISE LEFT THE SYSTEM	OUTLETS AT END OF THE YEAR
ALABAMA	2009	12	0	1	0	0	0	11
	2010	11	0	0	0	0	0	11
	2011	11	0	0	0	0	0	11
ARKANSAS	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	1	0	0	0	0	2
CONNECTICUT	2009	0	1	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	0	1	0	0	0	0
DELAWARE	2009	3	0	0	0	0	0	3
	2010	3	0	0	0	0	0	3
	2011	3	0	0	0	0	0	3
FLORIDA	2009	22	2	1	0	0	0	23
	2010	23	1	1	0	0	2	21
	2011	21	0	4	0	0	0	17
GEORGIA	2009	79	0	4	0	0	0	75
	2010	75	2	2	0	0	1	74
	2011	74	2	7	0	0	1	68
INDIANA	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
KENTUCKY	2009	7	0	2	0	0	0	5
	2010	5	0	0	0	0	0	5
	2011	5	0	0	0	0	0	5
MARYLAND	2009	8	0	0	0	0	0	8
	2010	8	0	2	0	0	0	6
	2011	6	1	0	0	0	0	7
MISSISSIPPI	2009	2	0	0	0	0	0	2
	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	0	2

STATE	YEAR	OUTLETS AT START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REAQUIRED BY FRANCHISOR	CEASED OPERATIONS OR OTHERWISE LEFT THE SYSTEM	OUTLETS AT END OF THE YEAR
NEW HAMPSHIRE	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
NEW JERSEY	2009	1	1	0	0	0	0	2
	2010	2	2	1	0	0	0	3
	2011	3	0	1	0	0	0	2
NEW YORK	2009	3	0	0	0	0	0	3
	2010	3	0	0	0	0	0	3
	2011	3	0	0	0	0	0	3
NORTH CAROLINA	2009	11	2	0	0	0	0	13
	2010	13	1	3	0	0	1	10
	2011	10	1	1	0	0	0	10
OHIO	2009	5	0	1	0	0	0	4
	2010	4	0	1	0	0	0	3
	2011	3	0	0	0	0	0	3
PENNSYLVANIA	2009	39	1	3	0	0	0	37
	2010	37	0	5	0	0	0	32
	2011	32	1	3	0	0	0	30
SOUTH CAROLINA	2009	19	0	1	0	0	0	18
	2010	18	2	1	0	0	0	19
	2011	19	0	0	0	0	0	19
TENNESSEE	2009	7	0	0	0	0	0	7
	2010	7	1	1	0	0	0	7
	2011	7	1	1	0	0	0	7
TEXAS	2009	2	0	0	0	0	0	2
	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	0	2
VIRGINIA	2009	19	0	1	0	0	0	18
	2010	18	0	1	0	0	0	17
	2011	17	1	1	0	0	0	17
TOTALS	2009	241	7	13	0	0	0	235
	2010	235	9	18	0	0	3	222
	2011	222	8	18	0	0	2	210

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2009 through 2011

STATE	YEAR	OUTLETS AT START OF THE YEAR	OUTLETS OPENED	OUTLETS REAQUIRED FROM FRANCHISOR	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
OHIO	2009	1	0	0	0	0	1
	2010	1	0	0	1	0	0
	2011	0	0	0	0	0	0
PENNSYLVANIA	2009	3	0	0	0	0	3
	2010	3	0	0	0	0	3
	2011	3	0	0	0	0	3
TOTALS	2009	4	0	0	0	0	4
	2010	4	0	0	1	0	3
	2011	3	0	0	0	0	3

TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2011

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
ALABAMA	8	0	0
ARKANSAS	0	0	0
DELAWARE	1	0	0
FLORIDA	15	1	0
GEORGIA	7	1	0
KENTUCKY	2	0	0
LOUISIANA	1	0	0
MARYLAND	3	0	0
MISSISSIPPI	2	0	0
NEW JERSEY	1	1	0
NORTH CAROLINA	2	0	0
OHIO	1	1	0
PENNSYLVANIA	10	0	0
SOUTH CAROLINA	2	0	0
TENNESSEE	3	0	0
TEXAS	3	0	0
VIRGINIA	6	0	0
WEST VIRGINIA	1	0	0
TOTALS	68	4	0

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

Alabama

Sonia Pruett, Valerie Harris & Charles Rickard - Huntsville, AL
Kelly Atchley & Paul Barnes – Enterprise, AL
Lance Latham – Opelika, AL
Dinah & Steve Landreth – Northport, AL
Scott & Linda Parker – W. Hoover, AL
Linda & Porter Griffin, Sharon & Hayward Shula – Mobile, AL
Joe Beacham - Daphne, AL
Michael Crawford – Mobile, AL

Delaware

Michael Lattari & Dennis Schmidt – New Castle, DE

Florida

Kathleen Devenny – Jacksonville, FL
William Kuhn – Port Orange, FL & Deland, FL
Barry Gold – Destin, FL
Rochelle Mullen – Rockledge, FL
Wendy Wytiaz – Windermere, FL
Tom Stelter – Tampa, FL & Town & Country, FL
Linda Kroeplin – Orland, FL
Nibodh Patel – Coral Springs, FL
Ben & Jennifer Van Ryswyk – Winter Haven, FL
Danielle Holm-Aiello – Winter Park, FL
Bhupendra Patel – N. Lakeland, FL
George Harrington – Jacksonville, FL (2)
Tammy Sturgis – Ocala, FL

Georgia

Tony Wu – Athens, GA
Russell Clark – Dawsonville, GA
Adonis Mouna – Richmont Hill, GA
Noel Black – Savannah, GA
Ashwin Manjee – Emory, GA
Hina Patel – Atlanta, GA
Brett Harper – Sugarhill, GA

Kentucky

Stuart & Kevin Kirby – Bowling Green, KY
Eli Flint – Paducah, KY

Louisiana

Joe Beacham – Covington, LA

Maryland

Pamela Kreppel – Huntington, MD
Gerard & Donna Paradis – Bel Air, MD
David Walls – Waldorf, MD

Mississippi

Richard & Linda Walton – Madison, MS
Lanier Robison & Benton Smith – Oxford, MS

New Jersey

Jacquelyn Oxenford – Swedesboro, NJ

North Carolina

Michael Howard – Kernsville, NC
Barbara Davis – Shelby, NC

Ohio

Joe Carroll – Western Hills, OH

Pennsylvania

Christine Knightly – West Chester, PA
Frank & Victoria Piscioneri – Enola, PA
Pete Tummillo – Chester Springs, PA & Pottstown, PA
George & Donna Lenhart – Lancaster, PA
Amedeo Cianci - Blue Bell, PA
John Fecko - Harrisburg, PA
Mike Lattari & Dennis Schmidt – Lancaster, PA
Matt Fetick – Jennersville, PA
Thomas Furman – Newtown Square, PA

South Carolina

Brian Hammond – Sumter, SC
Louay Abouassali – Columbia, SC

Tennessee

Lanier Robison & Benton Smith – Collierville, TN
Todd Warren – Middle TN
Robert Allen – Knoxville, TN

Texas

Edmund Martinez - Houston, TX
Curtis Ransom – DeSoto, TX
Brett & Deborah Alvey – Humble, TX

Virginia

Great Scoops, Inc. – Fredericksburg, VA
Nilam Patel – Ashland, VA
JP Enterprises, LLC – Richmond, VA
Rachel Huff – Chesterfield, VA
Frank & Suzanne Guilfoyle – Charlottesville, VA
Aaron & Deanna Banks, Titus & Deborah Simmons – Manassas, VA

West Virginia

Donna Crompton – Huntington, WV

The names, addresses and telephone numbers of our franchisees are listed in Exhibit G.

The names, last known addresses and telephone numbers of every franchisee who has had a franchise terminated, canceled, or not renewed by us in fiscal year ending December 31, 2011, or who otherwise voluntarily or involuntarily ceased to do business under their franchise agreement in such year, or who have not communicated with us within 10 weeks before the date of this Disclosure Document, are listed in Exhibit G.

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

ITEM 21
FINANCIAL STATEMENTS

A copy of Bruster's audited financial statements audited by an independent certified accountant, licensed by the Pennsylvania Board of Accountancy, using United States generally accepted auditing standards and presented in accordance with United State generally accepted accounting principles dated as of December 31, 2011, December 31, 2010 and December 31, 2009 are attached as Exhibit D.

ITEM 22
CONTRACTS

A copy of Franchise Agreement is attached as Exhibit C. A copy of a License Agreement with Nathan's Famous Systems, Inc. is attached as Exhibit 6 to the Franchisee Agreement, a copy of the Satellite Agreement is attached as Exhibit 3 to the Franchise Agreement, a copy of the general release for renewal is attached as Exhibit 4 to the Franchise Agreement, a copy of the general release for transfer of the Franchise Agreement is attached as Exhibit 8 to the Franchise Agreement, and a copy of the general release for termination is attached as Exhibit 9 to the Franchise Agreement.

ITEM 23
RECEIPTS

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

EXHIBIT A

STATE ADMINISTRATORS/AGENT FOR SERVICE OF PROCESS

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

California Los Angeles: Suite 600 3700 Wilshire Boulevard Los Angeles, CA 90010 (213) 736-2741	**Connecticut** Office of the Banking Commissioner Securities and Business Investments Division 44 Capitol Street Hartford, CT 06106 203-566-4560
Sacramento: 1115 Eleventh Street. Sacramento, CA 95814 (916) 445-7205	**Florida** Division of Consumer Services Attn: Business Opportunities Florida Department of Agriculture and Consumer Affairs Mayo Building Tallahassee, FL 32399-0800 904-922-2770
San Diego: 1350 Front Street San Diego, CA 92101 (619) 252-4044	**Georgia** Office of the Governor Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level - East Tower Atlanta, GA 30334 404-656-4731
San Francisco: 1390 Market Street San Francisco, CA 94102 (415) 557-3787	**Hawaii** Securities Examiner 1010 Richards Street Honolulu, Hawaii 96813 (808) 586-2722
Illinois Franchise Division Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**Indiana** Indiana Securities Commissioner Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681

Iowa Securities Division Lucas State Office Building Des Moines, IA 50319 515-281-4441	**Kentucky** Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-1875
Louisiana Department of Justice Consumer Protection Office P.O. Box 94095 Baton Rouge, LA 70804-9095 504-925-4405	**Maine** Securities Division State House - Station 121 Augusta, ME 04333 207-582-8760
Maryland Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-7044	**Michigan** Franchise Administrator Consumer Protection Division Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 373-7177
Minnesota Franchise Examiner Minnesota Department of Commerce 85 7th Place East Suite 500 St. Paul, Minnesota 55101 (651) 296-4026	**Nebraska** Department of Banking and Finance Securities Bureau P.O. Box 95006 Lincoln, NE 68509-5006 402-471-2171
New Hampshire Office of the Attorney General Consumer Protection and Antitrust Bureau 25 Capitol Street State House Annex Concord, NH 03301 603-271-3641	**New York** Bureau of Investor Protection and Securities New York State Department of Law 23rd Floor 120 Broadway New York, New York 10271 (212) 416-8211
Oklahoma Oklahoma Department of Securities The Journal Record Building 621 N. Robinson Street Suite 400 Oklahoma City, OK 73102 405-235-0230	**Oregon** Division of Finance and Corporate Securities Section* 21 Labor and Industries Building Salem, OR 97310 (503) 378-4387 *Only if service of process cannot otherwise be made on franchisor.

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

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

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

Bruster's, a Limited Partnership
c/o Bruster's Ice Cream, Inc.
730 Mulberry Street
Bridgewater, PA 15009
Attn: Bruce Reed, President

California Commissioner of Corporations Department of Corporations 3700 Wilshire Blvd., Sixth Floor Los Angeles, CA 90010	**Connecticut** Office of the Banking Commissioner Securities and Business Investments Division 44 Capitol Street Hartford, CT 06106
Delaware The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19899	**Florida** Division of Consumer Services Attn: Business Opportunities Department of Agriculture and Consumer Affairs Mayo Building Tallahassee, FL 32399-0800
Georgia Office of the Governor Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level - East Tower Atlanta, GA 30334	**Hawaii** Director of Department of Commerce and Consumer Affairs Business Registration Division 1010 Richards Street, Second Floor Honolulu, HI 96813
Illinois Christina M. Sanderson, Ass. Attorney General Franchise Division 500 South Second Street Springfield, IL 62706	**Indiana** Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
Iowa Insurance Commissioner of Iowa Securities Division Lucas State Office Building Des Moines, IA 50319	**Kentucky** Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-1875

Louisiana Attorney General of Louisiana Consumer Protection Office P.O. Box 94095 Baton Rouge, LA 70804-9095	**Maine** Securities Administrator Maine Securities Division State House - Station 121 Augusta, ME 04333
Maryland Maryland Securities Commissioner 200 Saint Paul Place Baltimore, Maryland 21202-2020	**Michigan** Michigan Department of Commerce Corporations and Securities Bureau Attn: Franchise 525 West Ottawa, 670 Law Building Lansing, MI 48913
Minnesota Commissioner of Commerce 85 7th Place East Suite 500 St. Paul, Minnesota 55101	**Nebraska** Department of Banking and Finance Securities Bureau P. O. Box 95006 Lincoln, NE 68509-5006
New Hampshire Office of the Attorney General Consumer Protection and Antitrust Bureau 25 Capitol Street State House Annex Concord, NH 03301	**New York** Secretary of State of the State of New York 41 State Street Albany, New York 11231
North Dakota Franchise Examiner Office of Securities Commissioner Fifth Floor East Boulevard Bismarck, North Dakota 58505	**Oklahoma** Oklahoma Department of Securities The Journal Record Building 621 N. Robinson Street Suite400 Oklahoma City, OK 73102
Oregon Division of Finance and Corporate Securities Section 21 Labor and Industries Building Salem, OR 97310	**Rhode Island** Director of Business Regulation Securities Division, Franchise Section 233 Richmond St., Suite 232 Providence, Rhode Island 02903-4232
South Carolina Secretary of State Capitol Complex, Brown Building 1205 Pendleton Street, Room 510 Columbia, SC 29210	**South Dakota** South Dakota Division of Securities Department of Commerce & Regulation 118 W. Capitol Avenue Pierre, SD 57501-2017

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

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EXHIBIT C

FRANCHISE AGREEMENT

BRUSTER'S

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

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

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

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

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

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

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

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

1. **DEFINITIONS**

1.1 Design Package

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

1.2 General Manager.

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

1.3 Marks.

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

1.4 Net Sales.

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

1.5 Premises.

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

1.6 System.

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

1.7 Territory.

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

1.8 Unit, Master Unit and Satellite Unit.

The term "Unit" shall mean an ice cream shoppe, which is owned and operated by Franchisee under the terms of this Agreement, which shall be located within the Area, as designated on Exhibit 2. Unless otherwise specified, the term "Unit" as used herein shall apply to both Master Unit(s) and Satellite Unit(s). A Master Unit shall be fully equipped to be a self-sufficient ice cream shoppe. A Satellite Unit shall be equipped and operated in a manner identical to a Master Unit, except a Satellite Unit shall not be permitted to be equipped with an ice cream batch freezer. A Satellite Unit shall only be licensed to a Franchisee owning and operating an existing Master Unit, with such Satellite Unit license being granted at Bruster's sole discretion pursuant to the Satellite Unit Agreement, a copy of which is attached as Exhibit 3. In the event this Franchise Agreement is terminated for any reason, the license to operate a Satellite Unit shall terminate concurrently.

2. **GRANT OF FRANCHISE AND EXCLUSIVE TERRITORY**

2.1 Grant of Franchise.

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

2.2 Exclusive Territory.

Franchisee hereby acknowledges that there is no Exclusive Territory except for Franchisee's Unit location. Geographically, Bruster's will not build another Unit or allow anyone else to build a Bruster's Unit, or grant a license to any existing food service establishment to sell Bruster's products, within a certain designated area. The minimum area would be a three-mile radius of your store location or a residential population density of 35,000 people, whichever is smaller. The maximum area would be a six-mile radius of your store location or a residential population density of 75,000 people, whichever is smaller. However, if Franchisee's Unit is located in an urban environment or in a location that has significant foot traffic, including in stadiums, arenas, and airports, Bruster's retains the right to determine that there is no protected radius surrounding the Unit. Bruster's may offer fundraising coupons for sale through Franchisees and such coupons may be sold through other Franchisees within this radius.

3. **TERM AND RENEWAL**

3.1 Term.

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

3.2 Renewal of License.

The license to use the System and the Marks may be renewed for two additional periods of ten (10) years upon compliance with the terms and conditions set forth in Section 3.3 hereof, unless either Franchisor or Franchisee shall give written notice to the other not less than one hundred eighty (180) days prior to the scheduled expiration of the then current term of such party's desire not to renew this Agreement.

3.3 Conditions to Renewal.

As a condition to renewal, Franchisee shall be required to enter into Franchisor's then current form of Franchise Agreement which may contain provisions which differ materially from this Agreement, including but not limited to a higher royalty fee and/or advertising fee. In addition, Franchisor shall have the right to require as a condition of renewal that Franchisee remodel, redecorate, re-sign, refixture, and/or otherwise refurbish the Unit, including the grounds, to the extent and in the manner specified by Franchisor to bring it up to the standards required of new units being franchised by Franchisor under the then current form of Franchise Agreement. Franchisor agrees to notify Franchisee of such requirements and the time within which they are to be accomplished at the time Franchisor provides Franchisee with a copy of the Franchise Agreement to be used for the renewal term. No initial franchise fee will be charged upon renewal. As a further condition to renewal, Franchisee shall not be in breach of any provision of this Agreement. Additionally, as a condition to renewal, Franchisor and Franchisee shall execute mutual general releases, in a form substantially similar to that attached as Exhibit 4, wherein Franchisee releases Franchisor of any and all claims Franchisee has or may have against Franchisor and its affiliates, officers, directors, employees and agents and Franchisor releases Franchisee of any and all claims Franchisor has or may have against Franchisee, its affiliates, officers, directors, employees and agents. Failure by Franchisee to sign such agreement and releases within thirty (30) days after delivery thereof to Franchisee shall be deemed an election by Franchisee not to renew this Agreement and the franchise rights granted pursuant to a renewal under this Agreement.

4. FRANCHISOR'S OBLIGATIONS

4.1 Initial Training.

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

4.2 To Do List.

Franchisor will provide a To Do List to Franchisee upon the purchase or lease of the Premises, which has been approved by Franchisor for the location of a Unit. Franchisee will strictly comply with procedures outlined in the To Do List. Franchisor may from time to time change, delete from, and/or add to the content of the To Do List and deliver notice of such modifications to Franchisee.

4.3 Operations Manual.

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

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

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

4.4 Management Advice.

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

4.5 System Advice.

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

4.6 Design Package.

Franchisor shall provide to Franchisee at no additional charge the Design Package for free-standing Master Units which shall consist of a rendering of a typical free-standing, pre-fabricated unit designed to operate under the Marks and using the System, including graphics, interior and exterior layout, equipment and fixtures. The Design Package establishes a uniform appearance on all Units for the mutual benefit of Franchisee and other franchisees. Franchisee shall then be responsible to obtain and pay all costs in connection with a customized package of design specifically applicable to the Unit. Should a Franchisee opt to have a building constructed instead of using a pre-fabricated unit, Franchisee shall provide complete drawings, plan and specifications to Franchisor at Franchisee's expense. Franchisee's complete drawings, plan and specifications will become the proprietary property of Bruster's, A Limited Partnership. However, if Franchisee's Unit is an In-Line Unit, Franchisor will not provide a Design Package. Franchisee must hire architects and engineers to design the Unit to conform to the uniform appearance required by Franchisor. Architectural and engineering plans must first be approved by Franchisor to insure that the design meets Franchisor's criteria.

4.7 Special Programs.

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

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

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

4.9 Lease.

Franchisor will review the proposed lease for purposes of determining that its terms and conditions are sufficient to protect the interests of the Franchisor. The term of the lease, including renewal options, must be for at least the initial term of this Agreement. The lease shall include a provision substantially in the form attached hereto as Exhibit 5. In the event that Franchisor agrees in its sole discretion to lease the Premises and then sublease the Premises to Franchisee, Franchisee acknowledges that it shall continue to be primarily responsible for fully complying with all obligations under such lease existing between Franchisor and the landlord, including the payment of rent and all other costs and expenses incident thereto.

4.10 Site Selection.

Franchisee must select a site for the Master Unit within one hundred eighty (180) days of the date of execution of this Agreement. Franchisor must approve or disapprove the site selected by Franchisee for the Master Unit, which approval shall be in the sole discretion of Franchisor, within thirty (30) days of its submission in writing to Franchisor. If Franchisor does not approve of the site selected by Franchisee, Franchisee must select a different site within one hundred eighty (180) days of Franchisor's disapproval of the previous site, with Franchisor having thirty (30) days to approve or disapprove of the second site selected. This process shall continue until Franchisee has selected a site, which is approved by Franchisor. Franchisor shall be reasonably available to advise Franchisee on locations proposed by Franchisee for any Unit. Factors to consider in evaluating a particular location are population density, the amount of vehicular and foot traffic, square footage, competition within the area, the amount of rent, the availability of free parking, and ingress and egress to a street. Franchisee may request that Bruster's approve a site for a Satellite Unit 180 days after Franchisee opens the Master Unit and thereafter at any time during the Term of this Agreement. Approval of such request, and the grant of a license to operate a Satellite Unit, shall be at the sole discretion of Bruster's.

5. FRANCHISE FEES AND OTHER FEES

5.1 New Franchise Services.

With respect to a Master Unit, Franchisor agrees to provide Franchisee a package of New Franchise Services that include (1) assisting with site selection, (2) assisting with the selection of an engineer for construction, (3) reviewing/approving engineers' drawings, (4) assisting with contractor selection, (5) assisting with business plan/financing, (6) managing projects, (7) employee training, and (8) assistance with new store opening. In consideration for these services, Franchisee agrees to pay to Franchisor a nonrefundable New Franchise Services fee of Thirty Thousand Dollars ($30,000), Ten Thousand Dollars ($10,000) of which is payable upon the signing of this Agreement. The balance of Twenty Thousand Dollars ($20,000) is due within 21 days of the signing of the Agreement. If the $20,000 is not paid within 21 days after the signing of this Agreement, Franchisor retains the right to terminate the Agreement and retain the $10,000.

Upon the Franchisor's approval of the Franchisee's request for permission to open a Satellite Unit and execution by both parties of the Satellite Agreement, Franchisor agrees to provide Franchisee a package of Satellite Franchise Services that include (1) assisting with site selection, (2) assisting with the selection of an engineer for construction, (3) reviewing/approving engineers' drawings, (4) assisting with contractor selection, (5) assisting with business plan/financing, (6) managing projects, (7) employee training, and (8) assistance with new store opening. In consideration for these services, Franchisee agrees to pay Franchisor a nonrefundable Satellite Franchise Services fee of Seventeen Thousand Five Hundred Dollars ($17,500), payable upon Bruster's approval of Franchisor's request for such license and approval of Franchisee's proposed Satellite Unit location.

5.2 Royalty Fee.

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

5.3 Advertising Fee.

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

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

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

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

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

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

5.4 Late Payment.

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

5.5 Additional Fees.

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

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

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

5.6 Non-Refundable.

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

5.7 Financing

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

6. CONSTRUCTION OF THE UNIT; MAINTENANCE AND REPAIR

6.1 Design.

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

6.2 Commencement of Construction.

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

6.3 Signs.

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

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

6.4 Franchisee's Responsibilities.

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

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

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

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

6.5 Prompt Payment.

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

6.6 Remodeling; Alteration.

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

6.7 Maintenance and Repair.

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

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

7. TRAINING

7.1 Initial Training.

All training of Franchisee and/or its personnel prior to the opening of the Master Unit shall be performed by Franchisor or representatives of Franchisor (trainers listed in Disclosure Document). Two people that will be working full time at the Unit (one of which may be a Franchisee) shall attend and complete to Franchisor's satisfaction an initial ten (10) day training program. Upon completion of such program, the trained staff members shall each be qualified by Franchisor as an "Ice Cream Maker." Eight (8) to twenty-five (25) other members of Franchisee's staff shall also attend and complete to Franchisor's satisfaction training in the store in which they will be employed. This training will be supplied by Franchisee's trained managers, or at Franchisor's option, by Franchisor. These trained managers and/or Franchisee will be present and working during the opening of Franchisee's store. At Franchisor's option, any other General Manager subsequently employed by Franchisee shall attend and complete to Franchisor's satisfaction the initial training program for General Managers. The General Manager and other employees of Franchisee shall also attend such refresher courses, seminars and other training programs as Franchisor may require from time to time. All training programs shall be at such times and places as may be designated by Franchisor. Franchisee shall be responsible for any and all other expenses incurred by its employees in connection with any training program, including, without limitation, the cost of training non-management employees, and retraining (refresher courses), transportation, lodging, meals and wages of all employees, management and non-management.

7.2 Training After Opening of Unit.

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

8. OPERATION OF THE UNIT

8.1 Franchisee's Performance.

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

8.2 Hours of Operation.

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

8.3 Cleanliness.

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

8.4 Ice Cream and Yogurt Preparation.

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

8.5 Compliance with Lease.

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

8.6 Discharge of Debts and Compliance with the Laws.

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

8.7 Inspections; Photographs.

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

8.8 Franchisee's Goods and Services.

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

8.9 Additional Goods and Services.

Franchisee may from time to time apply to Franchisor for permission to add to the list of optional goods and services for an ice cream, yogurt or other food product, beverage or service not then being offered by Franchisor and for which Franchisor does not then have standards and specifications. Franchisor may, on such conditions as it deems advisable and in its sole discretion, grant or deny such request. Franchisor, in its sole discretion, may revoke such permission at any time. In the event such permission is revoked, Franchisor shall bear no liability to Franchisee for any expense or damage incurred by Franchisee pursuant to the initial grant of such permission.

Franchisee may, from time to time, apply to Franchisor for permission to sell Bruster's ice cream, yogurt, or other food products off the Premises. Franchisor may, on such conditions as it deems advisable and in its sole discretion, grant or deny such request. Franchisor, in its sole discretion, may revoke such permission at any time. In the event such permission is revoked, Franchisor shall bear no liability to Franchisee for any expense or damage incurred by Franchisee pursuant to the initial grant of such permission.

In addition, upon the consent of Franchisor, Franchisee may be entitled to enter into a license agreement with Nathan's Famous Systems, Inc. ("Nathan's") to operate a menu line extension for the existing food service establishment of Franchisor by offering Nathan's hot dogs, chicken tenders, french fries, and lemonade. A copy of the License Agreement by and among Nathan's, you, and consented to by Franchisor is attached as Exhibit 6 to this Agreement.

8.10 Opening.

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

8.11 Identification of Units.

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

8.12 Use of Unit.

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

8.13 Vending Machines

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

8.14 Management of Unit.

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

8.15 Personal Participation.

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

8.16 Standards of Service; Reputation

Franchisee shall at all times give prompt, courteous and efficient service to its customers. The Unit shall, in all dealings with its customers, suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee acknowledges the importance to the System and to the Marks of Franchisee's maintaining a reputation of good moral character and, for that reason, Franchisee agrees not to engage in conduct which is offensive to decency, morality, or social proprieties and which, in the reasonable determination of Franchisor, is likely to have an adverse effect upon the System. Franchisee further agrees not to become involved in any situation which degrades Franchisee in society or subjects either Franchisee, Franchisor, or the System to public disrepute, contempt or scandal in a manner which, in the sole determination of Franchisor, is likely to have an adverse effect upon the System.

8.17 Use of Marks.

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

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

If consented to by Franchisor, Franchisee may be entitled to enter into a License Agreement between Nathan's Famous Systems, Inc. and Franchisee, which includes the use of and protection afforded to the Nathan's trademark as set forth in said License Agreement.

8.18 Local Advertising.

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

8.19 Refurbishing.

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

8.20 No Sales Off Premises.

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

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

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

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

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

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

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

9. REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

9.1 Accurate Information.

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

9.2 No Representations Omitted From Agreement.

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

9.3 Full Power and Authority.

Franchisee warrants to Franchisor that Franchisee has full power and authority to enter into this Agreement and, if Franchisee is a partnership or a corporation, that it has been duly organized, is validly existing and in good standing in the jurisdiction in which it was formed. If Franchisee is a partnership or a corporation, it warrants that it has complied with all requirements necessary to do business and is currently authorized to do business in the jurisdiction in which the Unit is located.

10. REPORTS TO THE FRANCHISOR

10.1 Maintenance of Books and Records.

Franchisee agrees to keep and maintain accurate books, records, accounts, tax returns and all related back-up material in connection with the operation of the franchised business.

Franchisee shall only use cash registers approved by Franchisor, currently the Uniwell 915, on which all sales shall be entered when received, and which cash registers shall automatically accumulate sales and have a "locked-in" grand total feature on which all sales shall be registered.

10.2 Retention of Records.

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

10.3 Inspection of Books and Records.

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

10.4 Reporting.

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

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

(b) A monthly sales report signed and certified by Franchisee or a responsible officer or partner thereof to be true and correct, in accordance with the format for such report set forth in the Operations Manual, showing the sales figures for such month that includes, as a separate item, any outside sales that may have occurred during the month.

(c) A copy of the "Z" tape generated from the cash register system, which documents sales for the month in accordance with the format for such report set forth in the Operations Manual.

(d) A monthly inventory of the number of cases of ice cream mix on hand. The weekly reports shall be faxed or emailed to the Franchisor so as to be received no later than the first day of the succeeding week. The monthly reports shall be mailed or delivered to Franchisor so as to be received no later than the 5^{th} day of the succeeding month. Monthly reports not received by this date are subject to late fees as set forth in Section 5.5 of this Agreement.

(e) The annual financial statements for Franchisee, as prepared by the Franchisee's regularly engaged certified public accountants in accordance with generally accepted accounting principles consistently applied. These financial statements shall be mailed or delivered to Franchisor so as to be received no later than four months after the end of each of Franchisee's fiscal years.

11. **INSURANCE**

11.1 Maintenance of Insurance.

Franchisee shall maintain such insurance coverage against such risks and in such amounts as would be customarily acquired by a prudent business person conducting a business similar to that conducted on the Premises and off Premises, if consented to by Franchisor. Such insurance shall include at a minimum the following types of coverage:

(a) Comprehensive general liability insurance on an occurrence basis underwritten by reputable insurance carrier, approved by Franchisor, covering the following risks in no less than the following amounts, subject to reasonable increases after five (5) years of the term of this Agreement as Franchisor may determine in its sole discretion based upon inflation or experience with claims asserted against other units:

POLICY LEVEL COMMERCIAL GENERAL LIABILITY COVERAGES

COVERAGE DESCRIPTION	Limit if Liability:
General Aggregate	$2,000,000
Products and Completed Operations Aggregate	$2,000,000
Each Occurrence	$1,000,000
Personal Injury and Advertising Injury	$1,000,000
Medical Expenses	$5,000
Broad Form Property Damage Liability	Included

(b) Business interruption insurance;

(c) Property damage insurance covering the building and improvements of the Unit, in an amount sufficient to cover the replacement cost of buildings and improvements of the Unit, if owned by Franchisee or leased to Franchisee under the lease for the Premises if the terms thereof require that Franchisee provide such insurance;

(d) Vandalism, general hazards and malicious mischief insurance, in an amount sufficient to cover the full value of all improvements, furniture, fixtures and inventory of the Unit at any time;

(e) Fire and extended coverage insurance in an amount equal to at least ninety percent (90%) of the replacement cost of the Premises; and

(f) Such other insurance as may be required by law or required under the lease for the Premises, including employee liability insurance and workmen's compensation insurance.

11.2 Manner of Insurance Coverage.

All insurance coverage required by this Agreement shall:

(a) Be at the expense of Franchisee;

(b) Be for the benefit of Franchisee and Franchisor, to which end Franchisor shall be named as Additional Insured;

(c) Be placed with insurance carriers satisfactory to Franchisor;

(d) Not be subject to cancellation or any material change except after at least thirty (30) days written notice to Franchisor; and

(e) Include a Waiver of Subrogation in favor of Franchisor.

11.3 Evidence of Compliance.

Prior to opening the Unit and annually thereafter, Franchisee shall furnish to Franchisor suitable evidence that the requirements of this Section 11 have been met and that the insurance premiums have been paid, including a certificate of insurance or of renewal and, upon the request of Franchisor, copies of all such insurance policies. If Franchisee fails to comply with the above insurance requirements, Franchisor may, at its option, obtain such insurance and Franchisee shall pay upon demand the cost thereof.

12. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

12.1 Independent Contractors.

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

12.2 Indemnification.

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

13. PROTECTION OF TRADEMARKS AND SYSTEM

13.1 Ownership of Trademarks and System.

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

13.2 Notice of Infringements and Claims.

In the event of any claim of infringement or challenge to Franchisee's use of the Marks or the System by anyone other than Franchisor, Franchisee shall immediately notify Franchisor in writing of the facts of such claim or challenge. Franchisor agrees to defend Franchisee against any claim or challenge (other than claims or challenges by Franchisor) arising out of Franchisee's use of the Marks or the System hereunder. If deemed necessary by Franchisor, Franchisee will be required to use a new mark or marks chosen by Franchisor so as to avoid any claim of infringement. However, the foregoing obligations of Franchisor to defend Franchisee shall exist only if Franchisee has used the name or mark which is the subject of the controversy in strict accordance with the provisions of this Agreement and the rules, regulations, procedures, requirements and instructions of Franchisor and has notified Franchisor of the claim or challenge as previously set forth. Any actions taken, whether by Franchisee, Franchisor or otherwise, to protect the Marks or the System shall be at the sole discretion and control of Franchisor, and Franchisor shall have the sole right to control any legal actions or proceedings in connection therewith. Franchisee shall cooperate fully with Franchisor in the prosecution or defense of any such claim or challenge.

13.3 Confidentiality.

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

13.4 Employee Agreements.

Franchisee shall require all of its personnel performing managerial, executive or supervisory functions, as well as all of its Ice Cream Makers, to execute and deliver both to Franchisee and Franchisor the form of Employees' Non-Disclosure and Non-Competition Agreement attached hereto as Exhibit 7.

14. TRANSFER OF THE FRANCHISE AND RIGHT OF FIRST REFUSAL

14.1 Transfer of the Franchise.

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

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

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

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

(c) Except to the extent limited or prohibited by applicable law, Franchisor and Franchisee shall execute mutual general releases, in form in a form substantially similar to that attached as Exhibit 8, wherein Franchisee releases Franchisor of any and all claims Franchisee has or may have against Franchisor and its affiliates, officers, directors, employees and agents and Franchisor releases Franchisee of any and all claims Franchisor has or may have against Franchisee, its affiliates, officers, directors, employees and agents.

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

(e) The proposed transferee (including all shareholders or partners thereof) jointly and severally execute the form of Franchise Agreement then being used by Franchisor and any other documents reasonably requested by Franchisor; provided however that the term of the transferee's Franchise Agreement shall be for the unexpired term of this Agreement and subject to any remaining renewal period, or at Franchisor's sole option, for the term set forth in the form of Franchise Agreement as signed by proposed transferee;

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

(g) The transferee pays to Franchisor a transfer fee of Fifteen Thousand Dollars ($15,000) for the supervisory, administrative, legal, accounting, training or other expenses incurred by Franchisor in connection with the transfer;

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

(i) Prior to the transfer, the proposed transferee and such other individual as is proposed to be the general manager of the Unit under such transferee's ownership shall complete the training program then in effect for new franchisees, and such general manager executes the Employees' Non-Disclosure and Non-Competition Agreement attached as Exhibit 7;

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

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

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

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

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

14.2 Franchisor's Right of First Refusal.

Franchisee shall not sell, transfer or assign the Unit, the Premises, or this Agreement or any interest therein unless Franchisee has arranged a bona fide sale, subject to Franchisor's right of first refusal hereunder, to a proposed purchaser (the "Purchaser") and has given written notice (the "Sale Notice") to Franchisor of Franchisee's intention to sell, specifying the name of the Purchaser, the purchase price, and the terms and conditions of sale as evidenced by a written offer from the Purchaser, a copy of which shall be delivered to Franchisor. Franchisor shall have the first right to purchase the Unit, the Premises, or this Agreement or any interest therein on the terms and conditions specified in the Sale Notice, except that Franchisor may (a) pay in cash the value of any non-monetary consideration and (b) substitute cash for any form of payment proposed in the Sale Notice. Such right shall be exercisable by Franchisor at any time within forty-five (45) days after receipt by Franchisor of the Sale Notice by delivery of a written notice of exercise to Franchisee. If such right is exercised within such forty-five (45) day period, the purchase shall thereafter be closed and the purchase price paid at the offices of Franchisor within ninety (90) days after the giving of notice of exercise on a date specified in such notice. If such right is not exercised within such forty-five (45) day period, subject to Section 14.1 hereof, Franchisee may, at any time within sixty (60) days after expiration of such right, sell the Unit, the Premises, or this Agreement or any interest therein to the Purchaser at not less than the price and on terms and conditions of sale not more favorable to the Purchaser than those specified in the Sale Notice. If such sale is not consummated to that Purchaser within such sixty (60) day period, Franchisee shall not be entitled to effect any subsequent sale of the Unit, the Premises, or this Agreement or any interest therein without once again complying with the provisions of this Section 14.2.

14.3 Transfer on the Death of Franchisee.

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

15. COVENANTS NOT TO COMPETE

15.1 Covenant Not to Compete During Term.

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

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

15.2 Covenant Not to Compete Following Termination.

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

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

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

15.3 Covenant Not to Divert Business or Employ Employees.

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

15.4 Modification of Covenants Not to Compete.

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

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

(b) The employees' nondisclosure and noncompetition agreement attached hereto as Exhibit 7, which the Franchisee must require all of its personnel performing managerial, executive or supervisory functions, as well as all of its Ice Cream Makers to execute and direct to Franchisee and Franchisor, is in addition to and not a substitute for the covenants contained in this Section 15.

15.5 Survival of Covenants.

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

16. TERMINATION

16.1 Immediate Termination by Franchisor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.2 <u>Other Termination by Franchisor.</u>

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

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

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

(c) If Franchisee is more than (60) days past due in its obligations to suppliers and/or trade creditors in an amount exceeding Ten Thousand Dollars ($10,000); provided, however, that in the event Franchisee's failure to pay its suppliers and/or trade creditors is the result of a bona fide dispute with such supplier or trade creditor, notice of which has been given to Franchisor, and Franchisee, diligently and in good faith, is attempting to resolve such dispute, the amount of the disputed claim shall not be included in making the determination of the dollar limitation set forth above; or

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

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

16.3 <u>Cross Default</u>

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

16.4 <u>Franchisee's Right to Terminate.</u>

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

16.5 <u>Conditions to Termination.</u>

Except to the extent limited or prohibited by applicable law, Franchisor and Franchisee shall execute a release, in a form substantially similar to that attached as Exhibit 9, wherein Franchisee releases Franchisor of any and all claims Franchisee has or may have against Franchisor and its affiliates, officers, directors, employees and agents.

17. OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

17.1 Cease Operations.

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

17.2 Duty to Bring Account Current.

Franchisee shall bring all accounts with Franchisor, its landlord and its suppliers current within ten (10) days after the effective date of any termination or expiration of this Agreement.

17.3 Use of Identifying Material.

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

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

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

17.4 Cancellation of Fictitious Name Statements.

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

17.5 Notification of Identity.

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

17.6 Option to Purchase Assets.

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

17.7 Option to Assume Lease

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

17.8 Transfer of Telephone Numbers.

Within five (5) days after any termination or expiration of this Agreement, Franchisee shall, at Franchisee's sole expense, as Franchisor's option, transfer to Franchisor or its designee or cancel each telephone number and all classified and other directory listings for the Unit used by Franchisee in the operation of the Unit. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole rights to and interest in all telephone numbers and directory listings, website address and email address associated with the Marks and the System and authorizes Franchisor to direct the telephone company and all listing agencies to transfer same to Franchisor or its designee, or to cancel such numbers and listings, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of Franchisor in such telephone numbers and directory listings and website address and email address and its authority to direct their transfer or cancellation. Franchisee acknowledges that Franchisor will suffer irreparable harm if, upon termination or expiration of this Agreement, the telephone numbers and directory listings and website address and email address used by Franchisee are not transferred or canceled, as Franchisor's option, as set forth above. Franchisee hereby stipulates that Franchisor shall be entitled to specific performance of the foregoing obligations of Franchisee.

17.9 Right of Entry.

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

18. REMEDIES GENERALLY

18.1 Equitable Relief.

The restrictions applicable to Franchisee in this Agreement are necessary for the protection of Franchisor, the Marks and the System and other existing and future franchisees of Franchisor.

Franchisee agrees that a violation of the provisions to be performed by Franchisee under this Agreement will cause irreparable harm to Franchisor. Because of the impossibility of ascertaining the damage, Franchisee agrees that Franchisor shall be entitled to injunctive relief from any court of competent jurisdiction restraining further violation of the provisions of this Agreement.

18.2 Grant of Security Interest.

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

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

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

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

18.3 Rights Cumulative.

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

18.4 No Additional Obligations.

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

18.5 Survival of Provisions.

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

19. DISPUTE RESOLUTION

19.1 Venue, Jurisdiction and Attorney's Fees.

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

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

20. MISCELLANEOUS

20.1 Notices.

All notices required by this Agreement or related to it must be in writing and shall be deemed to have been given at the earlier of (a) when personally delivered to the addressee; (b) when an acknowledgment of receipt is signed by addressee or a duly authorized agent of addressee,

(c) one (1) day after sent via next day delivery by a nationally recognized carrier that guarantees next day deliver; or (d) two (2) calendar days after the deposit of such notice in the United States mail, when sent by registered or certified mail, postage prepaid, and properly addressed as set forth below:

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

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

20.2 Heirs, Successors and Assigns.

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

20.3 Waivers.

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

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

20.4 Time Limitation for Actions.

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

20.5 Severability.

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

20.6 Governing Law.

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

20.7 Counterparts.

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

20.8 Time of the Essence.

Time is of the essence with respect to this Agreement.

20.9 Corporate Authority.

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

20.10 Joint and Several Liability.

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

20.11 Guaranty.

If Franchisee is a corporation or partnership, shareholders or partners owning the controlling ownership interest and their spouses, or the partners and their spouses, as the case may be, shall sign the form of Guaranty attached hereto as Exhibit 10, thereby guarantying the full payment and performance of Franchisee's obligations hereunder to Franchisor. Franchisor reserves the right to require such persons and their successors in interest to execute such additional guarantees as Franchisor, in its sole discretion, shall require.

20.12 Entire Agreement.

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

20.13 Incorporation by Reference.

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

21. **DISCLAIMER**

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

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

MADE REPRESENTATIONS AS TO THE ACTUAL, AVERAGE, PROJECTED, OR FORECASTED SALES, PROFITS OR EARNINGS OF FRANCHISEES.

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

FRANCHISOR:	FRANCHISEE:
BRUSTER'S ICE CREAM, INC., General Partner	______________________________
By:__________________________ President	By:__________________________
	__________________________ (Name)
	__________________________ (Title)

EXHIBIT 1

MARKS

<u>**EXHIBIT 1**</u>

TRADEMARKS

BRUSTER'S®
real ice cream™

treat yourself.®

EXHIBIT 2

TERRITORY

TERRITORY

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

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

The location of the Unit will be:

EXHIBIT 3

SATELLITE UNIT AGREEMENT

SATELLITE UNIT AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of ______________, _______, by and between Bruster's, a Pennsylvania Limited Partnership hereinafter referred to as ("Franchisor"), and __________________________________, a ________________________ hereinafter referred to as ("Franchisee").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Franchise Agreement") in which Franchisee has obtained the right to operate a Bruster's Shoppe (the "Unit" or "Master Unit"), to utilize its trademarks and service marks and utilize the unique business format developed, owned and used by Franchisor for the purchasing, selling and merchandising of ice cream and yogurt; and

WHEREAS, Franchisee desires to establish and operate a satellite unit ("Satellite Unit") for the selling and merchandising of Bruster's ice cream and yogurt and Franchisor and Franchisee have agreed upon a location for the Satellite Unit, which address is set forth on Exhibit "A".

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

1. The preambles are incorporated herein by reference.

2. The terms and conditions of this Agreement are incorporated and made a part of the Franchise Agreement.

3. All capitalized terms used in this Agreement shall have the same meanings as set forth in the Franchise Agreement, unless otherwise provided herein.

4. Notwithstanding anything contained herein to the contrary, the term "Unit" shall apply to both the Master Unit and Satellite Unit. The Satellite Unit shall be equipped substantially similar to the Master Unit, with possible deviation in product mix, hours and seasonality. In no event, however, shall the Satellite Unit be equipped with ice cream batch freezers.

5. Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, a license to use the System and Marks at the Satellite Unit in compliance with the terms and conditions set forth in the Franchise Agreement.

6. Unless otherwise provided herein, all of the terms, conditions, and provisions of the Franchise Agreement applicable to the Satellite Unit, including, but not limited to defaults, transfers and renewals, shall govern this license. Accordingly, any breach of this Agreement shall constitute a breach of the Franchise Agreement. Additionally, if the term of the Franchise Agreement ends, including if the Franchise Agreement is terminated prior to the end of the term, for any reason, the license to operate the Satellite Unit shall terminate concurrently.

7. Notwithstanding the training requirements set forth in the Franchise Agreement, Franchisor retains the right, on a case by case basis, to adjust the amount of training necessary for the Satellite Unit.

8. Franchisee acknowledges that there is no Exclusive Territory for the Satellite Unit except for Franchisee's Satellite Unit location.

9. Franchisee agrees to pay Franchisor a non-refundable Satellite Franchise Services Fee of $17,500, payable upon execution of this Agreement. This fee shall be waived if this Agreement is executed by both parties on or before December 31, 2012.

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

FRANCHISOR:

BRUSTER'S ICE CREAM, INC.,
General Partner

By: ______________________________
President

FRANCHISEE:

____

By: ______________________________

____
(Name)

____
(Title)

EXHIBIT "A"

SATELLITE UNIT LOCATION

____

____

____

____

EXHIBIT 4

MUTUAL GENERAL RELEASE
(Renewal)

MUTUAL RELEASE AGREEMENT

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

BACKGROUND

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

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

AGREEMENT

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

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

2. Bruster's and Franchisee hereby acknowledge and agree that, except for the obligations set forth in this Agreement, from and after the Termination, neither Bruster's nor

Franchisee shall have any rights against or obligations to the other in respect of the Franchise Agreement.

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

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

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

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

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

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

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

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

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

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

Attest:

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

____
Kathy Ragozzino, Secretary

BY: ____________________________
Bruce Reed, President

[When Franchisee is legal entity use this signature line]

Attest:

Entity: ____________________________

____
, Secretary

BY: ____________________________
, President

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

By:

____
, Franchisee

____
, Franchisee

EXHIBIT 5

ADDENDUM TO LEASE AGREEMENT

ADDENDUM TO LEASE AGREEMENT

Lessor and Lessee further agree as follows:

In the event of the termination of the Franchise Agreement between Lessee and Bruster's LP ("Bruster's"), Bruster's may elect, at its sole and exclusive option, to assume Lessee's rights and obligations under this Lease Agreement. In the event Bruster's so elects, Lessee shall, without further consideration, transfer and assign to Bruster's any and all rights Lessee has in this Lease Agreement with respect to the leased premises, including, but not limited to the unexpired term and any renewal rights thereof, and Lessor hereby consents to such transfer and assignment. In the event Bruster's so elects, Bruster's shall so notify Lessee and Lessor in writing of such election within thirty (30) days after the termination or after the receipt of notice of termination.

In the event Bruster's does not elect to exercise this option, or in the event that Lessee fails to fulfill his/her/its obligations under such Franchise Agreement to make such modifications or alteration to the premises as may be necessary upon termination of such Franchise Agreement to distinguish the appearance of the Premises from that of ice cream shoppes operating under the Bruster's System, together with such other specific additional changes thereto as Bruster's may reasonably request for that purpose, Bruster's shall have the right to enter upon the Premises without being guilty of trespass or any other tort or breach, for the purpose of making or causing to be made such changes as may be required.

The parties hereto recognize that Bruster's LP is a third party beneficiary under this Lease Agreement and, as such, is entitled to the rights set forth in this Addendum for the protection of its interests.

____________________________ ____________________________

Lessor Lessee

Dated: ________________________

EXHIBIT 6

LICENSE AGREEMENT WITH NATHAN'S FAMOUS SYSTEMS, INC.

NATHAN'S FAMOUS – FRANK & FRY LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is made the ___ day of _____, 201__ between Nathan's Famous Systems, Inc., with offices at 1400 Old Country Road, Westbury, New York 11590 ("**NFSI**") and ____________________________, with offices at ____________________________ ("**Operator**"), and consented to by Bruster's, a Pennsylvania Limited Partnership ("**Bruster's**").

*NFSI has developed a distinctive system for selling "Nathan's Famous" frankfurters, french fries, and other "Nathan's Famous" products ("**NF Products**") as a menu-line extension for an existing food service establishment. Operator is the owner and operator of the food service establishment described in Exhibit A annexed hereto and incorporated herein (such establishment being referred to in this Agreement as the "**Approved Location**"). Operator seeks the right to offer and sell NF Products at the Approved Location using the Trademarks (as defined below), in accordance with the program developed by NFS for this purpose (the "**Frank & Fry Operation**"). This Agreement establishes the terms and conditions under which Operator may use NFSI's trademarks and service marks (for example "Nathan's Famous Since 1916 and Design"), as designated by NFSI in writing, and which NFSI may periodically change (the "**Trademarks**") in conjunction with the establishment and operation of the Frank & Fry Operation.*

LICENSE.

NFSI grants to Operator a non-exclusive, non-transferable license (and Operator accepts the obligation) to establish and operate a Frank & Fry Operation at the Approved Location, and to use the Trademarks to identify the fact that Operator is selling NF Products at the Approved Location, all according to the terms and conditions of this Agreement.

b. Operator agrees, upon the terms and conditions herein contained, to establish and operate the Frank & Fry Operation at the Approved Location and only at the Approved Location. Operator shall not relocate the Frank & Fry Operation without NFSI's and Bruster's prior written consent. NFSI and Operator acknowledge that Bruster's is providing consideration by consenting in writing to NFSI and Operator entering into this Agreement. Without Bruster's further consent, the parties agree that: (i) during the term of the separate Bruster's franchise agreement between Bruster's and Operator concerning the Approved Location (the "Bruster's Agreement"), the only manner in which Operator shall be permitted to sell NF Products at the Approved Location shall be as part of the Frank & Fry Operation as described herein; and (ii) for two (2) years following the expiration or earlier termination of the Bruster's Agreement, Operator shall not be permitted to sell NF Products at the Approved Location.

c. Operator expressly acknowledges that the grant of rights herein is non-exclusive, and that this Agreement does not grant or imply any protected and/or exclusive area or territory. Accordingly, NFSI retains the right to conduct any business at or from any location, notwithstanding the proximity of that business or business activity to the Approved Location. NFSI retains all rights, including, but not limited to: (i) the right to use, and to license others to use, the Trademarks for the operation of Frank & Fry Operations at any location; (ii) the right to sell, and to license others to sell, packaged and bulk NF Products through supermarkets, club stores and other grocery-type outlets at any location; (iii) the right to sell, and to license others to sell, packaged and bulk NF Products through all direct-to-consumer channels (including, but not limited to, through catalogs, mail order, toll free numbers for delivery, sales via television, Internet websites, and other forms of electronic commerce); (iv) the right to acquire and operate businesses of any kind and to grant the right to others to operate other businesses of any kind, no matter where located; and (v) the right to use and license the use of the Trademarks and other marks in connection with the operation of restaurants of any kind at any location, which restaurants and marks may be the same as, similar to, or different from the Frank & Fry Operation and Trademarks, on such terms and conditions as NFSI deems advisable, and without granting Operator any rights therein.

d. Operator shall only be permitted to offer and sell Products from the Approved Location to retail customers on a face-to-face basis, for consumption at the Approved Location or for personal carry-out consumption. Operator shall not engage in any other type of sale of, or offer to sell, or distribution of NF Products, including, but not limited to: (i) selling NF Products for catering at, or delivery to, customers homes, business or other locations (it being understood that NFSI shall not be prohibited in any manner from authorizing catering and/or delivery service from any "Nathan's Famous" or other restaurants or food service businesses); (ii) selling, distributing or otherwise providing any NF Products to third parties at wholesale, or for resale or distribution by any third party (including corporate and commercial food service operations); and (iii) selling, distributing or otherwise providing any NF Products through catalogs, mail order, toll free numbers, sales via television, the Internet or other electronic means.

e. Operator further understands that NFSI operates (or is affiliated with other companies that operate) other restaurants and food service and product franchises such as "Kenny Rogers Roasters," and "Arthur Treacher's" food concepts. This Agreement grants Operator no rights with respect to any such restaurant, franchise, or food or product concept operated or licensed by NFSI or its affiliates.

OPERATION AND QUALITY STANDARDS.

Operator agrees to establish and operate the Frank & Fry Operation contemplated under this Agreement, and to prepare and sell NF Products, in accordance with NFSI's standards, which NFSI shall provide to Operator (the "**Guidelines**").

Operator agrees to adhere to NFSI's operating standards, as established by NFSI from time to time (including, without limitation, such operating standards as relate to: (i) the specific products approved for sale by NFSI; (ii) condition and appearance of the Approved Location; (iii) distributors and suppliers; (iv) management and personnel; (v) menu; (vi) sales of products; and (vii) specifications, standards, and procedures for operations).

Operator agrees to buy NF Products only from NFSI or from a distributor that NFSI has authorized to sell NF Products to Operator.

In connection with introducing the sale of NF Products at the Approved Location, Operator agrees to purchase an equipment package and upgrade the premises of the Approved Location in accordance with the written requirements, standards, and instructions issued by NFSI.

e. Operator agrees to buy all of the equipment, ingredients, and other supplies to be used in preparation of NF Products at the Approved Location only from NFSI or from a vendor that NFSI has authorized to sell such equipment, ingredients, and supplies to Operator.

f. Operator understands and agrees that NFSI will derive income directly and indirectly from the sale of NF Products that Operator buys from NFSI, suppliers that NFSI may designate in writing, and/or distributors. Operator also understands and agrees that NFSI may receive rebates, license fees, payments, and other compensation from vendors, distributors, manufacturers, and other third parties, which amounts may be based upon the amount of Operator's purchases from such third parties, and which NFSI and its affiliates shall have the right to apply, as NFSI determines in its sole discretion, to brand R&D funds, advertising funds, compensation of NFSI and its affiliates for expenses that NFSI and its affiliates incur in connection with negotiating and maintaining relations with such third parties, or any corporate purposes NFSI deems appropriate.

PAYMENTS.

Upon the execution of this Agreement, Operator shall pay NFSI an initial fee in the amount of Seven Thousand Five Hundred Dollars ($7,500).

Operator shall pay all invoices for the NF Products it purchases for sale at the Approved Location in full amount not more than thirty (30) days after receipt of the applicable invoice. The specific NF Products approved for sale at the Approved Location and their pricing are as described in Exhibit B annexed hereto and incorporated herein. If any payment is overdue, Operator shall pay NFSI, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of one and one-half percent (1.5%) per month (but not more than the maximum rate permitted by law, if such a maximum applies). Entitlement to such interest shall be in addition to any other remedies NFSI may have

TRADEMARK USE. In connection with Operator's use of the Trademarks, the parties agree that:

An area of the Approved Location will be dedicated to the Frank & Fry Operation, including preparation, marketing and sale of NF Products, which such area shall be subject to NFSI's prior written approval. Operator shall identify such approved area of the Approved Location only by use of the Trademarks as designated by NFSI pursuant to this Agreement, and only in the form and manner that NFSI has designated or approved in writing.

Operator shall use the Trademarks only in conjunction with:

the offer and sale of NF Products (and not in conjunction with the offer or sale of any other product or service);

point-of-sale material to identify to the public that the NF Products offered for sale are "Nathan's Famous" products;

identifying to the public that Operator offers NF Products for sale at Operator's establishment; and/or

advertising, subject to Section 5 below (Operator also agrees not to use the Trademarks in any other way (for example on invoices, stationery, business cards, etc.)).

c. Operator understands and agrees that it shall make no use of the Trademarks that is not specifically authorized above or otherwise by NFSI in writing, and that any such use would be an infringement upon NFSI's rights. Among other things, Operator agrees that it shall not use the Trademarks or any part of them as the name of the business operated at the Approved Location, a corporate name, domain name, e-mail address, or otherwise. Operator also agrees that it shall not use or authorize any other party to use the Internet or any other electronic system to advertise the Frank & Fry Operation or the availability of the NF Products at the Approved Location.

d. Operator understands and agrees that NFSI exclusively owns all right, title, and interest in the Trademarks and the goodwill associated with them. Operator understands that Operator's use of the Trademarks will inure solely to NFSI's benefit, and Operator further agrees not to dispute or assist others in disputing directly or indirectly NFSI's right and title in the Trademarks. Operator agrees that it shall not attempt to register the Trademarks, or any variation of the Trademarks, with any government or other registry.

ADVERTISING.

Operator may advertise, promote, market, and otherwise use the Trademarks, and/or make reference to the Frank & Fry Operation and NF Products, but only with NFSI's prior written consent as to each such instance.

Operator agrees that any sign that Operator displays that uses the Trademarks and/or that makes reference to the Frank & Fry Operation and NF Products shall either be: (i) purchased from NFSI; or (ii) purchased from another vendor that NFSI has already approved in writing.

Operator shall not create, develop, or in any manner operate (nor authorize any other party to operate) a website, webpage, or other internet or electronic display using the Trademarks or otherwise making reference to NFSI, Frank & Fry Operation and/or NF Products.

INSURANCE. Operator shall, at all times, maintain insurance policies to cover the offer and sale of the NF Products, with the types and amounts of coverage as NFSI may reasonably designate from time to time. Operator shall name, and provide a Certificate of Insurance indicating NFSI and its affiliates, officers and directors as an additional named insured under said policy(ies).

TERM. This Agreement shall take effect when it has been signed by each of the parties and shall continue in effect until the earlier of: (a) the date that is ten (10) years following the date hereof; (b) termination as provided in Section 8 below; or (c) the expiration or earlier termination of the Bruster's

Agreement, whether renewed or otherwise. Operator shall have no contractual right, nor shall NFSI have any contractual obligation, to extend the term of this Agreement following its initial expiration. However, should the parties mutually determine to extend the term, NFSI shall require Operator to pay a fee equal to the greater of: (a) $3,750; or (b) fifty (50%) percent of the then-current initial fee due for new Frank & Fry Operations.

DEFAULT/TERMINATION.

a. Operator shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Operator, if: (i) Operator becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition in bankruptcy is filed by Operator or such a petition is filed against and not opposed by Operator; (iii) Operator is adjudicated a bankrupt or insolvent; (iv) or if a bill in equity or other proceeding for the appointment of a receiver of Operator or other custodian for Operator's business or assets is filed and consented to by Operator; (v) a receiver or other custodian (permanent or temporary) of Operator'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 any state or federal law should be instituted by or against Operator; (vi) a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); (vii) Operator is dissolved; or if execution is levied against Operator's business or property; or if suit to foreclose any lien or mortgage against the premises and/or equipment at any Approved Location is instituted against Operator and not dismissed within thirty (30) days; and/or (vii) the real or personal property of Operator shall be sold after levy thereupon by any sheriff, marshal, or constable.

b. Operator shall be deemed to be in default and NFSI may, at its option, terminate this Agreement and all rights granted hereunder, without affording Operator any opportunity to cure the default, effective immediately upon the delivery of written notice to Operator by NFSI, upon the occurrence of any of the following events: (i) if Operator fails to comply with Section 2(a) above within six (6) months of the date hereof; (ii) if Operator at any time ceases to operate or otherwise abandons the Frank & Fry Operation contemplated herein at the Approved Location, or loses the right to possession of the premises at the Approved Location, or otherwise forfeits the right to do or transact business in the jurisdiction where the Approved Location is located; (iii) if any sums owed by Operator hereunder are more than thirty (30) days past due; (iv) if Operator or any principal, officer, or director of Operator, is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that NFSI believes is reasonably likely to have an adverse effect on NFSI's restaurant system, branded products program, retail licensing program, Trademarks and/or the goodwill associated with any of the foregoing; (v) if a threat or danger to public health or safety results from the construction, maintenance, or operation of the Approved Location; (vi) if Operator fails to comply with the covenants in Sections 2(c) and 2(e) above; (vii) if Operator uses the Trademarks in connection with the sale or offer of any products which are not the NF Products approved for sale hereunder or if Operator otherwise misuses or makes any unauthorized use of the Trademarks or otherwise materially impairs the goodwill associated therewith or NFSI's rights therein; (viii) if Operator, after curing a default pursuant to this Section 8, commits the same default again within a thirty-six (36) month period of the previous default, whether or not cured after notice; or (ix) if Operator repeatedly is in default under this Section 8 for failure substantially to comply with any of the requirements imposed by this Agreement, whether or not cured after notice.

c. Except as provided in Sections 8(a) and (b) above, if Operator fails to comply with the terms and conditions of this Agreement, and/or the Guidelines, then NFSI shall have the right to terminate this Agreement but only by first giving written notice at least thirty (30) days in advance of the date of termination, and Operator shall have the right to cure the default to NFSI's reasonable satisfaction prior to the end of said thirty-day period.

d. If this Agreement expires or is terminated, then all rights granted to Operator under this Agreement shall immediately terminate, and:

Operator shall immediately and permanently stop using (and shall make no reference), in any manner whatsoever, the

Trademarks, the NF Products, any other "Nathan's Famous" mark, and any other NFSI marks;

Operator shall immediately and permanently stop the Frank & Fry Operation and cease offering NF Products for sale;

Operator shall not thereafter, directly or indirectly, represent that it has (or had) any affiliation with NFSI, the Frank & Fry Operation, the NF Products, or the Trademarks;

Operator shall immediately return to NFSI the Guidelines, which are acknowledged to be NFSI's property, and Operator shall neither make, keep nor permit any other party to make or keep a copy of the Guidelines; and

Operator shall immediately pay NFSI or its Distributor any and all sums then outstanding.

ASSIGNMENT. Operator shall not assign, pledge, sell, or in any manner assign (collectively, to "**Transfer**") its rights or obligations under this Agreement, nor permit the Transfer of any direct or indirect interest in Operator, without the prior written consent of NFSI. If NFSI approves any such Transfer, then among other conditions to its approval and the effectiveness of said Transfer, Operator shall pay NFSI a transfer fee of One Thousand One Hundred Twenty Five Dollars ($1,125), or fifteen (15%) percent of the then-applicable initial fee being charged to new Frank & Fry Operators, whichever is greater, as well as any and all sums then owed to NFSI and/or its distributors.

GENERAL PROVISIONS.

This document is the complete agreement between NFSI and Operator. The parties agree that they are not relying on anything other than the words of this Agreement in deciding to sign this Agreement.

The only way to amend this Agreement is in a writing, signed by all of the parties.

Operator acknowledges and agrees that neither NFSI nor any party purporting to represent NFSI have provided any information or representation as to the actual or potential sales volume that Operator may achieve (or that other Operators have achieved), nor has Operator received any other information from NFSI from which Operator could derive sales volume.

Operator shall indemnify and hold the Nathan's Parties (defined below) harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with, Operator's operation of the Frank & Fry Operation and at the Approved Location (including without limitation the offer of the NF Products), as well as the costs, including attorneys' fees, of defending against them. The term "**Nathan's Parties**" means NFSI and its owners and affiliates, and all of their respective past, present, and future officers, directors, employees, and agents.

e. Intentionally omitted.

f. The parties hereby warrant and represent to each other that there are no other agreements, court orders, or other legal obligations in effect that will or might prevent such party from negotiating, entering into, or carrying out its obligations, under this Agreement.

g. This Agreement takes effect upon its acceptance and execution by NFSI, and shall be interpreted and construed exclusively under the laws of the State of New York, which laws shall prevail if there is any conflict of law (without regard to, and without giving effect to, the application of New York choice of law rules).

h. The parties agree that any action brought by Operator against NFSI in any court, whether federal or state, shall be brought within such state and in the judicial district in which NFSI has its principal place of business. Any action brought by NFSI against Operator in any court, whether federal or state, may be brought within the state and judicial district in which NFSI has its principal place of business. The parties agree that this Section shall not be construed as preventing either party from removing an action from state to federal court. Operator hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action.

i. No right or remedy conferred upon or reserved to NFSI or Operator 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. Nothing herein contained shall bar NFSI'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.

j. **NFSI AND OPERATOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF OPERATOR AND NFSI, OR OPERATOR'S OPERATION OF THE BUSINESS CONTEMPLATED HEREIN, BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER, SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED.**

k. **NFSI AND OPERATOR HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND FURTHER AGREE THAT IF THERE IS A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES THAT IT HAS SUSTAINED.**

11. ACKNOWLEDGMENTS

a. Operator acknowledges that it has conducted an independent investigation of the business franchised hereunder, recognizes that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of Operator (and if a corporation or a partnership, its owners) as an independent businessperson(s), and agrees that: (i) NFSI expressly disclaims the making of any guarantee, express or implied, and operator acknowledges that it has not received or relied upon any representations of revenue, as to potential volume profits or success of the business venture contemplated by this Agreement, including any statement regarding the profits or existing franchised or company-owned restaurants; (ii) Operator has not received or relied upon any representations by NFSI or NFSI's officers, directors, employees or agents that are contrary to the statements contained in the terms of this Agreement or in the uniform franchise offering circular delivered to Operator prior to the execution of this Agreement; (iii) Operator warrants to NFSI that the signatory of this Agreement's execution, delivery and performance of this Agreement will not violate the terms and conditions of, and will not create a default under, any other contract or agreement to which Operator, any of Operator's shareholders or partners (if Operator is a corporation or partnership) or any member of his, her, its or their immediate families is subject to or is a party to such contract or agreement; and (iv) as an inducement to NFSI's entry into this Agreement, that operator has made no misrepresentation to NFSI or any of NFSI's representatives.

b. Operator acknowledges and agrees that: (i) Operator received the Agreement, the Exhibit(s) hereto, and agreements relating hereto, if any, with all of the blank lines therein filled in, at least five (5) business days prior to the date on which this Agreement was executed Operator; (ii) Operator received the uniform franchise offering circular required by the Federal Trade Commission Franchise Rule, 16 C.F.R. Part 436, at least ten (10) business days prior to the date on which this Agreement was executed; (iii) Operator has read and understands NFSI's uniform franchise offering circular; (iv) Operator acknowledges that it has read and understood this Agreement, the Exhibits, and agreements relating thereto, if any; and (v) Operator further acknowledges and agrees that NFSI has accorded Operator ample time and opportunity to consult with advisors of Operator's own choosing about the potential benefits and risks of entering into this Agreement.

c. Operator acknowledges that it shall have sole and complete responsibility for the choice of the Approved Location; that NFSI has not (and shall not be deemed to have, even by NFSI's approval of the site that is the Approved Location) given any representation, promise, or guarantee of Operator's success at the Approved Location; and that Operator shall be solely responsible for its own success at the Approved Location.

d. Although NFSI retains the right to establish and periodically modify system standards, which Operator has agreed to maintain in the operation of Frank & Fry Operation, Operator retains the right and sole responsibility for the day-to-day management and operation of the Frank & Fry Operation and the Approved Location, and the implementation and maintenance of system standards at the Frank & Fry Operation and the Approved Location.

e. Operator acknowledges and agrees that NFSI may modify the offer of its franchises to other operators in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from those in this Agreement.

f. Each party represents and warrants to the other that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (i) negotiating and entering into this Agreement; (ii) exercising its rights under this Agreement; and/or (iii) fulfilling its responsibilities under this Agreement.

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

Nathan's Famous Systems, Inc.

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________, 20__

____
Operator

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________, 20__

Address: ______________________________

____

____

Consented to:

Brusters, a Pennsylvania Limited Partnership

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________, 20__

EXHIBIT A

Approved Location

EXHIBIT B

NF Products/Pricing/Distribution

See attached.

EXHIBIT 7

EMPLOYEES' NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

EMPLOYEES' NONDISCLOSURE AND NONCOMPETITION AGREEMENT

THIS AGREEMENT is made as of the ______day of________________, _____, by and between____, a________________________ (hereinafter referred to as "Employer"), and _______________________________________, an individual residing at____("Employee"), and Bruster's, a Pennsylvania limited partnership ("Bruster's").

In consideration of Employee's employment by Employer, or if Employee is an existing employee, the bonus, promotion or raise Employee is receiving, the receipt and sufficiency of which Employee acknowledges, Employee, Employer and Bruster's, intending to be legally bound, hereby agree as follows:

1. Employee acknowledges that certain confidential, proprietary and trade secret information, materials and business concepts ("Proprietary Information") with respect to Bruster's and Employer's business will be disclosed to Employee to enable Employee to perform his or her employment duties. Employee further acknowledges that he or she will learn of and have access to the Proprietary Information in a variety of written and verbal forms, including but not limited to electronic and graphic media. Employee acknowledges that Bruster's has invested considerable money, time and other resources in the research, development and expansion of the Proprietary Information, and that the Proprietary Information is the main source of Bruster's and Employer's competitive advantage in the ice cream and yogurt business.

2. Employee acknowledges that the Proprietary Information includes but is not limited to the Operations Manual, business concepts, financial information, marketing plans, key suppliers, key sources, inventory concepts, accounting methods, operating methods, recipes, ice cream and yogurt making techniques, shoppe practices, customer information, pricing policies, strategic plans and all related intellectual property.

3. During the term of Employee's employment with Employer and at all times after termination of Employee's employment for any reason, Employee agrees (i) not to publish, copy, disclose, allow to be disclosed, or use for his or her own benefit or for the benefit of any other person, firm, corporation or entity, the Proprietary Information without the prior written consent of Bruster's, and (ii) to maintain strictly the confidentiality of the Proprietary Information at all times. Employee agrees to take all necessary precautions to protect the Proprietary Information from unauthorized disclosure or use. Employee acknowledges that unauthorized disclosure or use of the Proprietary Information will cause harm to Bruster's and Employer and that Bruster's or Employer will be entitled to an immediate injunction from a court of competent jurisdiction in addition to all other legal or equitable remedies.

4. In any judicial proceeding the parties agree that it will be presumed that the Proprietary Information constitutes protectable trade secrets and that Employee will bear the burden of proving that any portions of the Proprietary Information were publicly or rightfully known and disclosed by Employee.

5. During term of Employee's employment with Employer and for a period of three (3) years immediately following the termination of Employee's employment for any reason, Employee will not directly or indirectly:

(a) for himself, or on behalf of, or in conjunction with any person, partnership, association or corporation, own, maintain, engage in, participate in, be employed by, or have any interest in the operation of any enterprise which is located in the United States, which provides, produces, manufactures or in any manner markets ice cream, frozen yogurt and/or ice cream or yogurt products as a significant portion of its business;

(b) divert or attempt to divert any business or any customer of the Employer or Bruster's to any other competitive establishment;

(c) contact or do business with any supplier of Bruster's or Employer, for the purpose of buying ice cream, frozen yogurt and/or ice cream or yogurt products; or

(d) employ or seek to employ any person employed by Employer, any other franchisee of Bruster's, or any other person who is at the time employed by any other franchisee of Bruster's, or otherwise induce such person or persons to leave their employment.

6. Employee agrees that the geographic scope of the above covenant not-to-compete is reasonable and is required because Employer's and Bruster's business is consumer oriented. Employee agrees that his or her education enables Employee to obtain employment in many different areas of endeavor other than the ice cream and yogurt business and to work for different types of employers so it will not be necessary for Employee to violate the provisions of Section 5 in order to remain economically viable. The covenant on the part of Employee will be construed as an agreement independent of any other provision of this Agreement. The existence of any claim, dispute, or cause of action of Employee against Employer or Bruster's, whether predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by Employer of this covenant.

7. If Employee violates any of the provisions of Section 5, the periods described therein will be extended by that number of days equal to the aggregate number of days during which, at any time, Employee committed any such violation.

8. The covenants, provisions, and paragraphs of this Agreement will be severable, and in the event that any portion of this Agreement is held to be unlawful or unenforceable, the remaining terms and conditions or portions thereof will remain in full force and effect. This Agreement will be construed in such case as if the unlawful or unenforceable portion had never been contained in this Agreement. If any provision or part thereof is held to be unenforceable or invalid because of the duration thereof or the area covered thereby, all parties agree that the provision may be amended by an arbitration panel or a court of competent jurisdiction to reflect a reasonable geographic area and/or a reasonable period of duration and/or to delete specific words or phrases and in its amended form such provision shall be enforceable and valid.

9. The failure to object to any conduct or violation of any of the covenants made by Employee under this Agreement will not be deemed a waiver of any rights or remedies under this Agreement.

10. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions.

11. Employee agrees that all Proprietary Information, in whatever form, and all copies or imitations of the Proprietary Information, will be returned to Employer immediately upon termination of Employee's employment. Employee agrees to execute an affidavit as to the complete return of all Proprietary Information if Employer or Bruster's so requests.

12. Employee agrees that this Agreement has been made in ___________________, ___________________County, ___________________, and that it is fair and reasonable that any actions under this Agreement will be brought to arbitration in accordance with the then current rules for commercial disputes of the American Arbitration Association before an arbitrator selected in accordance with such rules. The arbitration shall take place in ________________________ County,______________________. If all parties do not agree to submit the matter to arbitration, then the parties agree that the venue of any legal action involving any dispute under this Agreement, shall be solely and exclusively in the federal or state courts situate in _____________________County, _____________________ and Employee submits to the jurisdiction of such courts and venue therein. If Employee refuses to submit to the jurisdiction of such courts and venue therein, Employer and/or Bruster's will have the right to bring an action under this Agreement in the courts of other jurisdictions. The parties hereby irrevocably waive trial by jury.

13. This Agreement constitutes the entire understanding between the parties as to the subject matter and supersedes all prior oral or written communications, proposals, representations, warranties, covenants, understandings or agreements between then relating thereto.

EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT, THAT HE OR SHE HAS BEEN GIVEN AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR, AND THAT EMPLOYEE IS VOLUNTARILY ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, Employee, Employer and Bruster's have executed this Agreement this as of the date first above written.

ATTEST/WITNESS:	[EMPLOYER]
________________________________	By:____________________________
WITNESS:	
________________________________	______________________________ [Employee]
	BRUSTER'S BY: BRUSTER'S ICE CREAM INC., General Partner
________________________________	By:____________________________

EXHIBIT 8

MUTUAL GENERAL RELEASE
(Transfer)

TRANSFER OF FRANCHISE AGREEMENT AND MUTUAL RELEASE

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

BACKGROUND

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

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

AGREEMENT

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

1. Bruster's consents to the transfer of the Franchise.

2. Franchisee shall cause the transferee of the Franchise to pay Bruster's a transfer fee of $15,000 simultaneously with the execution of this Agreement for the supervisory,

administrative, legal, accounting, training or other expenses incurred by Bruster's in connection with the transfer of the Franchise.

3. Subject to the terms and conditions contained in this Agreement, the Franchise Agreement and all rights and obligations between Bruster's and Franchisee arising from or related to the Franchise Agreement are terminated, effective as of the date of this Agreement.

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

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

6. Except for the obligations set forth in this Agreement and the exception set

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

6. Upon execution of this Agreement, Franchisee shall return to Bruster's or its designee any merchandising, sales or other materials utilized in Bruster's business which display any of the Bruster's trademarks or trade names or which were purchased from Bruster's or which are generally utilized by Bruster's and/or its franchisees in the Bruster's business, unless such

materials have been determined by Bruster's to be properly transferable to the new franchisee of the Franchise. Franchisee shall also turn over to Bruster's or its designee all copies of Bruster's Operating Manual, "To Do List" and other Bruster's business system information in its possession or under its control.

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

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

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

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

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

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

Pennsylvania pursuant to the forum selection provisions of the Franchise Agreement.

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

Attest:

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

____
Kathy Ragozzino, Secretary

BY: ____________________________
Bruce Reed, President

[when franchisee is legal entity use this signature line]

Attest:

Entity: ____________________________

____
, Secretary

BY: ____________________________
, President

[when franchisee is an individual use this signature line]

Witness:

____

____
[individual name]

EXHIBIT 9

MUTUAL GENERAL RELEASE
(Termination)

RELEASE AGREEMENT

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

BACKGROUND

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

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

AGREEMENT

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

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

2. Bruster's and Franchisee hereby acknowledge and agree that, except for the obligations set forth in this Agreement, from and after the Termination, neither Bruster's nor

Franchisee shall have any rights against or obligations to the other in respect of the Franchise Agreement.

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

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

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

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

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

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

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

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

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

Attest:
by

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

____
Kathy Ragozzino, Secretary

BY: ______________________________
Bruce Reed, President

[When Franchisee is legal entity use this signature line]

Attest:

Entity: ______________________________

______________________________, Secretary

BY: ______________________________, President

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

By:

______________________________, Franchisee

______________________________, Franchisee

EXHIBIT 10

UNCONDITIONAL PERSONAL GUARANTY OF CORPORATE OBLIGATIONS AND COVENANT NOT TO COMPETE

UNCONDITIONAL PERSONAL GUARANTY OF CORPORATE OBLIGATIONS AND COVENANT NOT TO COMPETE

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

Guarantor further agrees as follows:

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

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

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

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

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

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

7. Guarantor agrees to and acknowledges that he is bound by the covenants not to compete contained in Section 15 of the Agreement.

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

9. This Guaranty shall be enforceable by Franchisor, in accordance with the laws of the Commonwealth of Pennsylvania. Guarantor agrees that the venue of any legal action or arbitration involving this Guaranty or the Agreements or any transactions concerning it,

its inducement, or its execution, shall be solely and exclusively in Allegheny County, Pennsylvania, and Guarantor consents to jurisdiction in Pennsylvania and waives any objections thereto.

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

Intending to be legally bound, Guarantor has executed this Guaranty on the ______day of ____________________, ______.

[GUARANTOR]

____

[SPOUSE]

____

EXHIBIT 11

STATEMENT OF PROSPECTIVE FRANCHISEE

STATEMENT OF PROSPECTIVE FRANCHISEE

(Note: Dates and answers must be completed in the Prospective Franchisee's own handwriting.)

The date of my first face-to-face meeting with a Franchise Marketing Representative, Franchise Broker or any other person to discuss the possible purchase of a Franchise: _____________, 20__. Franchisee's Initials ______

The date on which I received a Franchise Disclosure Document about the Bruster's Real Ice Cream Franchise: ________________, 20___. Franchisee's Initials ______

The date when I received a fully completed copy (other than signatures) of the Franchise Agreement I later signed: ________________, 20___. Franchisee's Initials ______

The earliest date on which I signed the Franchise Agreement or any other binding document (not including the Receipt page): ____________, 20____. Franchisee's Initials ______

The earliest date on which I delivered cash, check or other consideration to the Franchise Marketing Representative, broker, Bruster's, L.P. ("Franchisor") or any other person or company: _________________, 20_________. Franchisee's Initials ______

Representations:

No promises, agreements, contracts, commitments, understandings, "side-deals", options, rights-of-first-refusal or otherwise have been made to or with me with respect to any matter (including but not limited to any representations or promises regarding advertising (television or otherwise), marketing, site location, operational assistance or otherwise) nor have I relied in any way on any such except as expressly set forth in the Franchise Agreement, written Option Agreement, or written addendum signed by me and the President of Franchisor's general partner except as follows:____

____

____

____________________. (If none, the prospective franchisee shall write NONE in his/her own handwriting and initial same.) Franchisee's Initials ______

No oral, written or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicted, expanded upon or was inconsistent with the Franchise Disclosure Document or the Franchise Agreement was made to me by any person or entity, except as follows:____

____

____________________________. (If none, the prospective franchisee shall write NONE in his/her own handwriting and initial same.) Franchisee's Initials ______

No oral, written or visual claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) was made to me by any person or entity, except as follows:____

____

____________________________. (If none, the prospective franchisee shall write NONE in his/her own handwriting and initial same.) Franchisee's Initials ______

No contingency, condition, prerequisite, prior requirement, proviso, reservation, impediment, stipulation, provision or otherwise exists with respect to any matter (including but not limited to obtaining financing, selection, purchase, lease or otherwise of a site, operational matters or otherwise) and/or with respect to my fully performing all of my obligations under the Franchise Agreement and/or any other documents to be executed by me nor have I relied in any way on any such, except as expressly set forth in a writing signed by me and the President of Franchisor's general partner , except as follows:____

____

__________________________. (If none, the prospective franchisee shall write NONE in his/her own handwriting and initial same.) Franchisee's Initials ______

Franchisor does not make or endorse nor does it allow any marketing representative, broker or other individual to make or endorse any oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) with respect to this or any other Franchise, whether made on behalf or for Franchisor, any Franchisee or other individual and expressly disclaims any such information, data or results.

In addition, Franchisor does not permit any promises, agreements, contracts, commitments, understandings, "side-deals", options, rights-of-first-refusal or otherwise or variations of, changes in or supplements to the Franchise Agreement or the existence of any contingencies or conditions to Franchisee's obligations except by means of a written Addendum signed by Franchisee and Franchisor.

If any such representations, "side-deals", contingencies or otherwise have been made by you by any person or otherwise exist, immediately inform the President of Franchisor's general partner.

Nothing contained in this Statement is intended to, nor shall they, act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

The next page is the signing page.

The prospective franchisee understands and agrees to all of the foregoing and certifies that all of the above statements are true, correct and complete.

FRANCHISEE

Dated: ____________ ____

All of the above is true, correct and complete to the best of my knowledge, information and belief.

____

Franchise Marketing Representative

APPROVED:

BRUSTER'S, L.P.
Bruster's Ice Cream, Inc., General Partner

By: ____
Bruce Reed, President

EXHIBIT D

FINANCIAL STATEMENTS

BRUSTER'S L.P. AND SUBSIDIARY

(A PENNSYLVANIA LIMITED PARTNERSHIP)

YEARS ENDED DECEMBER 31, 2011 and 2010

TABLE OF CONTENTS

william d. leicht
& associates
certified public accountants

INDEPENDENT AUDITORS' REPORT

To the Partners
Bruster's L.P. and Subsidiary
Bridgewater, PA

We have audited the accompanying balance sheet of Bruster's L.P. and Subsidiary as of December 31, 2011and 2010 and the related statements of income, comprehensive income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bruster's L.P. and Subsidiary, as of December 31, 2011 and 2010, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

William D. Leicht and Associates
Boardman, Ohio
May 23, 2012

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

BRUSTER'S, L.P. AND SUBSIDIARY

Consolidated Balance Sheet

Years Ended December 31,

	2011	2010
ASSETS		
Current Assets		
Cash	$ --	$17,766
Accounts Receivable	7,500	750
Restricted Cash - Marketing Fund	67,955	182,401
Restricted Cash - Gift Card Fund	89,045	363,052
Royalties Receivable	150,890	127,495
Restricted Receivables	154,516	119,628
Short-term Portion of Note Receivable From Affiliate	18,495	55,485
Total Current Assets	488,401	866,517
Note Receivable from affiliate	3,569,415	4,668,236
Total assets	$4,057,816	$5,534,753
LIABILITIES		
Current Liabilities		
Cash Deficit	$4,523	$ --
Note Payable Bank	--	349,899
Accounts Payable	29,800	5,000
Deferred Revenue	2,250,000	3,360,000
Marketing Fund Escrow	67,955	182,401
Gift Card Fund Escrow	89,045	363,052
Restricted Payables	154,516	119,628
	2,595,839	4,379,980
Partners' Capital	14,961,977	1,154,773
Total Liabilities and Partners' Equity	$4,057,816	$ 5,534,753

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

BRUSTER'S, L.P. AND SUBSIDIARY

Consolidated Statements of Income

Years Ended December 31,

	2011	2010
REVENUES		
Royalty	$4,305,804	$ 4,510,587
Franchise	1,334,000	1,183,000
Interest Income	237,111	287,606
Total revenue	5,876,915	5,981,193
COST AND EXPENSES		
Management Fees	5,436,990	5,436,990
Salary	90,000	190,000
Payroll Taxes	7,156	1,183
Bank Service Charge	3,526	2,889
Bad Debts	9,899	10,687
Donations	2,500	9,580
Professional Fees	12,943	15,096
Interest	5,633	18,237
Other	1,064	--
Total Costs and Expenses	5,569,711	5,684,662
NET INCOME	$307,204	$296,531

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

BRUSTER'S L.P. AND SUBSIDIARY

Consolidated Statements of Partners' Capital

Years Ended December 31,

	2011	2010
Beginning Partners' Capital	$1,154,773	$858,242
Partnership Income	307,204	296,531
Ending Partners' Capital	$1,461,977	$1,154,773

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

BRUSTER'S, L.P. AND SUBSIDIARY

Combined Statements of Cash Flows

Years Ended December 31,

	2011	2010
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$307,204	$296,531
Adjustments to reconcile net income to net cash (used in) provided by operating activities		
(Increase) decrease in operating assets:		
Royalties	(23,395)	(12,803)
Unrestricted Receivable	(6,750)	36,241
Restricted Receivable	(34,888)	4,718
Increase (decrease) in operating liabilities:		
Note Payable Bank	(349,899)	1,317
Accounts Payable	24,800	(1,898)
Deferred Revenue	(1,110,000)	(1,050,000)
Marketing Fund Escrow	(114,446)	58,631
Gift Card Fund Escrow	(274,007)	(121,905)
Restricted payable	34,888	(4,718)
Net cash provided by (used in) investing activities	(1,853,697)	(1,090,417)
CASH FLOWS FROM INVESTING ACTIVITIES		
Payments received on note receivable form affiliate	1,135,811	655,463
Net change in restricted cash	388,453	63,274
Net cash provided by (used in) investing activities	1,524,264	718,737
Increase in cash	(22,229)	(75,149)
CASH, BEGINNING OF YEAR	17,706	92,855
CASH DEFICIT, END OF YEAR	($4,523)	$17,706

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

BRUSTER'S L.P. AND SUBSIDIARY

Notes to Consolidated Financial Statements
Years Ended December 31, 2011 and 2010

NOTE 1 – ORGANIZATION

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

NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

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

Principles of Consolidation

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

Franchising Operations

The partnership grants a franchise agreement to open and operate an ice cream shoppe in an exclusive area. An initial franchise fee of $35,000 is normally required, payable at the signing of the franchise agreement.

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Throughout 2011 and 2010, the Partnership charged the franchisees 3% of weekly net sales as a marketing fee. In return, the Partnership acted as an agent by placing advertisements and conducting other marketing activities on behalf of the shoppes. Cash received by the Partnership was segregated for the sole purpose of paying for marketing expenses and is classified as restricted cash in the accompanying balance sheet. The offsetting liability is classified as a marketing escrow.

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

Franchise Revenue Recognition

The Partnership recognizes franchise fees as revenue when the franchised ice cream shoppe commences operations. The franchise fees are classified as deferred revenue until that time. At December 31, 2011 and 2010, there were approximately 90 and 94 shoppes, respectively that had not commenced operations.

Revenue Recognition Policy for Royalties

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

Restricted Cash

The Partnership cash balance as reported in the accompanying balance sheet as of December 31, 2011 and 2010 includes segregated cash of $388,453 and $545,453, respectively which has been received from the franchisees for the specific purposes of advertising and gift cards. The aforementioned cash is segregated into separate checking and savings accounts.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Restricted Receivables and Payables

The Partnership has a receivable and an offsetting payable for receivables restricted for the marketing and gift card funds. The marketing fund receives a 3% royalty form the franchisees for advertising. This amount is shown as a receivable and a payable on the books of the Partnership because the receivables collected are due back to the marketing fund for advertising to be done on behalf of the franchisees. Gift cards are also purchased by the franchisees and a receivable is set up for the amounts purchased. This amount is also shown as a receivable and a payable on the books of the Partnership because the receivables collected are due to the gift card fund. At December 31, 2011 and 2010 restricted receivables were $154,516 and $ 119,628, respectively.

Income Taxes

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

Use of Estimates

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

NOTE 3 – PARTNERSHIP DISTRIBUTION

No partnership distributions were made during 2011 and 2010.

NOTE 4 – MANAGEMENT ACTIVITY

Effective January 1, 1994, the Partnership entered into an agreement with an affiliated company, a Pennsylvania Business Trust, for management services to be provided on behalf of the Partnership. Management services to be performed include the aforementioned supervision assistance and services, partnership accounting and related payroll activities. This agreement was restated effective January 1, 2006 and January 1, 2005. For the year ended December 31, 2011and 2010, management fees of $5,436,990 were paid to this affiliate.

NOTE 5 – NOTE RECEIVABLE FROM AFFLIATE

In 2005, the Partnership entered into an agreement with an affiliated company, a Pennsylvania Business Trust, for a note receivable. The note is receivable over a term of 20 years and charges interest to the affiliate at 6%. As of December 31, 2011 the note receivable form affiliate was $3,569,415.

The maturity for this note receivable for the next five years is as follows:

Year Ended December 31:

2012	170,792
2013	181,326
2014	192,510
2015	203,994
2016	216,163

NOTE 6 – RELATED PARTIES

During 2011, Bruster's L.P. transacted business with Bruce Reed Business Trust and BAA Partners L.P. Both related entities are controlled by Bruce Reed, founder of Bruster's L. P. for further explanation of the related party transactions, see Notes 2, 4 and 5 to the financial statements.

NOTE 7 – FRANCHISING ACTIVITY

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

	2011	2010
Number of shoppes with signed Franchise/Development Agreement – not opened	70	74
Number of ice cream shoppes open:		
Franchised	231	241
Non-franchised	3	3
Total	234	244
Number of shoppes closed	20	19
Total open	213	225

Deferred revenue associated with shops that have not opened at December 31, 2011 and 2010 amounted to $2,250,000 and $3,360,000, respectively.

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

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

BRUSTER'S L.P. AND SUBSIDIARY

(A PENNSYLVANIA LIMITED PARTNERSHIP)

YEAR ENDED DECEMBER 31, 2009

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April 12, 2010

INDEPENDENT AUDITORS' REPORT

To the Partners
Brusters L.P. and Subsidiary
Bridgewater, PA

We have audited the accompanying balance sheet of Bruster's L.P. and Subsidiary as of December 31, 2009 and the related statements of income, comprehensive income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bruster's L.P. and Subsidiary, as of December 31, 2009, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

BRUSTER'S, L.P. AND SUBSIDIARY

Consolidated Balance Sheet

December 31, 2009

ASSETS

Current Assets	
Cash	$ 92,855
Restricted Cash - Marketing Fund	123,770
Restricted Cash - Gift Card Fund	484,957
Royalties Receivable	114,692
Restricted Receivables	124,346
Short-term Portion of Note Receivable From Affiliate	92,476
Total Current Assets	1,033,096
Note Receivable from affiliate	5,323,699
Total assets	$ 6,356,795

LIABILITIES

Current Liabilities	
Note Payable Bank	$ 348,582
Accounts Payable	6,898
Deferred Revenue	4,410,000
Marketing Fund Escrow	123,770
Gift Card Fund Escrow	484,957
Restricted Payables	124,346
	5,498,553
Partners' Capital	858,242
Total Liabilities and Partners' Equity	$ 6,356,795

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

BRUSTER'S, L.P. AND SUBSIDIARY

Consolidated Statements of Income

For the Year Ended December 31, 2009

REVENUES	
Royalty	$ 4,824,012
Franchise	398,000
Interest Income	306,860
Total revenue	5,528,872
COST AND EXPENSES	
Management Fees	5,136,990
Salary	193,864
Payroll Taxes	4,113
Bank Service Charge	3,925
Bad Debts	53,226
Donations	19,000
Professional Fees	12,902
Interest	8,817
Total Costs and Expenses	5,432,837
NET INCOME	$ 96,035

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

BRUSTER'S L.P. AND SUBSIDIARY

Consolidated Statements of Partners' Capital

For the Year Ended December 31, 2009

Beginning Partners' Capital	$ 1,176,373
Partnership Income	96,035
Partners Distribution (Note 3)	(414,166)
Ending Partners' Capital	$ 858,242

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

BRUSTER'S, L.P. AND SUBSIDIARY

Combined Statements of Cash Flows

December 31, 2009

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income	$ 96,035
Adjustments to reconcile net income to net cash (used in) provided by operating activities	
(Increase) decrease in operating assets:	
Royalties	139,416
Restricted Receivable	308,262
Increase (decrease) in operating liabilities:	
Note Payable Bank	348,582
Accounts Payable	(27,718)
Deferred Revenue	(9,000)
Marketing Fund Escrow	123,424
Gift Card Fund Escrow	95,864
Restricted payable	(308,262)
Wage Tax Payable	(4,494)
Net cash provided by (used in) invesfing activities	666,074
CASH FLOWS FROM INVESTING ACTIVITIES	
Payments received on note receivable form affiliate	(86,134)
Net change in restricted cash	(219,286)
Net cash provided by (used in) investing activities	(305,420)
CASH FLOWS FROM FINANCING ACTIVITIES	
Distribution to Partners	414,166
Net cash (used in) financing activities	414,166
Increase in cash	42,523
CASH, BEGINNING OF YEAR	50,332
CASH, END OF YEAR	$ 92,855

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

BRUSTER'S L.P. AND SUBSIDIARY

Notes to Consolidated Financial Statements
Year Ended December 31, 2009

NOTE 1 – ORGANIZATION

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

NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

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

Principles of consolidation

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

Franchising Operations

The partnership grants a franchise agreement to open and operate an ice cream shoppe in an exclusive area. An initial franchise fee of $35,000 is normally required, payable at the signing of the franchise agreement.

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Throughout 2009, the Partnership charged the franchisees 3% of weekly net sales as a marketing fee. In return, the Partnership acted as an agent by placing advertisements and conducting other marketing activities on behalf of the shoppes. Cash received by the Partnership was segregated for the sole purpose of paying for marketing expenses and is classified as restricted cash in the accompanying balance sheet. The offsetting liability is classified as a marketing escrow.

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

Franchise Revenue Recognition

The Partnership recognizes franchise fees as revenue when the franchised ice cream shoppe commences operations. The franchise fees are classified as deferred revenue until that time. At December 31, 2009, there were approximately 94 shoppes that had not commenced operations.

Revenue Recognition Policy for Royalties

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

Restricted Cash

The Partnership cash balance as reported in the accompanying balance sheet as of December 31, 2009 includes segregated cash of $608,727, which has been received from the franchisees for the specific purposes of advertising and gift cards. The aforementioned cash is segregated into separate checking and savings accounts.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Restricted Receivables and Payables

The Partnership has a receivable and an offsetting payable for receivables restricted for the marketing and gift card funds. The marketing fund receives a 3% royalty form the franchisees for advertising. This amount is shown as a receivable and a payable on the books of the Partnership because the receivables collected are due back to the marketing fund for advertising to be done on behalf of the franchisees. Gift cards are also purchased by the franchisees and a receivable is set up for the amounts purchased. This amount is
also shown as a receivable and a payable on the books of the Partnership because the receivables collected are due to the gift card fund. At December 31, 2009 restricted receivables were $ 124,346.

Income Taxes

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

Use of Estimates

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

NOTE 3 – PARTNERSHIP DISTRIBUTION

In 2009 partnership distributions amounted to $414,166

NOTE 4 – MANAGEMENT ACTIVITY

Effective January 1, 1994, the Partnership entered into an agreement with an affiliated company, a Pennsylvania Business Trust, for management services to be provided on behalf of the Partnership. Management services to be performed include the aforementioned supervision assistance and services, partnership accounting and related payroll activities. This agreement was restated effective January 1, 2006 and January 1, 2005. For the year ended December 31, 2009, management fees of $5,136,990 were paid to this affiliate.

NOTE 5 – NOTE RECEIVABLE FROM AFFLIATE

In 2005, the Partnership entered into an agreement with an affiliated company, a Pennsylvania Business Trust, for a note receivable. The note is receivable over a term of 20 years and charges interest to the affiliate at 6%. As of December 31, 2009 the note receivable form affiliate was $5,323,669.

The maturity for this note receivable for the next five years is as follows:

Year Ended December 31:

2010	$151,524
2011	160,869
2012	170,792
2013	181,326
2014	192,510

NOTE 6 – RELATED PARTIES

During 2009, Bruster's L.P. transacted business with Bruce Reed Business Trust and BAA Partners L.P. Both related entities are controlled by Bruce Reed, founder of Bruster's L. P. for further explanation of the related party transactions, see Notes 2, 4 and 5 to the financial statements.

NOTE 7 – FRANCHISING ACTIVITY

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

Number of shoppes with signed Franchise/Development agreement – not opened	85
Number of ice cream shoppes open:	
Franchised	247
Non-franchised	3
Total	250
Number of shoppes closed	14
Total open	236

Deferred revenue associated with shops that have not opened at December 31, 2009 amounted to $4,460,000.

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

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

EXHIBIT E

ADDENDA TO DISCLOSURE DOCUMENT

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

The issuance date of this Disclosure Document for the State of Florida is June 17, 2011.

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

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

2. The nonrefundable New Franchise Services Fee, which is disclosed in Item 5, that is paid to Bruster's for a Master Unit of $20,000 and/or for a Satellite Unit of $17,500 and any other initial fees and payments shall, within forty eight (48) hours of receipt, be deposited into an escrow account with Wachovia Bank, NA until the obligations of Bruster's for the opening of your Unit are completed.

3. Item 17(u) is amended to add the following: "A Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

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.

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

Item 3 is supplemented as follows:

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

(i) Has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations;

(ii) Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations;

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

Item 4 is supplemented as follows:

Neither the franchisor nor any officer or general partner of the franchisor has during the 15 year period immediately preceding the date of the offering prospectus been adjudged bankrupt or reorganized due to insolvency or was a principal officer of any company or a general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency during or within 1 year after the period that such officer or general partner of the franchisor held such position in such company or partnership, or whether any such company or partnership, or whether any such bankruptcy or reorganization proceeding has been commenced.

Item 17 is supplemented as follows:

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

ADDITIONAL RISK FACTORS:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE STATED IN THIS PROSPECTUS.

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

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

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

FRANCHISOR:	FRANCHISEE:
BRUSTER'S ICE CREAM, INC. General Partner	____________________________
By: ________________________	____________________________ (Signature)
Title: ________________________	____________________________ (Print Name)

The issuance date of this Disclosure Document for the State of New York is November 26, 2010.

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

The issuance date of this Disclosure Document for the Commonwealth of Virginia is September 3, 2011.

EXHIBIT F

RIDERS TO THE BRUSTER'S FRANCHISE AGREEMENT

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

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

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

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

3. Section 14.1 second paragraph is revised to read as follows:

   "Franchisor's consent shall not be unreasonably withheld or delayed with respect to any transfer, provided, however, that each of the following conditions are met:..."

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

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

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

7. Nothing in this Agreement or any other agreement in any way related to this Agreement is intended to disclaim the representations made by Franchisor in the Disclosure Document.

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

BRUSTER'S
a Pennsylvania limited partnership

By: ______________________________
(Signature)

____
(Print Name)
Title: ______________________________

FRANCHISEE:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

EXHIBIT G

LIST OF FRANCHISEES

See attached Franchise List

BRUSTER'S FRANCHISES

As of December 31, 2011

* Denotes Nathan's Famous location

ALABAMA

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED *OR* CEASED OPERATIONS
Alan Mitchell	Alan Mitchell	5212 Caldwell Mill Road	35242 Indian Springs	205-408-8801	
Donnie Latham	Donnie Latham	2172 E. University Drive	36830 Auburn	334-821-9988	
Alan Mitchell	Alan Mitchell	3900 Crosshaven Drive	35243 Birmingham	205-968-8184	
Charles Rickard, Sonia Pruett, Valerie Harris	Charles Rickard, Sonia Pruett, Valerie Harris	2100 Cecil Ashburn Drive	35802 Huntsville	256-882-7458	
Jon Spano	Jon Spano	12143 County Line Road	35758 Madison	256-325-6690	
Greg McCollum	Greg McCollum	1710 E. Main Street	36066 Prattville	334-361-8282	
Scott & Linda Parker	Scott & Linda Parker	1008 Vestavia Parkway	35216 Vestavia Hills	205-978-2347	
Kelly Atchley & Paul Barnes	Kelly Atchley & Paul Barnes	4388 Montgomery Highway	36303 Dothan	334-671-1847	
Kelly Atchley & Paul Barnes	Kelly Atchley & Paul Barnes	3540 Highway 280/431 North	36870 Phenix City	334-297-0120	
Joe Beacham *	Joe Beacham	160 Cotton Creek Drive #225	36542 Gulf Shores	251-980-2663	
Rakesh & Lisa Patel	Rakesh & Lisa Patel	6835 Vaughn Road	36117 Montgomery	334-272-7369	

ARKANSAS

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Lanier Robison & Benton Smith *	Lanier Robison & Benton Smith	2702 Alexander Drive	72471 Jonesboro	870-972-6305	
Rick Hatfield & Steve Jones*	Rick Hatfield	14710 Cantrell Rd., Ste 14A	72223 Little Rock	501-868-9522	

DELAWARE

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Michael Proctor	Michael Proctor	1620 Kirkwood Highway	19711 Newark	302-368-9991	
Michael Lattari & Dennis Schmidt	Michael Lattari & Dennis Schmidt	2394 Pulaski Highway	19702 Newark	302-834-0334	
Colleen Daniels	Colleen Daniels	465 W. Main Street	19709 Middletown	302-376-6177	

FLORIDA

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Shree Yamunaji, Inc.	Bhupendra Patel	955 East CR540A	33813 Lakeland	863-619-5030	
Kathy Devenny	Kathy Devenny	12224 Atlantic Boulevard	32225 Jacksonville	904-221-1441	
S.A. Oviedo, LLC	Andy Gibson	1024 Lockwood Boulevard	32765 Oviedo	407-359-4902	
Wendy Dankovchik	Wendy Dankovchik	855 Cheney Highway	32780 Titusville	321-385-0400	
Robert Lozano	Robert Lozano	2511 Howell Branch Road	32707 Casselberry	407-671-1122	
Ayube Benson Khan *	Ayube Benson Khan	295E State Road 434	32708 Winter Springs	407-327-7123	
Joseph & Judith Provenzano	Joseph & Judith Provenzano	20303 Bruce B. Downs Boulevard	33647 Tampa	813-907-7458	
Marilyn Soble	Marilyn Soble	1709 West Tharpe Street	32303 Tallahassee	850-383-9782	
Richard & Tammy Sturgis	Richard & Tammy Sturgis	2705 East Silver Springs Boulevard	34480 Ocala	352-622-2110	
Kathy Devenny	Kathy Devenny	11701-60 San Jose Boulevard	32223 Jacksonville	904-886-1995	
Denise & Wayne Duffy *	Denise & Wayne Duffy	50 Plaza Drive	32137 Palm Coast	386-447-7650	
Steven & Janet Risner	Steven & Janet Risner	901 N. State Road 434	32714 Alamonte Springs	407-862-8100	
Joan & Larry Epperly	Joan & Larry Epperly	7107 Coastal Palms Blvd.	32408 Panama City Beach	850-249-2544	
John & Mary Lacey	John & Mary Lacey	329 Malabar Road	32907 Palm Bay	321-733-1220	
Leighann Smith	Leighann Smith	9590 Applecross Road	32222 Jacksonville	904-771-0722	
Joe Beacham*	Joe Beacham	4655 Gulfstarr Drive	32541 Destin	850-269-2920	
Joe Beacham	Joe Beacham	6808 Thomasville Road Unit 106	32312 Tallahassee	850-893-5600	

GEORGIA

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
RML Ice Cream, Inc.	Richard Deemer, Pres.	3735 Trickum Road	30060 Marietta	770-516-7722	
Cicco's Ice Cream Co.	Michael J. Cicco, Pres.	2324 Scenic Highway	30278 Snellville	770-985-6660	
HD Ice Cream, Inc.	Himanshu Patel, President	1172 Dogwood Drive	30207 Conyers	770-860-1222	
J & SHIM Ice Cream, Inc*	Joseph An	1112 Herrington Road	30245 Lawrenceville	678-377-8300	
Danny Sohn	Danny Sohn	2905 Eagle Drive	30189 Woodstock	770-592-1551	
Wayne Vincent *	Wayne Vincent	3857 Peachtree Road, NE Cherokee Plaza	30319 Atlanta	404-231-1195	
Suresh & Pratima Patel	Suresh & Pratima Patel	555 Peachtree Industrial Blvd.	30024 Suwanee	678-482-4003	
Lee Holston	Lee Holston	1443 Highway 16 West	30224 Griffin	770-233-0972	
SAYA, LLC	Kishan Patel	3256 Buford Drive	30518 Buford	770-831-2332	
Jung & Eun Gil	Jung & Eun Gil	1590 Indian Trail Road	30093 Norcross	770-931-2122	
Donald Fiori	Donald Fiori	5850 Gateway Drive	30004 Alpharetta	770-663-1477	
Hasmukh Chaudhari	Hasmukh Chaudhari	4337 Atlanta Highway	30052 Loganville	770-554-9663	
Vince Chastain *	Vince Chastain	2720 Braselton Highway	30019 Dacula	678-546-0002	
Foushee's Ice Cream Co., Inc. *	Steve Foushee, President	1115 AgertonLane	30909 Augusta	706-731-9929	
Barry & Sharron Thomas	Barry & Sharron Thomas	Roswell Crossing Shopping Center, Suite 144 675 W. Crossville Road	30075 Roswell	678-585-9366	
Kiran Patel	Kiran Patel	183 Cherokee Place	30120 Cartersville	770-606-0553	
Cicco's Ice Cream Company, Inc.	Mickey Cicco, President	1702 Lawrenceville-Suwanee Rd.	30043 Lawrenceville	678-985-9099	
KY Kim, Inc.	Youleea Kim	2770 North Cobb Parkway	30144 Kennesaw	770-423-2050	
Ice Cream of Albany, Inc.	David & Paige Vogel	2822 Old Dawson Road	31707 Albany	912-639-4500	

Sweet Beginnings Ice Cream, Inc. *	Steve Conway	4244 Jodeco Road	30253 McDonough	678-583-1841	
Byung & Soo Chae *	Byung & Soo Chae	2960 George Busbee Parkway	30144 Kennesaw	678-290-6330	
Mother Dairies, Inc.	Subhash Gupta,President	101 Riverwalk Court	30114 Canton	678-493-9014	
Kiran Patel	Kiran Patel	7181 Mount Zion Boulevard	30236 Jonesboro	978-479-1124	
Hawkeye Enterprises LLC	Bryan Flint	2550 Lawrenceville Highway	30033 Decatur	770-496-0700	
Min Ho Cha *	Min Ho Cha	3340 Sugarloaf Parkway	30045 Lawrenceville	770-339-0303	
Joki Foods, Inc. *	Matt Hatchett	2107 Veterans Boulevard	31021 Dublin	478-274-1124	
Jitu & Kamini Patel	Jitu & Kamini Patel	3184 Salem Road	30013 Conyers	770-788-0003	
Barry & Sharron Thomas	Barry & Sharron Thomas	8420 Holcomb Bridge Road	30022 Alpharetta	770-640-8828	
Blue Ice, LLC	Melissa Ludwig	1911 Shorter Avenue SW	30165 Rome	706-232-5360	
Foushee's Ice Cream Co*	Steve Foushee	516 N. Belair Road	30809 Evans	706-210-5160	
Suk Hui Barrett *	Suk Hui Barrett	5425 Wendy Bagwell Parkway	30141 Hiram	770-943-0141	
Sandra Kim	Sandra Kim	6723 Highway 85	30274 Riverdale	770-907-2220	
Little Bear Holdings, Inc.	Michael Wilson	3795 Due West Road, NW	30064 Marietta	770-419-1551	
Rajendra Patel	Rajendra Patel	878 Buford Highway 20	30141 Cumming	770-205-4199	
Fun Foods Systems, LLC	Nick Ditta	165 John W. Morrow Parkway	30501 Gainesville	770-535-7679	
Hawkeye Enterprises, LLC	Bryan Flint	2095 Lavista Road	30329 Atlanta	404-320-7166	
Steve Marsden	Steve Marsden	3855 Old Milton Parkway	30022 Alpharetta	678-762-7790	
Chang & Seung Lee	Chang & Seung Lee	1540 Sharon Road	30041 Cumming	678-455-3888	
Paul Land	Paul Land	710 South Wall Street	30701 Calhoun	706-624-8009	
Steve Ellison	Steve Ellison	1202B South Park Street	30117 Carrollton	770-834-7225	
Edwin Miller	Edwin Miller	1654 Whittlesey Road	31904 Columbus	706-320-0755	
James Feagle & James Shoults	James Feagle & James Shoults	4535 Hugh Howell Road	30084 Tucker	770-934-5195	
Danny & HeeJung Sohn *	Danny & HeeJung Sohn	1845 Anderson-Mill Road	30106 Austell	770-739-6939	
Khawaja & Reshman Rahman *	Khawaja & Reshman Rahman	4724 Lower Roswell Rd. Ste. 101	30068 Marietta	770-977-3299	

Inspired Development Group, Inc.	Joey Hsu	3000 Old Alabama Road, Ste. 100	30022 Alpharetta	678-205-0747	
Ashwin Manjee	Ashwin Manjee	2970 Stonecrest Pass	30038 Lithonia	678-526-1515	
Mark Lerner	Mark Lerner	2044 Lower Roswell Rd., Ste. 100	30068 Marietta	770-579-0700	
PHK Ventures, LLC	Austin & Joe Crawford	2603 Highway 36 West	30233 Jackson	770-775-5548	
Ed & Marie Miller *	Ed & Marie Miller	3465-G Macon Road	31907 Columbus	706-568-3380	
Vaishali Patel	Vaishali Patel	120 Highway 314	30214 Fayetteville	770-461-4729	
Sanjay Patel	Sanjay Patel	6920 Douglas Boulevard Douglasville Market Place	30135 Douglasville	770-577-0481	
Trusha & Alka Patel	Trusha & Alka Patel	4844 Redan Road	30088 Stone Mountain	404-292-0480	
Chadd & Gina Mathis	Chadd & Gina Mathis	1688 Norman Drive	31601 Valdosta	229-219-7622	
Himanshu & Daxaben Patel	Himanshu & Daxaben Patel	6359 Jimmy Carter Boulevard	30071 Norcross	770-300-9105	
Mickey Cicco	Mickey Cicco	1993 Rosebud Road	30017 Grayson	678-376-4656	
Martin Rhymer	Martin Rhymer	2688 Rockbridge Road	30087 Stone Mountain	770-469-5100	
Chadd Mathis	Chadd Mathis	3100 N. Patterson Street	31602 Valdosta	229-333-2346	
Ruth & Jeff Coleman	Ruth & Jeff Coleman	3730 Car Mia Drive #340	30331 Atlanta	678-480-7650	
Beth Miller	Beth Miller	6870 Hickory road	30188 Woodstock	770-720-2868	
Russell & Suzanne Clark*	Russell & Suzanne Clark	3204 Atlanta Highway Ste.220	30507 Gainesville	770-284-1234	
Forrest Hunter	Forrest Hunter	2166 Commerce Drive	28110 Monroe	704-225-7123	
Boyd Green *	Boyd Green	600 Lovett Road	30458 Statesboro	912-764-2761	
Ed & Marie Miller *	Ed & Marie Miller	7590 Schomburg Road	31909 Columbus	706-507-1501	
Mark Kelley	Mark Kelley	3560 Peachtree Ind. Blvd.	30096 Duluth	770-497-9108	
IC Newnan, LLC*	David LaGuardia	141 N. Station Drive	30265 Newnan	770-683-5228	
GBK Enterprises, Inc.	Stacey Key	2420 Cobb Parkway SE	30080 Smyrna	770-988-9500	
Robin Harrington*	Robin Harrington	205 Vernon Street	30240 LaGrange	706-298-0185	
Chris Patel	Chris Patel	2085 Pleasant Hill Road	30096 Duluth	678-522-9996	

INDIANA

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Marken Enterprises, Inc.	Marcia Stewart,President	4531 East Third Street	47401 Bloomington	812-331-8979	

KENTUCKY

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Beth Speck *	Beth Speck	104 N. Bradford Lane	40324 Georgetown	502-570-8688	
Hane & Lisa Webb	Hane & Lisa Webb	8529 Highway 42	41042 Florence	859-746-2333	
Michael Klimchak	Michael Klimchak	111 North Plaza Drive	40356 Nicholasville	859-885-4055	
Kevin & Stuart Kirby	Kevin & Stuart Kirby	2712 Scottsville Road	42103 Bowling Green	270-842-9839	
Terri & Mark Guenthenspberger	Terri & Mark Guenthenspberger	700 Lyndon Lane	40222 Louisville	502-425-9436	

MARYLAND

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Henry & Mary Stevens	Henry & Mary Stevens	801 Aquahart Road	21061 Glen Burnie	410-787-9725	
John Spahr	John Spahr	6960 Crestwood Boulevard	21703 Frederick	301-620-0326	
Robert Fischer	Robert Fischer	18519 N. Frederick Avenue	20879 Gaithersburg	240-631-1222	
Debbie & Ray Bednarcik	Debbie & Ray Bednarcik	23825 Mervell Dean Road	20636 Hollywood	301-373-5000	
Gerald & Donna Paradis	Gerald & Donna Paradis	1834 Pulaski Highway	21078 Havre de Grace	410-306-6618	
Daniel & Margaret Stay	Daniel & Margaret Stay	1409 Forest Drive	21403 Annapolis	410-295-0025	

David Paddy	David Paddy	1125 MD Route 3 N	21054 Gambrills	410-451-0683	

MISSISSIPPI

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Richard & Linda Walton	Richard & Linda Walton	111 Spann Drive	39047 Brandon	601-919-9993	
Lanier Robison & Benton Smith *	Lanier Robison & Benton Smith	795 E. Goodman Road	38671 Southaven	662-536-3334	

NEW HAMPSHIRE

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Dunstable Creameries, Inc.*	William Croteau	621 Amherst Street	03063 Nashua	603-881-9595	

NEW JERSEY

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Leo & Steve Henry*	Leo & Steve Henry	305 Greentree Road	08080 Sewell	856-256-9300	
Emily Siebert*	Emily Siebert	1008 Mantua Pike Rt. 45	08097 Woodbury Heights	856-845-5520	

NEW YORK

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
ETA Ice Cream, Inc.	Paul G. Schneider, President	1041 Ridge Road, S.R. 404	14580 Webster	716-872-4690	
KAS Enterprises, LLC	Paul G. Schneider, President	Culver Ridge Plaza 2255 Ridge Road East	14622 Irondequoit	716-266-0390	
Diane & Todd Posner*	Diane & Todd Posner	2755 E. Henrietta Road	14467 Henrietta	585-487-8086	

NORTH CAROLINA

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Ice Cream on the Boulevard, Inc. *	Greg & Susan Fiedler	17029 Kenton Drive	28031 Cornelius	704-896-2886	
Lee & Denise Underwood	Lee & Denise Underwood	252 Williamson Road	28117 Mooresville	704-799-9898	
GSPRJ, LLC	Alan Patterson	545 West John Street	28105 Matthews	704-708-6763	
Nimisha & Snehal Patel	Nimisha & Snehal Patel	10450 Durant Road, Suite 100	27614 Raleigh	919-844-1120	
Lori & Thomas Zak	Lori & Thomas Zak	1431 Commerce Drive	28110 Monroe	704-225-7123	
Michael Howard	Michael Howard	3860 Johns Gordon Lane	27265 High Point	336-882-6780	
Robert & Scott VanNote	Robert & Scott VanNote	4414 S. 17th Street	28412 Wilmington	910-794-1222	
Michael Howard	Michael Howard	609 Pisgah Church Road	37455 Greensboro	336-617-7314	
Michael Interlandi	Michael Interlandi	2011 N. Main Street	27262 High Point	336-889-3703	
Lori & Thomas Zak	Lori & Thomas Zak	531 Indian Trail Road	28079 Indian Trail	704-821-9390	

OHIO

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Candy Young	Candy Young	49094 Calcutta Smith Ferry Road	43920 East Liverpool	330-386-6635	
Kurt Latell	Kurt Latell	1300 N. State Street	44420 Girard	330-545-1000	
Susan Levy *	Susan Levy	8548 Lakota Drive W	45069 West Chester	513-860-9999	

PENNSYLVANIA

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Bruce Reed (corp. store)	Bruce Reed	Riverside Drive	15009 Bridgewater	724-774-4155	
Bruce Reed *(corp. store)	Bruce Reed	2569 Brandt School Road	15090 Wexford	724-934-0840	
Bruce Reed (corp. store)	Bruce Reed	1688 E. State Street	16148 Hermitage	724-342-6429	
Richard Pletz	Richard Pletz	4940 Library Road	15102 Bethel Park	412-831-8407	
Dance Partner Enterprises, Inc.	Barbara & Joseph Schmidt	2675 Leechburg Road	15068 Lower Burrell	724-339-8590	
Kim & Mit, Inc.	Kathy Myers, Manager	3950 Brodhead Road	15001 Aliquippa	724-378-9958	
Nancy Caso	Nancy Caso	444 Valley Brook Road	15317 McMurray	724-942-5567	
PMC Development Group, Inc.	Chuck Cellini, President	Route 19 Northgate Plaza	15301 Washington	724-223-5558	
Lance & Sharon Weaver	Lance & Sharon Weaver	2403 Freeport Road	15238 Harmar Township	412-826-1466	
Cimato Ice Cream, Inc.	Mike Cimato, President	493 Lowries Run Road	15237 Ross Township	412-369-9008	
SSG Creamery, Inc.	Steve Ferringer, President	475 Ben Franklin Rd. South Unit 46	15701 Indiana	724-465-4567	

Ice Cream USA, Inc.	Kim Bittner	706 North Center Avenue	15501 Somerset	814-444-9554	
NELSCOR, Inc.	Randy & Gretchen Nelson	Center Avenue & Painterville Road	15672 New Stanton	724-925-2511	
Smithbridge Ice Cream Co.	Don & Rita Lowry	1118 Smithbridge Road	19342 Glen Mills	610-558-2311	
SSG Creamery, Inc.	Don Hennon	2515-1 Wilmington Road	16105 New Castle	724-654-3000	
Creamery Management, Inc.	Steve Ferringer	9600 Perry Highway	15237 Pittsburgh	412-366-9899	
Southpaw, Inc.	Bret Wagner	1 Tristan Drive	17019 Dillsburg	171-502-0446	
Herb Gillner	HerbGillner	4937 William Flynn Highway	15044 Gibsonia	724-449-8000	
Tri-US, LLC	Christo Lombard	3630 Concord Road	19014 Aston	610-859-7868	
Jennifer Staiger	Jennifer Staiger	3519 Hartzdale Drive	17011 Camp Hill	717-761-8161	
Mark Neely	Mark Neely	510 N. Pointe Circle	16046 Seven Fields	724-772-9999	
John Lawrence	John Lawrence	1035 George Street	17331 Hanover	717-646-9333	
Trevor & Amy Cooper *	Trevor & Amy Cooper	365 Mercer Road	16037 Harmony	724-452-4881	
Bret Wagner *	Bret Wagner	560 Financial Way	17319 Etters	717-938-8273	
Kim & Mark Zeiders *	Kim & Mark Zeiders	101 N. Larkspur Drive	17078 Palmyra	717-832-3005	
Cream Cuisine, Inc.		1126 York Road	17325 Gettysburg	717-338-0575	
Sheelagh & David Straub	Sheelagh & David Straub	241 West Ridge Pike	19468 Limerick	610-489-8880	
Jim, Jeff & Dorcas Schmutzler *	Jim, Jeff & Dorcas Schmutzler	500 Gateway Avenue	14201 Chambersburg	717-261-1484	
Dave & Sheelagh Straub *	Dave & Sheelagh Straub	2814 Egypt Road	19403 Audubon	610-650-0264	
D.J. Lee	D.J. Lee	1520 Brownsville Road	19053 Trevose	215-355-0315	
Allen DiMarco	Allen DiMarco	1600 E. Third Street	17701 Williamsport	570-326-5040	
Rod & JoEllen Rumberger*	Rod & JoEllen Rumberger	220 Penrose Place	17013 Carlisle	717-245-9860	
Robert Fischer	Robert Fischer	1785 Columbia Aenue	17603 Lancaster	717-824-4561	

SOUTH CAROLINA

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Gail & Sam Haapala	Gail & Sam Haapala	304 Robert Smalls Parkway Cross Creek Plaza	29906 Beaufort	843-982-6277	
Graham's Ice Cream Co.	Jim & Linda Graham	100 Peachshed Road	29307 Spartanburg	864-542-2220	
Brady's Ice Cream Co. *	Jim Brady	5152 Calhoun Memorial Highway	29642 Easley	864-306-0401	
Brady's Ice Cream Co., Inc.	Jim Brady	6412 White Horse Road	29611 Greenville	864-246-5966	
Donnie Alverson	Tim & Laurie Deming	1850 Woodruff Road	29607 Greenville	864-281-7751	
Donnie Alverson *	Donnie Alverson	207 Pelham Road	29615 Greenville	864-232-1201	
Graham's Ice Cream Co.	Jim & Linda Graham	2009 Boiling Springs Road	29316 Boiling Springs	864-578-5571	
Ray Berardino	Ray Berardino	8968 University Avenue	29406 North Charleston	843-797-0078	
Val & Doyle Hall	Val & Doyle Hall	3201 Mall Road	29625 Anderson	864-332-6566	
Donnie Alverson	Donnie Alverson	116 N. Dunbarton Drive	29501 Florence	843-676-2704	
Lisa & Louay Abouassali *	Lisa & Louay Abouassali	378 Columbiana Drive, Suite 1	29212 Columbia	803-407-5904	
George & Sherry Reed	George & Sherry Reed	2603 W. Highway 160	29708 Fort Mill	803-548-4070	
Mo & Lynn Denny	Mo & Lynn Denny	202 Graces Way	29229 Columbia	803-419-8889	
Mark & Melissa Compton	Mark & Melissa Compton	1204 Mathias Road	29649 Greenwood	864-388-0947	
Bill & Janet Jarae	Bill & Janet Jarae	3784 Renee Drive	29579 Myrtle Beach	843-236-4232	
Donnie & Sandy Alverson	Donnie & Sandy Alverson	6040 W. Wade Hampton Blvd.	29687 Taylors	864-879-2323	
Andy Pye *	Andy Pye	1279 Knox Avenue	29841 North Augusta	803-279-9831	
Jim & Linda Graham	Jim & Linda Graham	1644 John B. White Sr. Blvd.	29301 Spartanburg	864-576-8866	
Wayland Lamar, Jr.	Wayland, Lamar, Jr.	210 East Gate Drive	29803 Aiken	803-226-0377	

TENNESSEE

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Robert Allen	Robert Allen	1043 Old Cedar Bluff Road	37923 Knoxville	865-691-3327	
Gary Lochbaum	Gary Lochbaum	4241 Hixson Pike	37415 Chattanooga	423-877-9119	
Robert Allen	Robert Allen	906 E. Emory Road	37918 Knoxville	865-938-9633	
Ben Melnyczuk & David Forsthoffer	Ben Melnyczuk & David Forsthoffer	1406 Jenkins Road	37421 Chattanooga	423-540-9993	
Henry Vinson	Henry Vinson	1907 Shady Brook St., Ste. B	38401 Columbia	931-381-7008	
Robert Allen	Robert Allen	7670 S. Northshore Drive	37919 Knoxville	865-951-2068	
James Stoll	Jamie Stoll	10646 Concord Road	37027 Brentwood	615-819-0378	

TEXAS

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Edmund Martinez	Edmund Martinez	7939 Louetta Road	77379 Spring	832-717-7775	
Joanne Fasy	Joanne Fasy	6301 S. Cooper Street	76001 Arlington	817-419-7000	

VIRGINIA

FRANCHISEE	FRANCHISEE CONTACT	UNIT LOCATION	ZIP CODE & CITY	TELEPHONE	DATE SIGNED OR CEASED OPERATIONS
Jeanne Simonetta	Jeanne Simonetta	5317 Indian River Road	23464 Virginia Beach	757-420-7071	
M&G Ice Cream Enterprises, Inc. *	Gary & Mieko Zeller	9101 Staples Mill Road	23228 Richmond	804-755-6200	
Regal, Inc.	Gary & Rebecca Lierman	6498 Williamson Road	24019 Roanoke	540-366-6648	
J P Enterprises, LLC	John Watkins	11221 Hull Street	23112 Richmond	804-744-4518	
Williamsburg Creamery, Inc.	Thomas & Sandra Samson	5289 John Tyler Highway	23185 Williamsburg	757-220-8930	
J P Enterprises, LLC	John Watkins	11501 Robious Road	23236 Midlothian	804-320-4728	
Make Sense Dining, Inc.	Charley Erwin	221 University Boulevard	22801 Harrisonburg	540-801-0700	
Otterdale Venture, LLC	Rachel Huff	2602 Anderson Highway	23139 Powhatan	804-598-0599	
Avrham Amuial	Avrham Amuial	4921 Virginia Beach Boulevard	23462 Virginia Beach	757-499-4343	
Grey Jennings *	Grey Jennings	428 Garrisonville Road	22554 Stafford	540-288-2400	
Glenn & Barbara Harvill	Glenn & Barbara Harvill	11385 Nuckols Road	23059 Glen Allen	804-217-9080	
Anthony & Karen Trubisz	Anthony & Karen Trubisz	11731 Sherbert Lane	23831 Chester	804-768-1300	
Grey Jennings *	Grey Jennings	10713 Courthouse Road	22407 Fredericksburg	540-710-8888	
Gary & Mieko Zeller	Gary & Mieko Zeller	2100 John Rolfe Parkway	23233 Richmond	804-364-1003	
S Gopal, LLC	Pooja Goswami	1125 Cedar Road	23322 Chesapeake	757-548-8280	
Glen & Barbara Harvill*	Glen & Barbara Harvill	8309 Bell Creek Road	23116 Mechanicsville	804-559-5905	
MMTCK, Inc.*	Melissa Martin	1610 Rogers Road	22701 Culpeper	540-825-2627	

FRANCHISEES WHO HAVE BEEN TERMINATED, CANCELLED, OR NOT RENEWED BY BRUSTER'S OR WHO OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS IN FISCAL YEAR JANUARY 1, 2011 TO DECEMBER 31, 2011

The name, last known home and/or business address, and telephone number of every franchisee who has had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our fiscal year ended December 31, 2011, or who has not communicated with Bruster's Ice Cream within ten weeks of the date of this Disclosure Document is listed below.

Terry, Garry, Amy Jones (2)	2460 Claxton Dairy Rd. Dublin, GA 31021	478-290-9306
Vinay Patel	3970 Schooner Ridge Alpharetta, GA 30005	404-375-3794
Paul Biko (2)	2205 Forest Hills Drive Harrisburg, PA 17112	717-652-5345
Jim Whelan	1606 Blackburn Heights Dr., Sewickley, PA 15143	412-999-6288
Hugh & Mary Curran	108 Sandwich Lane Avondale, PA 19311	302-250-6498
Tony Wu	10535 Highgate Manor Ct. Duluth, GA 30097	404-723-1546
Jan Newman	212 Sheffield Circle W Palm Harbor, FL 34683	727-772-1454
Tom & Cora Park	21 Greenview Drive Chesterfield, NJ 08515	609-324-0099
Rajendra Patel	5800 Burton Station Road Virginia Beach, VA 23455	770-923-1421
Khawaja & Reshman Rahman *	1117 Sadlers Close Marietta, GA 30068	770-579-9571
Bruce Serena	2810 Patuxent Court Prince Frederick, MD 20678	410-474-5322
Yvonne & Leandrew Lloyd	1318 Foxglove Lane SW Conyers, GA 30091	770-785-7471
Gary & Holly Lochbaum	80 Robinson Road Dahlonega GA 30533	707-867-6658
Andy Gibson *	600 Legacy Park Drive Casselberry, GA 32707	407-977-3965
Greg & Marcy Farr *	5030 FarmlandRoad Charlotte, NC 28226	704-362-1335
John Smith	275 Aspetuck Ridge Road New Milford, CT 06776	860-350-0429
Barry Gold	11005 Jones Bridge Rd. #111 Alpharetta, GA 30022	404-304-8414

* Indicates Franchisee is still in system.

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

EXHIBIT H

MUTUAL GENERAL RELEASE

MUTUAL RELEASE AGREEMENT

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

BACKGROUND

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

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

AGREEMENT

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

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

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

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

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

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

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

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

8. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with

counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

9. In the event that either party retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses,

including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

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

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

Attest:	BRUSTER'S, a Pennsylvania Limited Partnership, by BRUSTER'S ICE CREAM, INC., General Partner
____________________________ Kathy Ragozzino, Secretary	BY: ____________________________ Bruce Reed, President

[When Franchisee is legal entity use this signature line]

Attest:	Entity: ____________________________
____________________________ , Secretary	BY: ____________________________ , President

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

By:

____________________________ , Franchisee	____________________________ , Franchisee

EXHIBIT I

RECEIPTS

RECEIPT

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

If Bruster's offers you a franchise, it must provide this Disclosure Document to you by the earliest of:

1. **The first personal meeting to discuss the franchise; or**
2. **Fourteen business days before signing a binding agreement; or**
3. **Fourteen business days before any payment to Bruster's.**

You must also receive a Franchise Agreement containing all material terms at least fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Bruster's does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency identified in Exhibit A.

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

Issuance date: May 21, 2012

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

I received a disclosure document dated May 21, 2012 that included the following Exhibits:

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

______________________	______________________
Date	**Franchisee**

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

RECEIPT

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

If Bruster's offers you a franchise, it must provide this Disclosure Document to you by the earliest of:

2. The first personal meeting to discuss the franchise; or

2. Fourteen business days before signing a binding agreement; or

4. Fourteen business days before any payment to Bruster's.

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G. List of Franchisees
H. Mutual General Releases
I. Receipts

______________________ ______________________

Date **Franchisee**

(FRANCHISOR'S COPY - PLEASE DETACH AND SUBMIT TO BRUSTER'S)