

FRANCHISE DISCLOSURE DOCUMENT

Murphy Ice Franchising, LLC
An Iowa Limited Liability Company
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THE OUTSIDE SCOOP®

Murphy Ice Franchising, LLC, offers the retail sale of ice cream and related products using retail storefronts and ice cream trucks (hereinafter the “Outside Scoop Franchise”). The total investment necessary to begin operation of an Outside Scoop Franchise will range from \$222,000 to \$2,200,000, depending on a number of factors. This amount includes \$25,000 that must be paid to the franchisor or affiliate.

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

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

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

Issued: April 24, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” to see whether your state requires other risks to be highlighted.

YOU MAY NOT BE INVOLVED IN A CLASS ACTION LAWSUIT IN WHICH WE ARE NAMED AS A DEFENDANT.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language of this disclosure document, “**Outside Scoop**”, we, our or us means Murphy Ice Franchising, LLC, the franchisor. “**You**” or “**Franchisee**” means the person who buys the franchise. If the franchisee is a corporation, partnership or other entity, “you” means the franchisee’s owners. Fictitious

We are an Iowa limited liability company that was incorporated on April 14, 2025. We have filed a fictitious name resolution with the Iowa Secretary of State for “The Outside Scoop” As such, Murphy Ice Franchising, LLC conducts business under the name, The Outside Scoop. Our principal business address is 2510 SW White Birch Dr. Suite 7 Ankeny, IA 50023. Our telephone number is 515-490-7019. Our e-mail address is corporate@outsidescoop.com.

Our holding company/parent corporation is Murphy Ice, Inc., an Iowa corporation. Its principal business address is 2510 SW White Birch Dr. Suite 7 Ankeny, Iowa 50023. One of our affiliates is Murphy Ice Manufacturing, LLC, an Iowa limited liability company whose principal business address is 2510 SW White Birch Dr. Suite 7 Ankeny, Iowa 50023. Murphy Ice Manufacturing, LLC produces and supplies ice cream and other related products to Outside Scoop and other stores. Another one of our affiliates is Murphy Ice IP, LLC, an Iowa limited liability company whose principal business address is 2510 SW White Birch Dr. Suite 7 Ankeny, Iowa 50023. Murphy Ice IP, LLC owns and oversees the intellectual property related assets of Outside Scoop. Another one of our affiliates is Murphy Ice Retail and Events, LLC, an Iowa limited liability company whose principal business address is 2510 SW White Birch Dr. Suite 7 Ankeny, Iowa 50023. Murphy Ice Retail and Events, LLC manages events that are undertaken by us directly for Outside Scoop.

Our agent for service of process is listed on Exhibit F.

Outside Scoop was opened by Joe Doring in 2010 in Indianola, Iowa. In 2017, the business was sold to Alan Hill. Alan and Lori Hill opened and operated a second location for the business in Ankeny, Iowa in 2019 and began to offer ice cream truck operations as a portion of the business. Alan and Lori Hill sold the business in 2022 to BV Boeckenstedt, Inc. and in February of 2025, certain assets of the business were sold to Murphy Ice, Inc. The business has been offering franchises since 2025.

Outside Scoop supports local growers, utilizing local businesses and community involvement as part of our business strategy. The business began with one location and has since grown to incorporate multiple locations as well as ice cream trucks which serve over 60 flavors of ice cream with many scrumptious limited time and seasonal offerings. We grant franchises which give you the right to own and operate one or more Outside Scoop Franchises that specialize in the sale of ice cream and ice cream related products using retail storefronts and ice cream trucks. We take pride in every item and focus on product integrity, the end result, and

producing a clean option of ice cream. We focus on using organic raw products, no artificial food colorings, and natural ingredients whenever we can. Along with offering ice cream, we offer many other treats and goodies such as; waffle cones, waffle bowls, edible cookie dough, cookies, ice cream pies, ice cream sandwiches, our own homemade toppings and sauces, waffle chips, and more. Our ice cream flavors are also available in take home packaging. In addition to our product offerings, Outside Scoop takes pride in mentoring and developing future young leaders.

We have never offered franchises in any other business and have not conducted any business in any other area.

Our services and products are used by the general public and are not limited to any age group. Competition may vary depending upon the Outside Scoop Franchise's location, i.e., a small community or a larger city. You will have to compete with other local and national businesses that have similar products and services such as Cold Stone Creamery, Baskin-Robbins, and Dairy Queen. Health regulations concerning the preparation and storage of drink and food ingredients will apply to your ice cream store(s).

ITEM 2

BUSINESS EXPERIENCE

Title: Team Leader

Mike Murphy

Mike Murphy is a long-time business leader with experience in marketing and sales in the retail and construction industries. He has his Masters of Business Administration from Texas Christian University and his Bachelors of Science in Business Administration from Wartburg College.

Title: Retail Operations and Events Director

Jill Reimer

Jill Reimer is the retail operations and events director of Outside Scoop. She began working in the ice cream industry in 1997, including working in franchise operations and new store setup for a national ice cream brand.

Title: President and Director of Operations

Miranda Gerdes

Miranda Gerdes is a graduate of Wartburg College with a degree in marketing. Miranda also holds a Masters Degree in Sports Administration from the University of Central Florida. She is currently working full-time at Outside Scoop and previously worked in event management, operations, and business development for a large conglomerated services and buying group based in Cedar Falls, Iowa. Additionally, Miranda previously worked at a family-owned restaurant.

Title: Director of Production and Research

Riley Murphy

Riley Murphy is a graduate of Wartburg College with a degree in Business Administration. Riley has worked as an office manager for a healthcare provider and has experience working in a family-owned restaurant. Currently, Riley is working full-time for Outside Scoop.

Title: Director of Marketing and Franchise Operations

Jaedon Murphy

Jaedon Murphy recently graduated from Wartburg College with a degree in Marketing. Jaedon has worked for the prior owners of Outside Scoop and has experience working for a national coffee chain and a family-owned restaurant.

ITEM 3

LITIGATION

No litigation/arbitration is required to be disclosed in this disclosure document.

ITEM 4

BANKRUPTCY

No persons identified in Items 1 or 2 of this disclosure document have been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this item.

ITEM 5

INITIAL FEES

New franchisees pay a \$25,000 lump sum franchise fee and \$5,000 lump sum training fee when you sign the Franchise Agreement (Exhibit A). If you will be operating a truck, you must pay an additional between \$105,000 - \$135,000 lump sum when you receive your fully equipped truck, to cover the cost of retrofitting the truck. Additionally, new franchisees must pay between \$15,000 and \$30,000, as purchased, for opening inventory for a truck and/or between \$20,000 and \$40,000, as purchased, for opening inventory for a retail storefront before opening the Outside Scoop Franchise. There are no refunds of any initial fees under any circumstances.

ITEM 6

OTHER FEES

<u>NAME OF FEE</u>	<u>AMOUNT</u>	<u>DUE DATE</u>	<u>REMARKS</u>
Training Fee	\$5,000	Payable two weeks before training begins.	All new Franchisees are required to undertake extensive training prior to opening an Outside Scoop Franchise. The training shall be conducted at one or more designated training facilities as determined by Outside Scoop. The training shall take a minimum of 50 hours. Training may take longer if deemed necessary by Outside Scoop.
Royalty/Service	4% of Gross Revenues	Payable monthly on or before the 15th day of the month following the month that the Gross Revenue is earned.	“Gross Revenues” means the entire amount of the receipts from all business conducted in or from the Outside Scoop Franchise, including all beverage and food sales and other products or services such as vending machines, coin or token operated amusement devices, delivery fees, legal gaming devices and pay telephones without taking any deduction for operators’ percentages or any other deductions whatsoever for sales at the Outside Scoop Franchise, but will not include (1) any credit card fee revenue or (2) any sums collected and paid out for any sales or excise tax imposed by any governmental authority.
Advertising Fees & Expenses	N/A	N/A	N/A
Renewal Fee	\$25,000	Payable upon renewal of the Franchise Agreement.	You shall provide written notice of your desire to renew the Franchise Agreement at least six (6) months prior to the expiration of the initial term of the Franchise Agreement.
Transfer Fee	\$50,000	Payable when you sell your Outside Scoop Franchise.	No transfer fee is due if you transfer your Outside Scoop Franchise to a corporation or partnership that you control. No transfer fee is due if your Outside Scoop Franchise is transferred to your heirs in the event of your death.
Audit Fees	\$2,000 to \$5,000	Due 30 days after being invoiced for the audit if the audit showed an understatement of at least 2% of gross sales for any month.	Payable only if audit shows an understatement of at least 2% of gross sales for any month.
Product Delivery Fee	N/A	N/A	N/A

All fees are imposed by, collected by, and payable to us. All fees are nonrefundable. There are no cooperatives and no fees are payable by you to a 3rd party.

An 18% per month penalty will be assessed on all late payments 30 days after payment is due.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

<u>INVESTMENT</u>	<u>AMOUNT</u>	<u>METHOD OF PAYMENT</u>	<u>DUE</u>	<u>TO WHOM PAYMENT IS TO BE MADE</u>
Initial Franchise Fee	\$25,000 (Note 1)	Lump Sum	At signing of Franchise Agreement	Outside Scoop
Training Fee	\$5,000 (Note 1, 13)	Lump Sum	At signing of Franchise Agreement	Outside Scoop
Travel & Living Expenses While Training	\$500 per day for onsite training per trainer, plus actual cost of hotels, airlines, and mileage.	As Incurred	During Training	Airline, Hotels, Mileage
Real Estate	<p>Outside Scoop Franchise With Retail Storefront (~1,500-3,000 square feet)</p> <p>Outside Scoop Franchise Without Retail Storefront (~300-500 square feet)</p> <ul style="list-style-type: none"> • Lease Cost: \$20-\$35 per square foot, dependent on market. • Purchase Cost: \$200-\$400 per square foot, dependent on market. <p>(Note 2)</p>	<p>Lease: Payment Due Monthly (As Incurred); Deposit may be due when lease agreement signed (Lump Sum).</p> <p>Purchase: Mortgage Due Monthly (As Incurred); Down payment may be due when purchase agreement signed (Lump Sum).</p>	<p>Lease: Payment Due Monthly; Deposit may be due when lease agreement signed.</p> <p>Purchase: Mortgage Due Monthly; Down payment may be due when purchase agreement signed.</p>	Owner of Real Estate or Bank
Leasehold Improvements/Building (if you do not own building for retail storefront)	\$200,000 - \$325,000 (Note 2)	As Incurred.	Before Opening	Contractors doing work

New Construction/remodel (if you own building for retail storefront)	\$200,000-\$325,000	As Incurred	Before Opening	Contractors doing work
Truck (Fully Equipped) (if you have a truck)	\$105,000 - \$135,000 (Note 3)	Lump Sum	Before Opening	Outside Scoop
Retail Storefront Equipment (if you have a retail storefront)	\$150,000-\$200,000 (Notes 4, 5)	Lump Sum	Before Opening	Designated and other Equipment Suppliers
Point of Sale System (i.e. Square)	\$1,000 - \$2,000 (Note 6)	Lump Sum	Before Opening	Point of Sale Vendor
Signs	\$3,000-\$10,000 (Note 7)	As Incurred	Before Opening	Sign Suppliers and Designated Suppliers
Truck Opening Inventory (if you have a truck)	\$15,000-\$30,000 (Note 8)	As Purchased	Before Opening	Designated Suppliers and Outside Scoop
Retail Storefront Opening Inventory (if you have a retail storefront)	\$20,000-\$40,000 (Note 8)	As Purchased	Before Opening	Designated Suppliers and Outside Scoop
Permits and Licenses	\$2,000 - \$3,000	Lump Sum	Before Opening	Governmental entities
Advertising	No minimum requirement. Recommend at least \$2,500 for launch advertising. (Note 9)	Lump Sum	Ongoing if Applicable	Advertising company
Insurance	Truck - \$2,500-\$10,000 Retail Storefront - \$5,000-\$12,000 (Leased Store) Worker's Compensation - \$3,500 (Note 10)	As Purchased/ Annually	Before Opening	Insurance Company(ies)
Additional Funds (Working Capital) (3 mo. – 6 mo.)	\$25,000-\$50,000 (Note 11)	As Incurred	As Incurred	Employees, Suppliers, Utility Deposits, Other Deposits
Music Licensing (PRO Licenses)	\$250-\$1000 per year	Annually	Before Opening	Licensing Companies

Drive Thru Equipment (if you have a retail storefront)	\$5,000-\$15,000	As Incurred	Before Opening	Contractor or Equipment Supplier
Miscellaneous Costs	\$25,000-\$50,000 (Note 12)	As Incurred	Before Opening	Various

TOTAL INITIAL INVESTMENT: \$222,000 - \$2,200,000

Notes:

- (1) We do not finance any fee.
- (2) We do not require you to build or purchase property to establish your retail storefront Outside Scoop Franchise but you have the option to do so. You may lease an already existing space. An Outside Scoop retail storefront may range from approximately 1,500 to 3,000 square feet. Refunds of any deposits or costs will depend on your lease with the building owner. The lease/ real estate cost depends on factors such as location, size, market area and the building's physical condition. Under a lease, it is common for the owner to require a deposit of the first and last month's rent which may be refundable if the building is undamaged when your lease ends.
- (3) We do not require that you purchase a truck for your retail storefront Outside Scoop Franchise. However, if you choose to purchase a truck and operate a truck Outside Scoop Franchise, you shall purchase such truck from us. If you only operate a truck Outside Scoop Franchise, you must purchase/build or lease real estate to be used to store items for the truck. Such real estate may range from approximately 300 to 500 square feet. Refunds of any deposits or costs will depend on your lease with the building owner. The lease/ real estate cost depends on factors such as location, size, market area and the building's physical condition. Under a lease, it is common for the owner to require a deposit of the first and last month's rent which may be refundable if the building is undamaged when your lease ends.
- (4) Interior designs will be provided to you by us and the costs for following our designs will be paid by you. This includes, but is not limited to, costs to purchase and install counters, exhaust systems, light fixtures, paint, carpet, or tile. These costs are generally due immediately to the contractor doing the work and are not refundable.
- (5) Equipment for use in retail storefronts includes, but is not limited to, kitchen equipment, furniture, small wares, ice cream storage equipment, décor, and other equipment which must be purchased from designated suppliers approved by Outside Scoop.
- (6) The point of sale system must be purchased from a designated supplier. Some locations may require more than one system.
- (7) Sign expenses include the purchase of indoor and outdoor signs. Interior signs must be purchased from a designated supplier. Exterior signs must be purchased from a designated supplier. A local sign company may be hired to install the signs and may work

with your city on variances for placement of the signs. Sign suppliers and installers must be paid immediately and payment is normally not refundable.

- (8) Inventory items that must be purchased from us or our affiliate in order to open the Outside Scoop Franchise include such things as retail products with the Outside Scoop logo or other logos, i.e. paper products, t-shirts, sweatshirts and hats. Other items that must be purchased from us or our affiliate are ice cream, cones, cookie dough, and other retail products. All are purchased on a cash basis from us or our affiliate company and are not refundable. Disposable cups and some kitchen equipment must be purchased from a designated supplier.
- (9) Advertising before the Outside Scoop Franchise is opened depends on your market area. Initial advertising costs after opening depend also on your market area. Large metropolitan areas may require advertising in newspapers and on radio and television. Smaller communities may get to know your product and services with little advertising. All franchisees are required to advertise using social media, which includes, at a minimum, Facebook and Instagram.
- (10) Insurance costs depend on the truck and building's size, location and ownership. Annual premiums are typically due immediately to the insurer with partial refunds if you should cancel your insurance.
- (11) Your initial start-up expenses include payroll costs. These figures are estimates. We cannot guarantee you will not have additional expenses starting your business. Your costs will depend on factors such as: how you follow our methods; your management skill; your business experience; local economic conditions; local market for our product; prevailing wage rate; competition; and sales levels reached during the initial period.
- (12) Includes utility costs, incorporation or professional service fees such as attorney's or accountant's fees.

We relied on the experience of Outside Scoop in years prior to when Murphy Ice, Inc. purchased certain assets of the business in compiling these figures. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

- (13) Franchisee understands that operating an Outside Scoop Franchise requires knowledge and skill. Franchisee agrees it will not operate an Outside Scoop Franchise if, in the opinion of the Outside Scoop, Franchisee has not learned or acquired the proper knowledge and skills to conduct the Outside Scoop Franchise. In the event Outside Scoop makes such a determination, Franchisee and Outside Scoop agree to enter into good faith negotiations to retrain Franchisee which may be at Franchisee's expense.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase the following items or services from the suppliers listed below. These designated suppliers all conform to and are a part of our standard specifications:

Goods	Designated Supplier
Ice Cream	Murphy Ice Manufacturing, LLC
Edible cookie dough, cookies, ice cream pies, ice cream sandwiches, toppings and sauces, holiday items, and more	Murphy Ice Manufacturing, LLC
Waffle cones, waffle bowls, waffle chips, waffle batter, whipped topping	Franchisee will make these items
Menus, retail products, store décor, freezer bags, and small wares	Murphy Ice Manufacturing, LLC
Retail/Clothing products with logos	Murphy Ice Manufacturing, LLC
Food products / paper products / kitchen equipment / utensils / small wares	Murphy Ice Manufacturing, LLC, Sysco, or Des Moines Paper
Drink products	Approved supplier
Menu boards	Signarama
Menus and all printing products	Murphy Ice Manufacturing, LLC
Point of Sale (P.O.S.) System	Square
Exterior Signs/Interior Signs/Window Graphics/Marketing Boards/Installation	Signarama
Payroll Software	Homebase
Furniture, wall decorations, bar tops, bar stools, table tops, trash enclosures, chairs, merchandise	Approved supplier
Installation of P.O.S. system, routers and configuration and computer hardware and software.	Approved supplier
Freezers	C-Plus or approved supplier
Credit Card Processing through 24/7 and set up	Square
Architect	Approved supplier
General Contractor	M2 Contracting or approved supplier

Project Management	Murphy Ice Manufacturing, LLC
Franchise Development	Murphy Ice Manufacturing, LLC
Audio Music Video	Approved supplier
Drive Thru Equipment and headsets, installation	Approved supplier
Nutrition Information	Murphy Ice Manufacturing, LLC
Misc Food and Retail Items	Murphy Ice Manufacturing, LLC or approved supplier
Kitchen Equipment Installers and Maintenance, linen services	Approved supplier
Online order app and set up	Murphy Ice Manufacturing, LLC, DoorDash, or Approved supplier
Marketing Materials	Must be approved by Murphy Ice Manufacturing, LLC

We negotiate with various suppliers who are approved or revoked on the basis of service and delivery, pricing, products' quality and business reputation. We will notify you within 30 days of any changes in designated suppliers.

Murphy Ice Franchising, LLC receives revenues from sales of ice cream. Its total revenue in 2024 from required purchases was approximately \$1,500,000.00. This number was calculated using sales data from before Murphy Ice Franchising, LLC began offering franchises and was based on Murphy Ice Franchising, LLC likely receiving approximately 10% of the sales as its estimated total revenue. Murphy Ice Franchising, LLC expects it will generate revenue equal to approximately 10% of the total sales of each franchisee in the coming years. These figures are only estimates. We give no assurance that these figures will reflect the actual revenue Murphy Ice Franchising, LLC will receive from required purchases.

If you wish to purchase goods and services from suppliers not approved by us, you must first notify us in writing with a Request Form. We may ask you to submit samples to us for review. Based on the information and samples you supply to us, we will review the items supplied and the proposed supplier. If the supplier is approved by us, we will give you notice in writing. Our review normally is completed in 30 days. **(Franchise Agreement Section 26)**

You do not receive any discount, rebate or other type of monetary remuneration for using designated or approved sources. You do not receive any material benefit such as renewal or granting additional franchises based on your use of the designated or approved sources. We may negotiate special prices with our equipment or other suppliers for your benefit.

You must have insurance from the company of your choice covering worker's compensation, products liability, property damage, and automobiles. **(Franchise Agreement Section 13).**

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligation in the Franchise Agreement and in other items of this disclosure document.

	Obligation	Section in Franchise Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	6.F	7;11
b.	Pre-opening purchases/leases Architect/engineering fees	6.I & 6.A	7;8
c.	Site development and other pre-opening requirements	1.B	6; 7; 11
d.	Initial and ongoing training	6.E	11
e.	Opening	1.B	None
f.	Fees	2.A, 6.B, 6.E, 6.G, 20.A	5;6
g.	Compliance w/standards and policies/operating manual	6.A, 6.F, 6.H, 6.I, & 6.J	11
h.	Trademarks and proprietary information	1.A, 3, 4, & 9	13; 14
i.	Restrictions on product/services offered	6.H, 6.I, 8.B, & 16	8; 16
j.	Warranty and customer service requirements	None	None
k.	Territorial development and sales quotas	1.A & 5	12
l.	Ongoing product/service requirements	8	8
m.	Maintenance, remodeling & appearance requirements	6.F & 19	7
n.	Insurance	13	7
o.	Advertising	11	6, 7, 11
p.	Indemnification	12	None
q.	Owners participation/ management/staffing	8	15
r.	Records & Reports	7.A	None
s.	Inspection/Audits	7.B & 8	None

	Obligation	Section in Franchise Agreement	Item in Disclosure Document
t.	Transfer/Assignment	14	17
u.	Renewal	20	17
v.	Obligations after termination	9, 10, & 19	17
w.	Non-competition covenants/promises	10	17
x.	Dispute Resolution	22	None
y.	Personal Covenants	9, 10, 12, 16, & 19	15
z.	Minimum Performance Requirements	5	12

ITEM 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases or obligations.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Before you open your business, we or our designated supplier, will:

- (1) Assist you with the purchase, installation and operation of equipment (**Franchise Agreement Section 6.A**) site selection, construction design, budgeting, schedule, and floor plans. (**Franchise Agreement Section 6.F**)
- (2) Provide you with fixture and equipment specifications, a list of miscellaneous equipment and supplies necessary for the businesses operation, and a list of the designated suppliers. (**Franchise Agreement Section 6.A and 6.L**).
- (3) If you will operate a truck Outside Scoop Franchise, we shall provide you with a fully furnished and equipped truck. (**Franchise Agreement Section 6.G**)
- (3) Provide you with a copy of our Operations Manual and Employee Handbook which contain our standards and procedures. (**Franchise Agreement Section 6.J**). These materials are confidential and remain our property. We may modify the materials, but the modification will not alter your status and rights under the Franchise Agreement. The table of contents of our Operations Manual and Employee Handbook are attached as Exhibit B.

(4) Provide you a mandatory training program which includes a minimum of 50 hours of training to take place before opening your Outside Scoop Franchise. The training will occur at a designated training facility (as determined by Outside Scoop). For purposes of clarity, the training is mandatory.

<u>SUBJECT</u>	<u>INSTRUCTIONAL MATERIAL</u>	<u>CLASSROOM TRAINING HOURS</u>	<u>ON-JOB TRAINING HOURS</u>	<u>INSTRUCTOR</u>	<u>INITIALS</u>
Scooped Ice Cream Preparation	Employee Handbook & Operations Manual	0	2		_____
Food Preparation	Employee Handbook & Operations Manual	1	3		_____
Daily Operations including cleaning (serve safe), customer service	Employee Handbook & Operations Manual	2	24		_____
People Factor- Employees/ Customers	Employee Handbook & Operations Manual	1	3		_____
Point of Sale System	Employee Handbook & Operations Manual	1	2		_____
Miscellaneous	Employee Handbook & Operations Manual	1	2		_____
Back Office	Employee Handbook & Operations Manual	2	1		_____
Sales and Marketing	Employee Handbook & Operations Manual	4	1		_____
Total		12	38		

You will be charged \$5,000 for this training and you must pay your own and your employee's travel and living expenses.

Two weeks before you open your business, we will provide training at your Outside Scoop Franchise that will cover the subjects listed above. **(Franchise Agreement Section 6.E).**

The training programs may be shortened or lengthened at our discretion depending upon your previous experience. We have written requirements that you or a person chosen by you complete the training program to our satisfaction.

(5) Provide you with recipes and other techniques for proper preparation, sale and service of drink or food items. **(Franchise Agreement Section 6.H)**

(6) Designate suitable sources of raw materials and other supplies for preparation, service and sale of drink or food items conforming to our standard specifications. **(Franchise Agreement Section 6.I)**

During the operation of the franchised business, we will:

(1) Send our supervisors to personally visit your Outside Scoop Franchise to advise or consult with you and your key people. You may call us for advice at any time for no extra charge. **(Franchise Agreement Section 6.K)**

(2) Permit you to use all of our registered or unregistered trademarks, trade names, trade dress, trade secrets, logos and business features in the operation of your business. **(Franchise Agreement 1.A)**

You may develop advertising for your own use at your own cost, but only with our approval. We are not required to advertise in your territory, unless we have determined to conduct area, regional or nationwide advertising in your Outside Scoop Franchise's area. Since we have a web page on the internet, we require that you do not advertise on the World Wide Web other than through the yellow pages, Facebook, Twitter and other social media.

You select the site of your Outside Scoop Franchise retail storefront within your exclusive area subject to our approval. Our approval will not be unreasonably withheld. We may assist you in determining whether a particular site will be acceptable. In evaluating a site, we consider population and area's demographics, traffic count, accessibility, availability of utilities, and zoning. We will either approve or disapprove the site within 30 days after it is submitted to us. If we disapprove a site, you may submit other proposed sites until we approve one. Your selection of a site should be final within 15 to 30 days contingent on how you update us during the site selection.

It is expected that you will be able to open your Outside Scoop Franchise 6 months to 1 year after you sign a franchise agreement. The factors that affect this time are the ability to obtain a lease, building, obtaining local or state permits, or delayed installation of equipment, fixtures or signs. You must open the Outside Scoop Franchise within 1 year from signing the franchise agreement. **(Franchise Agreement Section 1.B)**

The point of sale system (P.O.S.) is a touch screen system. All orders are entered on and taken from the P.O.S. The system is cloud based. If we have company-wide specials, we can change your screens from our home office to reflect menus and prices. The system is purchased through our designated supplier described in Item 8 above. When you receive the P.O.S. system,

it is already programmed and ready to operate, and may be put into a training mode for your use. A credit card swipe and EMV reader is built into the P.O.S. You will have a separate contract/agreement with the designated supplier to provide 24/7 upgrades to the system and support to you. The annual fee for these upgrades and support is \$1,000 - \$2,000 per year paid directly to designated supplier listed in Item 8.

You may obtain orders from DoorDash. All orders are entered on and taken from a DoorDash application. You will have a separate contract/agreement with DoorDash to provide 24/7 upgrades to the system and support to you. The annual fee for these upgrades and support is \$1,000 - \$2,000 per year paid directly to DoorDash.

You must have high speed internet and a dedicated phone line, voice mail, and a fixed internet protocol (IP) address.

We have the right of unrestricted access to your business data and materials supporting your monthly and annual reports. **(Franchise Agreement Section 7.B)**

You are solely responsible for conforming the retail storefront and truck to all codes and ordinances, including any fire code requirements, health department requirements, local municipality requirements, event permitting requirements, the Americans with Disabilities Act (the "ADA"), and obtaining all other required permits and approvals. We do not provide assistance with conforming the retail storefront or truck to codes and ordinances, including the ADA or obtaining permits. **(Franchise Agreement Section 8.C)**

ITEM 12

TERRITORY

You will receive one or more territories in which you will have the exclusive right to operate one or more Outside Scoop Franchises. Your Outside Scoop Franchise can consist of one or more trucks, one or more retail storefronts, or a combination of one or more trucks and one or more retail storefronts. If your Outside Scoop Franchise consists only of one more trucks, you must have at least a 300 to 500 square foot physical location in which to store your Outside Scoop Franchise related equipment and inventory. Additionally, if your Outside Scoop Franchise consists only of one or more trucks, you may be required to open a retail storefront within a specified timeframe. Such information can be found in your Franchise Agreement. All Outside Scoop Franchises must have a physical location with an address. Such physical location or address must be approved by us. Territory size is negotiable depending on various things such as size of a city, retail storefront location, or truck location, and the territory's demographics. The territory for one Outside Scoop Franchise is described as a circle having a radius of two to ten miles with the Outside Scoop Franchise located at the circle's center. You do not receive the right to acquire additional franchises or open additional Outside Scoop Franchises in your territory, unless you execute additional agreements with us. There are no restrictions on the number of customers you may seek, except for any local or state restrictions.

You may relocate your Outside Scoop Franchise retail storefront in your territory, but only with our written approval.

You are not restricted from selling Outside Scoop Franchise products and services to customers residing outside your territory, so long as such customers approach you independently. If your Outside Scoop Franchise consists only of one or more trucks and you wish to move your one or more trucks outside of your territory and sell Outside Scoop Franchise products and services outside of your territory, you must receive our approval and meet our requirements. You may request approval for such activity using a Request Form.

Except when advertising cooperatively with appropriate franchisees, you are restricted from advertising or soliciting business outside of your territory without prior written consent from us. You may not engage in any mail order solicitations, catalog sales, telemarketing, Internet, or television solicitation programs or use any other advertising media outside of your territory without prior written approval.

You must meet the following minimum performance requirements specified in the Franchise Agreement. After the first year of operation of an Outside Scoop Franchise, you must achieve annual gross sales of at least \$250,000. For purposes of the minimum performance requirements, a year of operation is the 12 month period beginning on the first date of operation of an Outside Scoop Franchise and each anniversary of that date. However, if the first date of operation is not the first day of the month, a year of operation will be the 12 month period beginning on the first day of the calendar month after the first day of operation and each anniversary of that date.

If you fail to achieve the minimum performance requirements for a year of operation, we may notify you of the failure. If you fail to achieve the minimum performance requirements again the following year of operation or if you are not in compliance with the minimum performance requirements at the time of renewal, then we may, by written notice to you, elect to: (i) require you to enter into a performance improvement plan; (ii) reduce your territory (the reduced territory will be determined by us in our sole discretion); (iii) offer to renew your Franchise Agreement at the end of its term based on a reduced-in-size territory as determined by us in our sole discretion; and/or (iv) refuse to renew your Franchise Agreement at the end of its term. These remedies are in addition to any other remedies we have under your Franchise Agreement.

We can solicit or accept orders from consumers within a franchisee's territory. However, we will not operate stores or grant franchises for a similar or competitive business within your area, without your approval.

We retain the right, in our sole discretion, to offer goods and services identified by brands we control through channels of distribution other than through Outside Scoop Franchises to locations and customers located anywhere, including those residing in your territory. We also reserve the right to sell goods through mail order, catalog sales, telemarketing, Internet, television, newspaper, and any other advertising media to consumers located anywhere, including within your territory.

We have no right to modify your territory because of changes in the area such as population increase.


We do not plan to franchise any other business that would sell the ice cream, food or offer services similar to the Outside Scoop Franchise.

ITEM 13

TRADEMARKS

We grant you the right to operate a retail storefront and/or a truck serving ice cream and other related products under the name "The Outside Scoop". **(Franchise Agreement Section 1.A)** You may also use our other current or future trademarks/service marks to operate your Outside Scoop Franchise. By trademark, we mean trade names, trademarks, service marks and logos used to identify your Outside Scoop Franchise’s goods and services.

The following trademarks are registered on the United States Patent and Trademark Office Principal Register:

Trademark	Registration #	Class	Registration Date
THE OUTSIDE SCOOP	7,466,099	30;43	August 6, 2024
	7,466,140	30;43	August 6, 2024

You must follow our rules when you use these trademarks. You cannot use a name or mark as part of a corporate name or with modifying words, designs, or symbols, except for those which we license to you. You may not use the trademarks in connection with the sale of any unauthorized product or service, or in a manner that we have not authorized in writing.

There are no agreements that limit our right to use or license the use of our trademarks.

You must notify us immediately when you learn about an infringement of or challenge to your use of the trademarks. We will take any action that we think appropriate. We will reimburse you for any liability you incur in connection with an infringement claim made against you and us, together or individually. **(Franchise Agreement Section 12.A.)**

If we were ever directed by judicial order or by agreement in order to avoid litigation to cease to use the name "The Outside Scoop", we have the right to require you to change the name of your Outside Scoop Franchise to another name of our choice by giving you 60 days written notice of the name change. **(Franchise Agreement Section 4)**

You must modify or discontinue the use of a trademark if we modify or discontinue using it. If this happens, we will reimburse you for your tangible costs of compliance (for example, changing signs). You must not directly or indirectly contest our right to our trademarks, trade secrets, or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of the trademarks.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You can use the proprietary information in the Operating Manual and Employee Handbook. The Operating Manual and Employee Handbook are described in Item 11. Item 11 also describes limitations on the use of these materials by you and your employees. You must also promptly tell us when you learn about the unauthorized use of this proprietary information. We are not obligated to take any action, but we will respond to your notification of unauthorized use as we think appropriate. We will indemnify you for any loss you sustain as a result of any action brought by a third party concerning your use of this proprietary information.

All advertising that may be provided to you by us for use in connection with the Outside Scoop Franchise has been copyrighted although no registrations have been obtained for copyrights. We do not know of any infringing uses that could materially affect your use of our copyrights. If we add, modify or discontinue the use of an item or process covered by a copyrighted item, you must also do so.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that you personally supervise the Outside Scoop Franchise, or if you are a partnership, corporation, limited liability company, that one of your principals supervise the Outside Scoop Franchise. You may choose a manager who has completed our training program to help supervise on-premises the day-to-day operation. **(Franchise Agreement Section 8.A)**. We do not require you to place any restrictions on your manager. You are expected to devote your best effort to develop, establish, maintain and promote the business operation. You will be responsible for the proper operation of the business. **(Franchise Agreement Section 8.A)**.

The manager need not have an ownership in a corporate or partnership franchisee agreement.

All persons affiliated with you and your Outside Scoop Franchise must sign our Personal Covenants Agreement **(Exhibit 6 to the Franchise Agreement)**.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

In the Outside Scoop Franchise, you may not offer or sell drink, food, or retail or clothing items which are not in compliance with our product specifications and menu. You cannot serve any other item without our consent. **(Franchise Agreement Section 8.B)**. We have the right to

add, change, or to delete our products or services that you are required to offer. There are no limits on our rights to do so. There are no restrictions regarding customers.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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	Summary
a.	Term of franchise	15	Initial term of 5 years.
b.	Renewal	20	If you are in good standing and you agree to upgrade all software, hardware, physical assets, and equipment deemed necessary by Outside Scoop at your expense, you can renew for 5 years. Failure to make the necessary upgrades may result in a termination of the franchise by Outside Scoop.
c.	Requirements for you to renew	20	You give us 6 months notice, sign new agreement, pay fee
d.	Termination by you	19	You give us 90 days notice or you give 60 day's notice of breach of contract by us and we do not cure breach
e.	Termination by us without cause	None	None
f.	Termination by us with cause	19	We can terminate if you default
g.	"Cause" defined – defaults which can be cured	19B(2), 19B(8), 19B(9), & 19B(10)	You have 30 days to cure: disregard for operation of business, defaults under agreement, fails to upgrade equipment and software before renewal date, failure to meet minimum performance requirements
h.	"Cause" defined – defaults which cannot be cured	19B(1), 19B(3), 19B(4), 19B(5), 19B(6), & 19B(7)	Non-curable defaults: abandonment, bankruptcy, unauthorized transfer, unauthorized use of trademarks, false representation to us, 3 consecutive non-payment of fees in 12 months
i.	Your obligations on termination/non-renewal	9, 10, & 19	Payment of fees, cease use of our Proprietary Property and de-identification of your Outside Scoop Franchise.
j.	Assignment of contract by us	14.A	No restrictions on our right to assign
k.	"Transfer" by you – definition	None	None

	Provision	Section in Franchise Agreement	Summary
l.	Our approval of transfer by you	14.B & 14.C	You must have consent from us. In the event transfer is to corporation in which you or your principals own a majority interest you must still have our consent, approval of which will not be unreasonably withheld
m.	Condition for our approval of transfer	14.C	New franchisee qualifies; assumption of obligations by assignee; you have paid all fees, assignee completes training; new franchise agreement signed but fees remain for term of franchise; training & assignment fee paid; general release executed.
n.	Our right of 1 st refusal to acquire your business	14.D	We can match any offer for your business
o.	Our option to purchase your business	14.D	See n. above
p.	Your death or disability	14.D	See n. above
q.	Non-competition covenants during term of your franchise	10	No involvement in a business which competes with an Outside Scoop Franchise
r.	Non-competition covenants after the franchise is terminated or expires	10	Neither you nor any active participant in the franchise can compete with us or our franchisees for 24 months after termination or expiration
s.	Modification of the agreement	26	By mutual, written agreement
t.	Integration/merger	26	No prior agreements are considered a part of Franchise Agreement
u.	Dispute resolution	22	Mandatory Arbitration
v.	Choice of forum	22	Polk County, Iowa
w.	Choice of law	22	Iowa
x.	Class Action Law Suits	23	You may not be involved in a class action lawsuit in which we are named as a defendant.
y.	Reserve of right	6.E	It is anticipated Franchisee will be competent to open and run their ice cream shop after the mandatory training offered by Outside Scoop. If, in good faith, Outside Scoop does not believe Franchisee is capable of efficiently operating their ice cream shop and Outside Scoop informs Franchisee of

	Provision	Section in Franchise Agreement	Summary
			such belief, Franchisee agrees not to open their ice cream shop until approved by Outside Scoop.
z.	Change of Membership	14	Any change of franchisee membership or ownership must be approved by Outside Scoop.

* These states have statutes which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise:

ARKANSAS [Stat. Section 70-807],
CALIFORNIA [Bus. & Prof. Code Sections 20000-20043],
CONNECTICUT [Gen. Stat. Section 42-133e et seq.],
DELAWARE [Title 6, Section 2551 – 2556],
HAWAII [Rev. Stat. Section 482E-1],
ILLINOIS [815 ILCS 705/19 and 705/20]
INDIANA [Stat. Section 23-2-2.7],
IOWA [Code Section 537A.10],
MICHIGAN [Stat. Section 19.854(27)],
MINNESOTA [Stat. Section 80C.14],
MISSISSIPPI [Code Section 75-24-51],
MISSOURI [Stat. Section 407.400],
NEBRASKA [Rev. Stat. Section 87-401],
NEW JERSEY [Stat. Section 56:10-1],
NORTH DAKOTA [N.D. Cent. Code. Ann. Section 51.19.01- Section 51.19.17.],
SOUTH DAKOTA [Codified Laws Section 37-5A-51],
VIRGINIA [Code 13.1-557-574-13.1-564],
WASHINGTON [Code Section 19.100.180],
WASHINGTON DC [D.C. Code Ann. Section 29-1201],
WISCONSIN [Stat. Section 553].

These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits us to provide information about the actual or potential financial performance of our franchised and/or franchisor-owned business unit, 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) we provide the actual records of an existing outlet you are considering buying; or (2) we supplement the information provided in this Item 19, for example by providing information about possible performance at a particular location or under particular circumstances.

Outside Scoop franchisees are located in towns of various sizes in various states. We project that Outside Scoop franchisees will have sales ranging from \$300,000 to 3 million. These figures are only estimates of what we think you may earn. There is no assurance you'll do as well. If you rely upon our figures, you must accept the risk of not doing as well.

Bases

These sales figures are derived from the reported historical performance of the Outside Scoop before the business was franchised. These sales figures were achieved over calendar year 2024 and were based on sales of two retail store locations and six trucks in Iowa.

There is one (1) Outside Scoop franchisees in the entire Outside Scoop system, the geographic locations of which are identified above. For example, there is one (1) Outside Scoop franchisee in Iowa.

Assumptions

Our study measured all of the Outside Scoop franchisees' performance. The market where your Outside Scoop Franchise is located, however, may be in a smaller urban or suburban area than those of existing franchisees. Accordingly, the results achieved by these franchisees may not be typical for those in your area.

Further, each of the franchises studied has been in business at least one year. Our study and other financial information that forms the bases for our financial performance representation is available to you upon reasonable request.

ITEM 20

LIST OF OUTLETS

A list of Outside Scoop Franchises is attached as Exhibit C. See the following charts for the number of franchises at the end of each year for the last 3 years, the number of franchises which have been transferred, cancelled or have stopped doing business, the status of company-owned Outside Scoops, and the projected opening of new franchises.

A list of franchisees who had a franchise terminated, cancelled, not renewed or who voluntarily or involuntarily stopped doing business under their franchise agreement during the most recently completed fiscal year or who had not communicated with us within 10 weeks prior to fiscal year end is attached as Exhibit D.

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2022 TO 2024

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2022 TO 2024

STATE	YEAR	NUMBER OF TRANSFERS
Iowa	2022	0
	2023	0
	2024	0
Total	0	0

STATUS OF FRANCHISE OUTLETS FOR YEARS 2022 TO 2024

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS/ OTHER	OUTLETS AT END OF YEAR
Iowa	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Totals		0	0	0	0	0	0	0
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(1) Note: All numbers are as of December 31 for each year.

(2) The numbers in the “Total” column may exceed the number of stores affected because several events may have affected the same store. For example, the same store may have had multiple owners.

**STATUS OF COMPANY OWNED-OUTLETS
FOR YEARS 2022 TO 2024**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF YEAR
Iowa	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals		0	0	0	0	0	0

**PROJECTED OPENINGS
AS OF JANUARY 1 FOR 2025**

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY - OWNED OUTLETS IN THE NEXT FISCAL YEAR
Iowa	0	5	0
Minnesota	0	0	0
Missouri	0	0	0
Wisconsin	0	0	0
Illinois	0	0	0
South Dakota	0	0	0
Nebraska	0	0	0
Total	0	5	0

ITEM 21

FINANCIAL STATEMENTS

Our unaudited opening balance sheet is attached as Exhibit E. Outside Scoop has not been franchising its business for three years or more and cannot include all financial statements at this time.

ITEM 22

CONTRACTS

The agreements for use in this state regarding the offering of a franchise are attached as Exhibit A Franchise Agreement and include related attached agreements and documents.

ITEM 23

RECEIPTS

Receipts are the last 2 pages of this document.

EXHIBIT A

MURPHY ICE FRANCHISING, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is made effective _____, 2025, between Murphy Ice Franchising, LLC (“Company”), and _____ (“Licensee”).

Company is the exclusive owner of all business techniques, goodwill, recipes, trade dress, trademarks, and trade secrets (“Proprietary Property”) associated with an ice cream operation under the trademark, “THE OUTSIDE SCOOP” (“Licensed Business”) and has established a good reputation and public demand for such operation and its associated products.


Licensee desires, under the conditions in this Agreement, to establish and operate one Licensed Business under the guidance and permission from the Company.

In consideration of the money paid or to be paid and of the matters recited and their mutual promises,

IT IS AGREED by Company and Licensee as follows:

1. License:

- A. Company grants to Licensee during the term of this Agreement an exclusive license for use of Proprietary Property for the following trademarks (“Licensed Marks”) in conjunction with the operation of ___ retail storefronts and ___ trucks of the Licensed Business. Such retail storefronts are to be located in _____ (“Licensed Location”):

-  (Reg. No. 7,466,140);
- THE OUTSIDE SCOOP (Reg. No. 7,466,099);

The territory of Licensee’s exclusive right under this Agreement is defined in Exhibit 1 to this Agreement, but in no event shall be less than an area around Licensed Location with a radius of three miles.

- B. Licensee shall have one (1) year from the effective date of this Agreement to open Licensed Business at a location approved in writing by Company or this Agreement may be terminated at Company's option according to Section 19 of this Agreement.

2. Royalties:

- A. To secure its license, Licensee shall on a monthly basis throughout the term of this Agreement, pay Company a royalty/service fee of four percent (4%) based on monthly Gross Revenues of Licensed Business during the term of this Agreement. This royalty/service fee, in part, compensates Company for its continuing assistance to Licensee in the operation of Licensed Business.

Licensee further agrees to pay Company an eighteen percent (18%) penalty fee per month on all royalty/service fees which are not received by Company within thirty (30) days of their due date.

- B. Gross Revenues as used in this Agreement means the entire amount of the receipts from all business conducted in or from Licensed Business, including all beverage and food sales and other products or services such as vending machines, coin or token operated amusement devices, delivery fees, legal gaming devices and pay telephones without taking any deduction for operators' percentages or any other deductions whatsoever for sales at Licensed Business, but will not include (1) any credit card fee revenue or (2) any sums collected and paid out for any sales or excise tax imposed by any governmental authority.
- C. Company will have the unqualified right at any reasonable time to examine or audit Licensee's books, records and correspondence and to make copies. If any such examination or audit discloses a deficiency in any payment due to Company, Company will give notice of the deficiency to Licensee and Licensee must pay the amount of the deficiency within ten (10) days of receipt of the notice. In addition, if any audit shows that Gross Revenues of Licensed Business for any monthly period exceeded the sum reported by Licensee to Company for that period by more than two percent (2%), Licensee must reimburse Company for the reasonable cost of the examination or audit within thirty (30) days of being invoiced for the examination or audit.

3. Retention of Interests: Company will retain all ownership of Proprietary Property, and Licensee will have no claim or right to Proprietary Property except as expressly authorized under the provisions of this Agreement.

4. Control of Name: Licensee will identify and operate the Licensed Business by including "The Outside Scoop" in the name of the Licensed Business, but will not, without the express written consent of Company, make any other use of such name. Licensee agrees that all of its uses of the Licensed Marks will be in accordance with Company's specifications and will be family friendly, appropriate for all ages, without profanity, suggestive nudity, graphic or realistic

violence, or sexual persuasions. In the event Company is directed to cease use of the name “The Outside Scoop” either by judicial order or in accordance with the terms of an agreement to avoid litigation, Company shall have the right to require Licensee to change the name of Licensed Business to the name of Company’s choice by giving Licensee a sixty (60) day written notice of such name change. Licensee and its affiliates must not use any part of any of the Licensed Marks or any words similar to any of the Licensed Marks in any trade name, corporate name, limited liability company name, partnership name, or any other name without Company’s prior written approval. Where required or permitted by applicable law, Licensee may register as carrying on a business under the terms of this Agreement using an assumed or fictitious name of “The Outside Scoop #1”. Licensee and its affiliates must not use any part of the Licensed Marks or words similar to the Licensed Marks as a business name, except as Company authorizes by written agreement.

5. Minimum Performance Requirements:

- A. After the first year of operation of the Licensed Business, Licensee must achieve annual gross sales of at least Two Hundred and Fifty Thousand Dollars (\$250,000). For purposes of this Section, a year of operation is the 12 month period beginning on the first date that Licensee begins operation of the Licensed Business and each anniversary of that date. However, if the first date of operation is not the first day of the month, a year of operation will be the 12 month period beginning on the first day of the calendar month after the first day of operation and each anniversary of that date.
- B. If Licensee fails to achieve the minimum performance requirements for a year of operation, Company may notify Licensee of the failure. If Licensee fails to achieve the minimum performance requirements again the following year of operation or if Licensee is not in compliance with the minimum performance requirements at the time of renewal, then Company may, by written notice to Licensee, elect to:
 - (1) Require Licensee to enter into a performance improvement plan;
 - (2) Reduce the territory (the reduced territory will be determined by Company in its sole discretion);
 - (3) Offer to renew this Agreement at the end of its term based on a reduced-in-size territory as determined by Company in its sole discretion; and/or
 - (4) Refuse to renew this Agreement at the end of its term.

- C. The remedies in this Section are in addition to any other remedies of Company under this Agreement.

6. Service and Fees:

- A. Where necessary, Company agrees to provide Licensee with architectural specifications for Licensed Business and the assistance, guidance and supervision required to purchase, install and effect proper initial operation of all equipment, fixtures, furniture and other essential items in the Licensed Location necessary for the establishment of Licensed Business in conformity with the standard specifications established by Company ("Standard Specifications"). Licensee must hire an independent architect/engineer, approved by Company, to review and approve Company's architectural specifications at Licensee's expense.
- B. To recompense Company for its assistance to Licensee in preparation for the commencement of business by Licensee and establishment of Licensed Business, Licensee will pay Company a nonrefundable initial fee of Twenty – Five Thousand Dollars (\$25,000) upon the signing of this Agreement.
- C. Licensee shall execute the additional applicable agreements as specified in Exhibit 4 to this Agreement and shall operate in accordance with the terms set forth on Exhibit 4 to this Agreement.
- D. Licensee shall require all individuals having an equity interest in the Licensed Business and all of Licensee's directors and officers to sign the Personal Covenants Agreement shown in Exhibit 6.
- E. One to two months prior to the opening of the Licensed Business, Company will provide a minimum of 50 hours of training at one of the Company's designated training facilities for key personnel of Licensee. The designated training facilities are in Ankeny, Iowa. The length of the initial training period is at the discretion of Company dependent upon the prior experience of Licensee and its personnel. Training will be provided at a charge of Five Thousand Dollars (\$5,000) due to Company, by Licensee, at least two weeks before training is scheduled to begin. Licensee must provide travel and living expenses of Licensee and its key personnel. Key personnel will include at least Licensee's designated representatives. Two weeks prior to opening of the Licensed Business, Company will provide training at Licensed Location. For purposes of clarity, Company will provide two weeks of training at Licensed Location and will pay for Company's living expenses. If, in good faith, Company does not believe Licensee is capable of efficiently operating the Licensed Business after such training as provided in this Section, and Company

informs Licensee of such belief, Licensee agrees not to open their Licensed Business until approved by Company.

- F. With respect to the site and building of retail storefront(s) of the Licensed Business, Company will provide assistance in site selection, construction related documents, periodic construction inspections, construction schedule, floor plan, and budgeting for construction and approval of building plan. Company will further provide a review of lease exhibits and business plan. Licensee agrees that if the Licensed Business includes real estate, Licensee shall have possession of such real estate at least two months before opening the Licensed Business.
- G. With respect to the one or more trucks of the Licensed Business, Company shall furnish an equipped truck for Licensee and Licensee agrees to purchase said truck from Company for approximately One Hundred and Five Thousand Dollars to One Hundred and Thirty Thousand Dollars (\$105,000-\$130,000).
- H. Company will furnish Licensee with the recipes and other directions for the proper preparation, service and sale of all drink or food items according to the Standard Specifications.
- I. Company will designate for Licensee suitable sources of raw materials and other supplies for preparation, service and sale of drink or food items in conformity with Standard Specifications. Such sources will constitute a part of the Standard Specifications.
- J. Company will provide to Licensee the Company's Operations Manual and Employee Handbook describing the proper operation of the Licensed Business and the conduct of its employees in accordance with Standard Specifications.
- K. Company's supervisory personnel or its designees will, with reasonable frequency, personally inspect Licensed Business without further charge to Licensee and will be available for consultation at Licensee's request. If, however, unnecessary trips by Company's supervisory personnel or its designees are required because Licensee is not in compliance with this Agreement, Licensee will reimburse Company for costs of the unnecessary trips, such costs including, but are not limited to, travel, lodging, and meals for the Company's supervisory personnel or its designees. For example, Licensee shall pay Company 50 cents/mile for every mile the Company's supervisory personnel or designees travel for the unnecessary trips. As another example, Licensee shall pay \$60/hour

for each of Company's supervisory personnel or designees for each hour the supervisory personnel or its designees spend during travel and spend at the Licensed Business, such hours not to exceed 10 hours/day. As yet another example, Licensee shall pay for hotel accommodations for Company's supervisory personnel or its designees.

- L. Licensee may purchase paper products, business furnishings, and services from undesignated suppliers, provided that such goods and services conform in quality to Company's Standard Specifications and approval and provided such undesignated suppliers are approved by Company. If Licensee desires to purchase such goods and services from undesignated suppliers, Licensee must fill out a Request Form in substantially the form shown in Exhibit 5, and then submit samples to the Company for testing to determine whether the goods and services comply with Company's Standard Specifications. The written approval of the Company must be obtained by Licensee prior to the time that any such goods and/or services are used/sold at the Licensed Business.

7. Reports and Examinations:

- A. Licensee will not later than the 15th day after the end of each month prepare and submit a monthly report of the Gross Revenues of Licensed Business; and not later than sixty (60) days after the end of each year prepare and submit to Company an unaudited annual report including a balance sheet and profit and loss statement.
- B. Company will have the right to examine at reasonable times all original records kept or maintained by or for Licensee and to exercise unrestricted access to all accounting and business data and materials supporting the monthly and annual reports required to be submitted by Licensee.

8. Conduct and Operation of Business:

- A. Licensee and its principals will devote their best efforts to develop, establish, maintain and promote Licensed Business in conformity with Standard Specifications. Company will have the right at reasonable times to enter and inspect Licensed Business and to view the conduct and operation of Licensed Business.
- B. Licensee will not be permitted to serve items that are not in Standard Specifications or have not been approved in writing by the Company.

- C. Licensee is solely responsible for conforming the Licensed Business to all applicable codes and ordinances, including any fire code requirements, health department requirements, local municipality requirements, event permitting requirements, the Americans with Disabilities Act (the “ADA”), and obtaining all other permits or approvals necessary for the Licensed Business to operate.
9. Confidentiality and Exclusivity: Licensee and its principals will not, either during or after termination of this Agreement, without the express written consent of Company, disclose to any other person any trade secrets or other business information of Company or allow use by any other person or make any use of any Proprietary Property of Company other than through the Licensed Business under the provisions of this Agreement. Licensee shall return all copies of Company's manuals and other Proprietary Property within thirty (30) days of termination of this Agreement.
10. Noncompetition: Licensee and its principals and anyone in active participation therewith will not, during the term of this Agreement and for a period of twenty-four (24) months after termination or expiration thereof, without the express written consent of Company, engage directly or indirectly in any business or other enterprise similar to Licensed Business or that is competitive with Company or with any other person under a like franchise with Company. Licensee and its principals will not, during the term of this Agreement, operate any business similar to Licensed Business at any place other than the Licensed Location except under a separate contract with Company.
11. Advertising:
- A. Company will have the right to accept or reject any sign incorporating the name, “The Outside Scoop” proposed or used by Licensee to identify Licensed Business and also to prescribe standards for any signs and will provide written approval of signage if acceptable. Licensee will have the right at its separate expense to advertise or to promote the name, "The Outside Scoop"; but Company will have the right to accept or reject the concept, content, format or theme of any advertisement or promotion proposed or used by Licensee and also to prescribe standards for any such advertisement or promotion.
 - B. Advertising before the Outside Scoop Franchise is opened depends on your market area. Initial advertising costs after opening depends also on your market area. Large metropolitan areas may require advertising in newspapers and on radio and television. Smaller communities may get to know your product and services with little advertising. Licensee is required to advertise using social media, examples of which include Facebook and Instagram. You may develop advertising for your own use at your own cost, but only with our approval. We are not required to

advertise in your territory, unless we have determined to conduct area, regional or nationwide advertising in your Outside Scoop Franchise's area. Since we have a web page on the internet, we ask that you do not advertise on the World Wide Web other than through the yellow pages, Facebook, Instagram and other social media.

12. Liability Claims.

- A. Company will fully indemnify Licensee for all liabilities arising from, or directly or indirectly in connection with, any infringement claim against both or either of Company and Licensee; but Licensee will give Company prompt and timely notice of any infringement claim made against Licensee alone.
- B. Licensee will fully indemnify Company for all liabilities arising from, or directly or indirectly in connection with, any claim involving Licensee or the Licensed Business and not included in Section 12(A) against both or either of Company and Licensee. Company and Licensee will promptly and timely give notice to each other of any claim made against either one involving Licensee or Licensed Business.

13. Insurance Coverages: Licensee will procure and during the term of this Agreement maintain all insurance as follows: General Liability at \$1,000,000 per occurrence with \$1,000,000 umbrella policy; business auto liability of \$1,000,000 (hired auto/non-owned auto insurance coverage); combined single limits, workers compensation and employer's liability \$100,000/\$100,000/\$500,000. Licensee will name Company, Murphy Ice, Inc., Murphy Ice IP, LLC, and Murphy Ice Manufacturing, LLC as additional insureds under its contracts or policies of products and public liability insurance and will furnish Company with the certificate or certificates of the insurer of such coverages. Such contracts or policies must also stipulate that Company shall receive a 10-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against Company, Murphy Ice, Inc., Murphy Ice IP, LLC, and Murphy Ice Manufacturing, LLC.

14. Assignment: This Agreement will be subject to the following limitations upon assignment:

- A. By the Company. This Agreement and the franchise is fully assignable by Company and shall inure to the benefit of any assignee or other legal successor to the interest of the Company.
- B. By Licensee. Licensee understands and acknowledges that the rights and duties created by this Agreement are personal to Licensee and its principals and that Company has granted the franchise in reliance upon the skill aptitude, attitude, business ability and financial capacity of Licensee

and its principals. Accordingly, Licensee will not without the express written consent of Company assign or otherwise transfer to any person any majority part of its interest under the provisions of this Agreement except to a corporation, trust or any other business entity in which Licensee or its principals own a majority interest.

C. Conditions For Approval of Assignment. If Licensee and its principals are in full compliance with this Agreement, Company shall not unreasonably withhold its approval of an assignment, provided that the proposed assignee is, in the opinion of Company, owned by principals of good moral character who have sufficient business experience, aptitude and financial resources to serve as a licensee of Company and otherwise meet Company's applicable standards for licensees and all of the following conditions are met:

- (1) All obligations of Licensee and its principals incurred in connection with this Agreement have been assumed by the assignee;
- (2) Licensee shall have paid such royalty/ service fees, amounts owed for purchases by Licensee from the Company and its affiliates, and any other amounts owed to the Company or its affiliates which are then due and unpaid;
- (3) The assignees shall complete the training program required of new licensees.
- (4) The assignee and its principals shall have executed and agreed to be bound by Company's then existing Franchise Agreement which shall provide for the same royalty/service fee required by this Agreement for a term equal to the remaining term of this Agreement;
- (5) Licensee gives Company a sixty (60) day advance written notice stating Licensee's intent to assign and provides Company with sufficient information to determine if the proposed assignee meets the Company's applicable standards for licensees;
- (6) Licensee or the assignee shall have paid a training and assignment fee to the Company in an amount equal to:

Fifty – Thousand Dollars \$50,000 for training at support center and at new licensee's location.

Any transfer or change of membership must be approved by Company, consent for which shall not be unreasonably withheld.

No transfer fee is due if Licensee transfers this license to a corporation or partnership in which Licensee owns a controlling interest if the transferee is a partnership or corporation in good standing in its home state. The License may be transferred without a transfer fee to Licensee's heirs in the event of Licensee's death. Licensee's heirs must give Company thirty (30) days written notice of the transfer.

- (7) Licensee and its owners shall have executed a general release in a form satisfactory to the Company of all claims against Company and its affiliates, officers, directors, employees and agents.

D. Company's Right of Refusal. If Licensee or its principals shall at any time decide to sell an interest in the Licensed Business or an ownership interest in Licensee that would result in a change of control, Licensee or its principals shall first obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit to the Company an exact copy of such offer. The Company shall have the right, exercisable by written notice delivered to Licensee or its principals within thirty (30) days from the date of delivery of a copy of the offer to the Company, to purchase such interest in the Licensed Business or such ownership interest in Licensee for the price and on the terms and conditions contained in such offer. If the Company does not exercise its right of first refusal, Licensee or its principals may complete the sale to such purchaser on the terms of such offer, subject to the Company's approval of the purchaser as provided above in this Section. If the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to the Company, or there is a material change in the terms of the sale, the Company shall again have the right of first refusal provided in this Agreement.

15. Term of Agreement: Unless terminated under other provisions, this Agreement will be in effect for a term comprised of an initial period of five (5) years following the effective date of this Agreement; but the term of this Agreement will be and remain subject to renewal as set forth in Section 20.
16. Confinement to Licensed Business. Licensee will not sell any drink or food items at retail or otherwise offer any drink or food items for consumption except from the Licensed Business and will not allow redistribution or resale of any drink or food items from any other place under the name, "The Outside Scoop", or other designation.
17. Nondisruption: Except for annual vacation (not to exceed two weeks), refurbishment, or other reasonable business purpose and except for any cause beyond its control, Licensee will not without the express written consent of

Company close or suspend its business operation or otherwise disrupt the public sale of drink or food items at retail at the Licensed Business.

18. Purchase of Equipment: The Licensee is required to purchase from an equipment supplier approved by Company all equipment necessary to properly make all drink or food items offered for sale at Licensed Business. New locations are required to purchase new equipment.

19. Termination:

A. By Licensee. If Licensee is in substantial compliance with this Agreement, Licensee may terminate this Agreement as follows:

- (1) By giving Company a ninety (90) day prior written notice of Licensee's intent to terminate this Agreement without cause; or
- (2) Upon a material breach by Company of this Agreement and a failure by Company to cure such breach within sixty (60) days after written notice of such breach is delivered to the Company.

B. By the Company. Company shall be entitled to terminate this Agreement and cancel the franchise granted upon the occurrence of any of the following (which shall be referred to as an "event of default"), provided that if such event of default is curable under this Section 19, Licensee fails to cure to Company's satisfaction within the time limits provided:

- (1) Any commencement of bankruptcy or other insolvency proceedings by or against Licensee or any one of its principals;
- (2) Any failure to conform to the minimum performance requirements described herein;
- (3) Any purported assignment or transfer of this Agreement, the franchise or an ownership interest in the franchise other than in accordance with the provisions of Section 14;
- (4) Licensee uses the Licensed Marks for any unauthorized purpose or otherwise materially impairs the goodwill associated with the Licensed Marks or makes any unauthorized disclosure or use of any know-how provided by Company;
- (5) Submission of a materially false financial report to Company, intentional misrepresentation by Licensee to Company in connection with obtaining this Agreement or in operating the franchise;

- (6) Licensee fails on three (3) or more separate occasions within any twelve (12) consecutive month period to pay when due any fee or amount required under this Agreement or for purchases made from Company or to otherwise comply with the terms of this Agreement or the procedures in the Operations Manual or Employee Handbook or any training materials provided by Company, regardless of whether such events of noncompliance are cured after notice from Company;
- (7) Voluntary abandonment of the franchise, including acts or omissions indicating a willingness, desire or intent to discontinue operating such business;
- (8) An obvious disregard for the operation of such business in accordance with Standard Specifications in this Agreement and in the Operations Manual/Employee Handbook or any training material provided by Company, including but not limited to failure to obtain or maintain licenses, registrations, or permits needed to operate the Licensed Business;
- (9) Licensee commits a material breach of, or defaults under the terms of, any agreement relating to the franchise;
- (10) Licensee fails to replace, repair, and/or upgrade software, hardware, equipment, and physical assets before the renewal date, such assets to be identified by Company approximately six (6) months before the date of renewal per Exhibit 3.

Upon an event of default, Company shall give Licensee written notice of the event of default which shall specify the grounds of default and, if applicable, inform Licensee of its right to cure and the time limits to cure.

Termination of this Agreement shall be effective: (i) immediately upon receipt of notice if such default is an event of default specified in Sections 19B(1), 19B(3), 19B(4), 19B(5), 19B(6) or 19B(7) above, to which no right of cure exists; or (ii) thirty (30) days after receipt of notice if such default is an event of default specified in Sections 19B(2), 19B(8), 19B(9) or 19B(10) above, and such default is not cured within the period.

In the event applicable state law requires that Licensee be given a longer period to cure a particular event of default than is otherwise provided in this Section 19, the statutory period for cure shall control and Company

shall not terminate this Agreement until: (i) Licensee has been notified of the statutory cure period in the written notice of default; and (ii) Licensee has failed to cure the event of default to Company's satisfaction within such statutory cure period.

- C. Upon termination of this Agreement for any reason by either Company or Licensee, Licensee shall immediately pay Company all fees and other amounts due to Company, cease use of all Company Proprietary Property and conduct De-Identification of Licensed Business as specified by Exhibit 2 to this Agreement and in the Operations Manual and/or Employee Handbook.

20. Renewal of Franchise.

- A. Licensee's Right to Renew. If, upon expiration of the initial term of this Agreement, Licensee has substantially complied with all the provisions of this Agreement and the Company in its sole discretion agrees to renew, Licensee shall be granted a renewal of the Agreement for an additional term of five (5) years upon the payment of a Twenty – Five Thousand Dollar (\$25,000) renewal license fee and the acceptance by Licensee of Company's then existing Franchise Agreement.
- B. Notice of Renewal. Licensee shall give Company written notice of its desire to renew at least six (6) months prior to the expiration of the initial term of this Agreement. If Company elects not to renew the Agreement, Company agrees to give Licensee written notice of such election at least six (6) months prior to the expiration of the Agreement.
- C. Renewal. To renew this Agreement, the Company, Licensee and its principals shall execute the standard form of the Franchise Agreement at that time used by Company with appropriate modifications to reflect that the Franchise Agreement relates to the grant of a renewal franchise, and payment of the renewal fee at the time of such execution shall be made by Licensee. Further, to renew this Agreement Licensee must upgrade, at Licensee's expense, all software, hardware, physical assets, and equipment deemed necessary by Company. This includes, but is not limited to, upgrading any point of sale system, operating systems, email systems, computer systems, and physical assets such as chairs, tables, and countertops (see Exhibit 3).

21. Relationship of Company and Licensee: Licensee will be and remain an independent contractor under this Agreement without any express or implied authority or power as agent or otherwise to act for or bind Company, and Company will have no liability or other responsibility to Licensee or to any other person or persons for financial or other commercial success of Licensee.

22. Governing Law; Disputes: This Agreement will be governed by and construed in accordance with the substantive laws of the State of Iowa without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in state or federal courts located in Polk County, Iowa. In the event Company and Licensee have a dispute under this Agreement, the parties shall submit the dispute to arbitration before a single arbitrator agreeable to both parties. If the parties cannot agree on an arbitrator within ten (10) days after the commencement of the arbitration, each party shall select an arbitrator, who is not employed by or a consultant to either party, and the two selected arbitrators shall select a third arbitrator, who is not employed by or a consultant to either party. Any arbitrator chosen hereunder must have reasonable educational training and industry experience relevant to the particular dispute. The arbitration will be held in accordance with the American Arbitration Association, Commercial Arbitration Rules and Mediation Procedures. The place of arbitration will be in Des Moines, Iowa. The non-prevailing party shall bear the parties' costs for the arbitration.
23. Maintenance of Class Actions: Licensee agrees that it will not bring, maintain, join, or allow itself to remain as a class member in, any class action lawsuit in which Company is named as a defendant. Company may, at its option, move for class certification pursuant to applicable federal or state statutes or rules in any litigation to which it is a party.
24. Notices and Addresses:
- A. Mailed Notice. Any express written notice or other communication required under the provisions of this Agreement will be effective and operative from the date of mailing when mailed with adequate postage to either party's then currently designated mailing addresses or by electronic communication.
- B. Mailing Addresses. The mailing addresses of Company and Licensee will be designated and may be changed.
- (1) The initial designated mailing addresses of Company and Licensee will be the following addresses:

Murphy Ice Franchising, LLC
2510 SW White Birch Dr. Suite 7
Ankeny, Iowa 50023
Telephone: 515-490-7019

LICENSEE

(2) Company and Licensee may change their designated mailing addresses by an express written notice given by one to the other at its then most recently designated mailing address.

25. Severability of Provisions. Should any provision of this Agreement be held invalid, illegal or unenforceable, that provision will be deemed restricted in application only to the extent required to render it invalid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes.

26. Whole Agreement; Amendments. This Agreement contains the parties' entire understanding except for additional written agreements and understandings that may be concurrent with or after this Agreement and signed by both Company and Licensee. To request an amendment to this Agreement, Licensee shall submit a completed written Request Form to Company that is substantially in the form shown on Exhibit 5. Such amendment shall not be deemed accepted until it is signed by both Company and Licensee.

MURPHY ICE FRANCHISING, LLC

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1 TO FRANCHISE AGREEMENT

TERRITORIAL RIGHTS

EXHIBIT 2 TO FRANCHISE AGREEMENT

MURPHY ICE FRANCHISING, LLC

De-Identification

Following are the items you will need to change for completing the de-identification of your Licensed Business. It is imperative that the de-identification immediately follows termination of your Agreement and before you begin conducting business thereafter.

Exterior (Remove and/or Replace)

- Outside Scoop signs
- Repaint truck and retail storefront (Cannot be the in the same color family as Outside Scoop's colors)
- Menu boards.
- All roadway directional signage and state highway signage.

Interior (Remove and/or Replace)

- All table tops.
- Merchandise.
- Repaint all walls. Cannot use Outside Scoop similar type paint colors.
- All painted sayings on walls.
- All retail items.
- Anything that bears the "The Outside Scoop" trademarks and any other trademarks and trade dress of the Company.
- Interior menu boards.
- Remove Outside Scoop P.O.S menu.
- Delete and/or remove P.O.S software from P.O.S system; Reprogram inventory in P.O.S.
- Removal and return to Company all training materials, Operations Manuals, Employee Handbooks, and any other written Proprietary Property.
- Removal of all files and Outside Scoop related items from computers.

EXHIBIT 3 TO FRANCHISE AGREEMENT

MURPHY ICE FRANCHISING, LLC

Upkeep, Preventive Maintenance, Cleaning, Facelift, Remodel, Transfer, Change of Control

Upkeep and improvements of your property is important for you, your team and customers. As your business ages the use of furniture, fixtures, equipment and the physical appearance of your business deteriorates. Continuous preventive maintenance on furniture, fixtures, equipment and property, replacing filters, not only cleaning but deep cleaning and repairing things before they get beyond repair will save you thousands of dollars. Failure to maintain proper condition of equipment may: 1) result in a fine of an amount of what the repairs would be to bring the store/truck up to date; and/or 2) termination of this Agreement. Six months prior to resigning your franchise agreement, Company will perform a comprehensive audit of your property to review your physical assets and see what needs to be replaced, repaired and upgraded. You will have to the date of your renewal to complete the upgrades. Also, in the event of a transfer of ownership, Company will do an evaluation of your property and operations and you will be responsible for all costs associated with such an evaluation. Anything out of date must be updated prior to transfer. Additionally, in the event you are an LLC and you anticipate a change of control of the LLC you must seek permission from Company to approve any new members. Below is a non-exclusive list of some areas which may be inspected:

Exterior	Roof, Siding, Stain/paint, Windows, Doors
Site	Pavement (Parking, Curbs, Sidewalks, Pavers), Landscaping, Signage, Lighting, Approaches, Stop signs, Menu boards, Speaker system (if applicable)
Kitchen	Equipment working optimally and looks good, Flooring, Walls, Menus, Sinks, Lighting, Ceiling
Dining	Tables, Table bases, Walls, Flooring, Condiment center, Trim, Lighting, Retail, Painting, Sound System
Interior	Floor Coverings, Walls, Fill and repair drywall, Restrooms (Stalls, Toilet, Sink, Mirrors, Lighting, Toilet Roll Dispenser, Paper Towel Dispenser, Soap Dispenser, Ceiling, Shelving)
Equipment	Ice Cream Equipment, Food Equipment, P.O.S, Headsets, Bump Screens, Speaker Post, Line Buster, Computer -back office, Electronic soap and towel dispensers, Water Softener, Filter System, HVAC Equipment, Freezer, Truck
Software	Online Ordering Application, Credit Card, Processing, 24x7 Updates/Upgrades

EXHIBIT 4 TO FRANCHISE AGREEMENT

ADDITIONAL AGREEMENTS

- DoorDash Agreement
 - Licensee shall enter into an additional agreement(s) with DoorDash as required by Company.
 - In addition to the terms specified in such additional agreement(s) with DoorDash, Licensee shall comply with the following terms and conditions.
 - DoorDash User Permissions
 - Company shall control and set up all user permissions relevant to DoorDash.
 - Only one individual shall have access to DoorDash account. Company shall select and approve this individual for access. This individual shall not share access or instructions for access to the DoorDash account with any other person or entity including, but not limited, to any employees of the Licensed Business.
 - Troubleshooting
 - If Licensee experiences issues with DoorDash at any time during operation of the Licensed Business, Licensee shall first reach out to DoorDash to resolve the issues. If after contacting DoorDash the issues are not resolved, Licensee shall contact Company for assistance.
 - Training
 - After execution of the Agreement, Company shall provide training for Licensee related to DoorDash.
 - Compliance
 - When Company visits the Licensed Business, Company shall review Licensee's records for compliance with these terms.
- Square Agreement
 - Licensee shall enter into an additional agreement(s) with Square as required by Company.

EXHIBIT 5 TO FRANCHISE AGREEMENT

REQUEST FORM

Please fill out this Request Form and submit it to Murphy Ice Franchising, LLC using the information shown below. Please contact Murphy Ice Franchising, LLC using the information shown below with any questions.

1. Your Name:

• _____

2. Your Franchise Location:

• _____

3. Date of this Request:

• _____

4. Type of Request: [request to sell new product; request to conduct business outside of franchise territory; request to transfer franchise to another party; suspension of franchise business operation; other]

• _____

5. Additional Information About Request:

• _____

6. Submission of Request Form

- Please send this Request Form to Murphy Ice Franchising, LLC using the information below.
 - Murphy Ice Franchising, LLC
 - 2510 SW White Birch Dr. Suite 7 Ankeny, Iowa 50023
 - Telephone: 515-490-7019
 - Email: corporate@outsidescoop.com

Request Form is approved when both Murphy Ice Franchising, LLC and Licensee have signed below.

MURPHY ICE FRANCHISING, LLC

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 6 TO FRANCHISE AGREEMENT

PERSONAL COVENANTS AGREEMENT

All Persons Having an Equity Interest in the Licensed Business; and All of Licensee's Directors and Officers Must Sign

Each undersigned ("you") agrees that:

1. All capitalized terms used but not defined in this Personal Covenants Agreement will have the meaning stated in the Agreement between Murphy Ice Franchising, LLC, an Iowa limited liability company ("we," "us," or "our"), and _____ ("Franchisee").
2. You are the owner of an equity interest in Franchisee, or you are a director or officer, and as such you expect to or will gain a direct personal benefit from the Agreement. You acknowledge that you have read and understand your obligations under the Agreement.
3. As an inducement to us to enter into the Agreement, and in consideration of the direct and personal benefits you will derive from the Agreement, you agree that: (i) you have read and understand all the provisions of Sections 9, 10, 12, 16, and 19 of the Agreement; (ii) you will be personally bound by all of the obligations and covenants of Franchisee in Sections 9, 10, 12, 16, and 19 of the Agreement as if the obligations and covenants were made and given personally by you directly to us; and (iii) the obligations and covenants are fair and reasonable and will not deprive you of your livelihood.
4. If any term in this Personal Covenants Agreement or in Sections 9, 10, 12, 16, and 19 of the Agreement must be interpreted by a court or an arbitrator of competent jurisdiction, you agree that: (i) this Personal Covenants Agreement is made freely and voluntarily by you and us, as experienced businesses and business people, in an arms-length commercial transaction; (ii) this Personal Covenants Agreement or Sections 9, 10, 12, 16, and 19 of the Agreement should not be construed in the same manner or under the same body of law as analogous terms in a contract of employment; (iii) if a court or arbitrator finds that any term in this Personal Covenants Agreement or Sections 9, 10, 12, 16, and 19 of the Agreement is invalid or unenforceable for any reason, that term will automatically be modified to the minimum extent necessary to make it valid and enforceable, and the modification will be deemed to have been a part of this Personal Covenants Agreement or Sections 9, 10, 12, 16, and 19 of the Agreement as of the date you sign this Personal Covenants Agreement or the effective date of the Agreement, whichever is later; (iv) the court or arbitrator should strictly construe these terms in favor of enforcement; and (v) if any term could be construed two ways, one of which would render the term valid and the other of which would render the term invalid, the court or arbitrator will construe the term in the manner that renders it valid.
5. This Personal Covenants Agreement will be governed by the choice of law provisions set forth in the Agreement. The undersigned sign and deliver this Personal Covenants Agreement as of the date stated below their signatures:

[SIGNATURE PAGE FOLLOWS]

FIRST NAME LAST NAME

STATE resident

Name: _____

Print Name: _____

Date: _____

FIRST NAME LAST NAME

STATE resident

Name: _____

Print Name: _____

Date: _____

FIRST NAME LAST NAME

STATE resident

Name: _____

Print Name: _____

Date: _____

FIRST NAME LAST NAME

STATE resident

Name: _____

Print Name: _____

Date: _____

Exhibit B – Table of Contents of Operations Manual and Employee Handbook

Operations Manual Table of Contents

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Last revised February 22, 2021. Elements of this document were borrowed from the [ServSafe Manager textbook, 7th Edition](#) and the [Team Member Policy Handbook for Chick-fil-A University Ave FSR](#), last revised March 13, 2019.

Employee Handbook Table of Contents

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EXHIBIT C

LIST OF FRANCHISEES
AS OF JANUARY 1, 2025

IOWA

REM ICE, LLC

Retail Storefront 1

602 North Jefferson Way
Indianola, Iowa 50125
Telephone: 515-444-7864

Retail Storefront 2

2410 SW White Birch Drive
Ankeny, Iowa 50023
Telephone: 515.444.8234

EXHIBIT D

LIST OF CANCELLED OR TERMINATED FRANCHISES

Franchisees who terminated, cancelled, not renewed or who voluntarily or involuntarily stopped doing business under their franchise agreement during the most recently completed fiscal year are:

EXHIBIT E

MURPHY ICE FRANCHISING, LLC

FEBRUARY 28, 2025

FINANCIAL STATEMENTS - Opening Balance Sheet

Murphy Ice Inc
Statement of Assets, Liabilities & Equity
Income Tax Basis
February 28, 2025

ASSETS	
Current Assets	
100 · Community State Bank	148,389.85
114 · Inventory	87,132.85
Total Current Assets	<u>235,522.70</u>
Fixed Assets	
150 · Fixed Assets	611,836.49
159 · Less Accum Depreciation	(9,692.66)
Total Fixed Assets	<u>602,143.83</u>
Other Assets	
160 · Goodwill	1,272,180.00
161 · Organization Costs	41,533.75
169 · Less Accum Amortization	(7,298.41)
199 · REM Ice Investment	295,000.00
Total Other Assets	<u>1,601,415.34</u>
TOTAL ASSETS	<u><u>2,439,081.87</u></u>
LIABILITIES & EQUITY	
Current Liabilities	
208 · Accrued Interest Payable - MMI	832.30
248 · Note Payable MMI	500,000.00
Total Current Liabilities	<u>500,832.30</u>
Equity	
261 · Capital	2,000,200.00
Net Income (Loss)	(61,950.43)
Total Equity	<u>1,938,249.57</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,439,081.87</u></u>

No assurance is provided on these financial statements.
The financial statements are prepared in accordance with the tax basis of accounting which is a basis of accounting other than accounting principles generally accepted in the United States of America. Substantially all disclosures (including a statement of retained earnings) ordinarily included in tax basis financial statements have been omitted.

Murphy Ice Inc
Statement of Revenues & Expenses
Income Tax Basis
For the Month Ended February 28, 2025

	MONTH
Revenues	
Total Revenue	0.00
Cost of Goods Sold	
Total COGS	0.00
Gross Profit	0.00
Expense	
501 · Advertising	300.00
509 · Bank Charges	84.00
514 · Amortization Expense	7,298.41
515 · Depreciation	9,692.66
526 · Interest Expense	832.30
545 · Supplies	3,153.34
547 · Payroll Taxes	639.83
550 · Payroll	27,380.88
563 · Professional Fees	5,857.50
569 · Rent	6,231.51
580 · Taxes & Licenses	480.00
Total Expense	61,950.43
Net Income (Loss)	(61,950.43)

No assurance is provided on these financial statements.
The financial statements are prepared in accordance with the tax basis of accounting which is a basis of accounting other than accounting principles generally accepted in the United States of America. Substantially all disclosures (including a statement of retained earnings) ordinarily included in tax basis financial statements have been omitted.

EXHIBIT F
AGENT FOR SERVICE OF PROCESS
AND
STATE AGENCY

Iowa:

Agent for Service of Process:
Drew D. Larson
BrownWinick Law Firm
666 Grand Avenue
Suite 2000
Des Moines, Iowa 50309

State Agency:
Iowa Secretary of State's Office
First Floor, Lucas Building
321 E. 12th Street
Des Moines, Iowa 50319

Minnesota:

Agent for Service of Process:
Cogency Global Inc.
525 Park Street
Suite 247
Saint Paul, MN 55103

State Agency:
Minnesota Department of Commerce
Securities Section
85 7th Place East, Suite 280
Saint Paul, MN 55101

Illinois:

Agent for Service of Process:
Cogency Global Inc.
600 South Second Street
Suite 404
Springfield, IL 62704

State Agency:
Office of the Illinois Attorney General
Franchise Bureau
500 S. 2nd St.
Springfield, IL 62707

EXHIBIT G

**ADDENDUM TO MURPHY ICE FRANCHISING, LLC FRANCHISE DISCLOSURE
DOCUMENT REQUIRED BY THE STATE OF (Will be filled in as states arise)**

EXHIBIT H

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

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 OUTSIDE SCOOP OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE.

IF OUTSIDE SCOOP 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, D.C. 20580 OR TO THE STATE AGENCY LISTED ON EXHIBIT F OF THE DISCLOSURE DOCUMENT.

Outside Scoop's agent for this offering is [INSERT NAME] [INSERT ADDRESS] [INSERT TELEPHONE NUMBER].

Outside Scoop authorizes the state agency or person listed on Exhibit F to the Disclosure Document to receive service of process for Outside Scoop. I have received a disclosure document dated April 24, 2025. This disclosure document included the following Exhibits:

- A. Franchise Agreement
- B. Table of Contents of Operations Manual
- C. List of Franchisees
- D. List of Cancelled or Terminated Franchisees
- E. Financial Statements
- F. State Agency and Our Agent for Service of Process
- G. Addendum to Offering Circular and Franchise Agreement (If required by state law).
- H. Trail

Date

Franchisee

You should return one copy of the signed receipt either by signing, dating, and mailing it to Outside Scoop at 2510 SW White Birch Dr Suite 7 Ankeny, Iowa 50023, or by emailing a copy of the signed receipt to Outside Scoop at corporate@outsidescoop.com. You may also hand deliver the signed receipt to any person listed on Item 2 of the Franchise Disclosure Document. You may keep the second copy for your records.

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