

-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: August 7, 2025

STATE COVER PAGE

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

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

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN IOWA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN IOWA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT IOWA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOU MAY NOT BE INVOLVED IN A CLASS ACTION LAWSUIT IN WHICH WE ARE NAMED AS A DEFENDANT.
4. YOU MUST PURCHASE ALL OR NEARLY ALL OF THE INVENTORY OR SUPPLIES THAT ARE NECESSARY TO OPERATE YOUR BUSINESS FROM THE FRANCHISOR, ITS AFFILIATES, OR SUPPLIERS THAT THE FRANCHISOR DESIGNATES, AT PRICES THE FRANCHISOR OR THEY SET. THESE PRICES MAY BE HIGHER THAN PRICES YOU COULD OBTAIN ELSEWHERE FOR THE SAME OR SIMILAR GOODS. THIS MAY REDUCE THE ANTICIPATED PROFIT OF YOUR FRANCHISE BUSINESS.
5. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

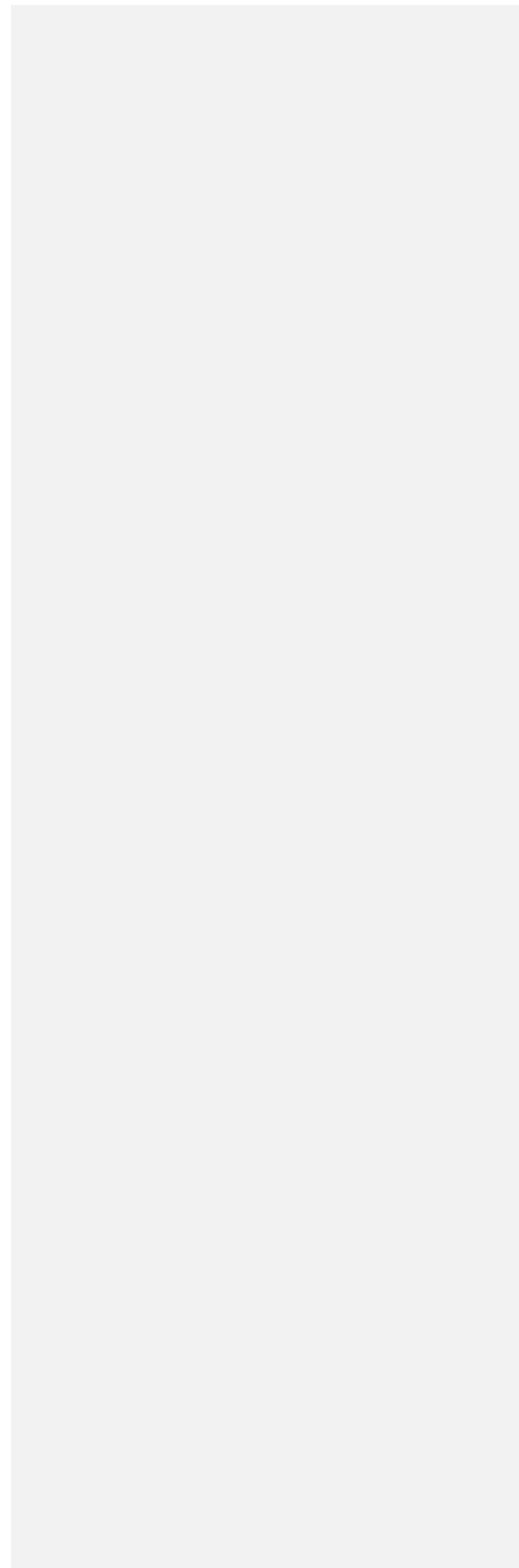
<u>Illinois</u>	<u>Pending</u>
<u>Wisconsin</u>	<u>September 22, 2025</u>
<u>Minnesota</u>	<u>Pending</u>

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 <u>E1</u>
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 <u>EK</u> 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 E1 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 FL.

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.

Table of Contents 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.

TABLE OF CONTENTS

<u>Item</u>	<u>Description</u>	<u>Page</u>
1	The Franchisor, and Any Parents, Predecessors, and Affiliates	1
2	Business Experience	3
3	Litigation	4 5
4	Bankruptcy	4 6
5	Initial Fees	4 7
6	Other Fees	5 8
7	Your Estimated Initial Investment	7 10
8	Restrictions on Sources of Products and Services	11 14
9	Franchisee's Obligations	13 16
10	Financing	14 18
11	Franchisor's Assistance, Advertising, Computer Systems and Training	14 19
12	Territory	17 23
13	Trademarks	19 25
14	Patents, Copyrights, and Proprietary Information	21 27
15	Obligation to Participate in the Actual Operation of the Franchise Business	21 28
16	Restrictions on What the Franchisee May Sell	21 29
17	Renewal, Termination, Transfer & Dispute Resolution	23 30
18	Public Figures	26 33
19	Financial Performance Representations	27 34

20	List of Outlets	28 and 35
	Franchisee Information	35
21	Financial Statements	2938
22	Contracts	2939
23	Receipts	3040

EXHIBITS

Exhibits

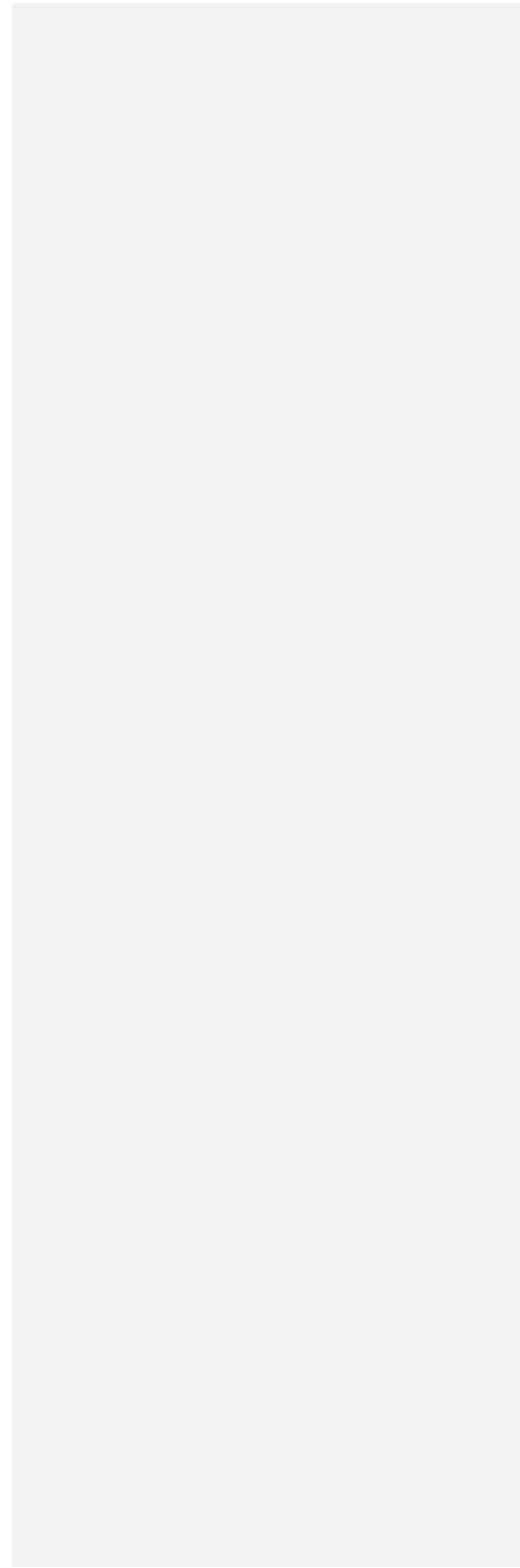
A.	Franchise Agreement	Exhibit A
B.	Territorial Rights	Exhibit 1
C.	De-Identification	Exhibit 2
D.	Facelift and Remodel Requirements	Exhibit 3
E.	Additional Agreements	Exhibit 4
F.	Request Form	Exhibit 5
G.	Personal Covenants Agreement	Exhibit 6
H.	Table of Contents for Operations Manual and Employee Handbook	Exhibit B
I.	List of Franchisees	Exhibit C
J.	List of Cancelled or Terminated Franchisees	Exhibit D

K. _____ Financial Statements _____ Exhibit E

_____ State Agency and Agent Agency for
L. _____ Service of Process _____ Exhibit F

M. _____ Addendum (if required) _____ Exhibit G

N. _____ TRAIL _____ Exhibit H



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.

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 8 Ankeny, IA 50023. Our telephone number is 515-490-7019. Our e-mail address is corporate@outside-scoop.com.

Our holding company/parent corporation is Murphy Ice, Inc., an Iowa corporation. Its principal business address is 2510 SW White Birch Dr. Suite 8 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 8 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 8 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 8 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~~L.

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 Boeckenedt, 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 operate and 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

MikeMichael 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. Michael Murphy has been self-employed for the past five years. Specifically, Michael Murphy is the owner of Powerhouse Retail Services and has served that business as the owner since 1998. Michael Murphy presently serves as the owner of Powerhouse Retail Services in Crowley, Texas and The Outside Scoop in Ankeny, Iowa.

Title: Retail Operations and Events Director

Jill Reimer

Jill Reimer is the retail operations and events director of The 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. From July 20, 2016 until September of 2022, Jill held the position of Convenience Store and Quik Serve Restaurant Director of Operations for McDermott Oil Company in Cascade, Iowa. From November 2022 until now, Jill has held the position of Operational Partner and Operator of the Outside Scoop Retail Operations for The Outside Scoop in Ankeny, Iowa. Both of Jill's above described positions required the duties to execute and manage. Further, Jill's positions required her to manage financial responsibility for the retail operations of businesses and their teams.

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.

From January 1st, 2020 until October 1st, 2020, Miranda held the position of NCAA Travel Coordinator for Short's Travel Management in Waterloo, Iowa. From October 1st, 2020 until September 1st, 2022, Miranda held the position of Member Service Representative for VGM Group Inc. in Waterloo, Iowa. From September 1st, 2022 until August 1st, 2024, Miranda held the position of Director of Strategic Initiatives at VGM Group Inc. in Waterloo, Iowa. From August 1st, 2024 until February 1st, 2025, Miranda held the position of Project Manager at VGM Group, Inc. in Waterloo, Iowa. From February 1st, 2025 until now, Miranda has held the position of Director of Operations for The Outside Scoop in Ankeny, Iowa.

Title: Director of Production and Research Manager

Riley Murphy

~~_____ Riley Murphy is a graduate of Wartburg Collete 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.~~

From September 2021 until September 2024, Riley held the position of Patient Experience Coordinator at Cultivate Chiropractic in Altoona, Iowa. From September 2024 until February of 2025, Riley held the position of Outside Scoop Team Member at The Outside Scoop in Ankeny, Iowa. From February 2025 until now, Riley has held the position of Production Manager at The Outside Scoop in Ankeny, Iowa.

Title: Director of Marketing and Franchise Operations Events Manager
Jaedon Murphy

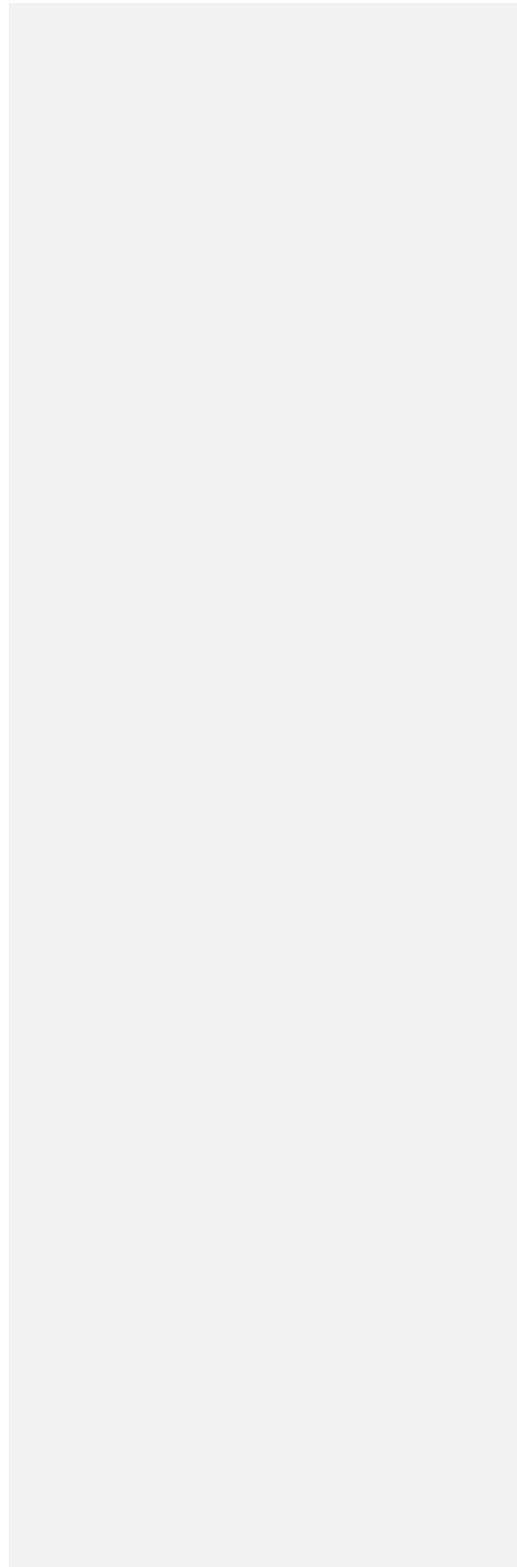
~~_____ Jaedon Murphy recently graduated from Wartburg Collete with a degree in Marketing. Jaedon has worked for the prior owners of Outside Scoop and has experience working for a national coffee chain and a family owned restaurant.~~

Prior to June 2023, Jaedon was a student. From June 2023 to August 2023, Jaedon held the position of Marketing Intern at VGM Forbin in Waterloo, Iowa. From May 2024 until January 2025, Jaedon held the position of Assistant Operations & Retail Manager of The Outside Scoop in Ankeny, Iowa. From February 2025 until now, Jaedon has held the position of Marketing and Events Manager of The Outside Scoop in Ankeny, Iowa.

ITEM 3

LITIGATION

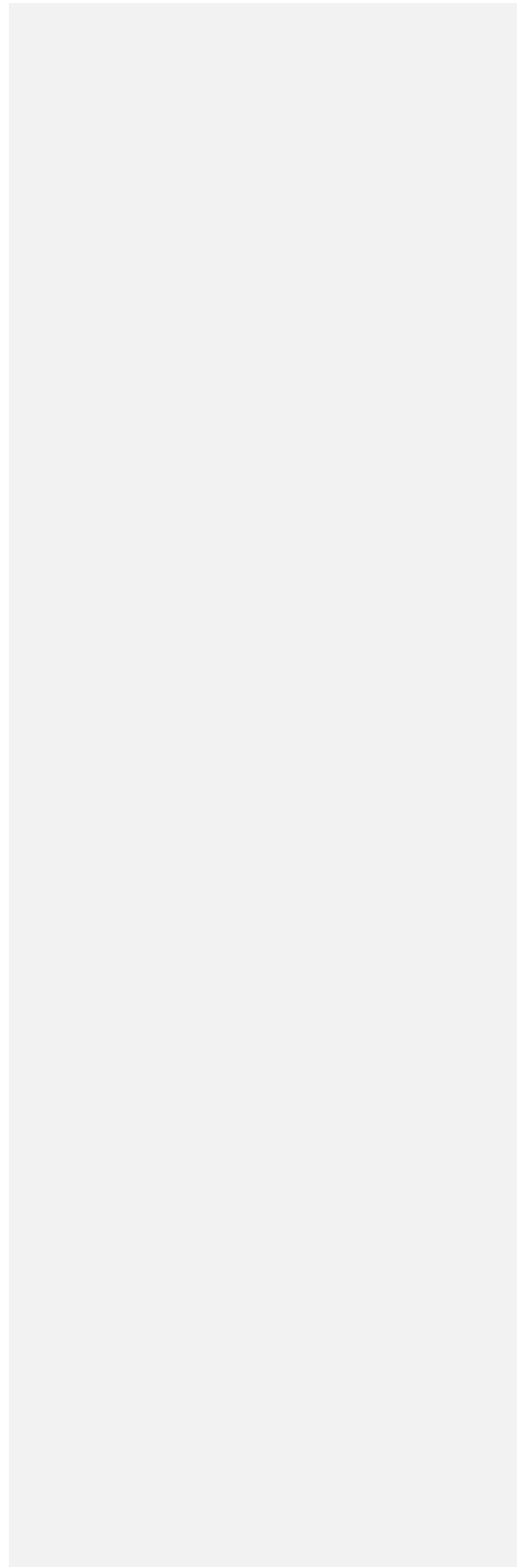
No litigation/arbitration is required to be disclosed in this disclosure document.



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). You must pay an additional between \$105,000 - \$135,000 lump sum before opening or when you receive your fully equipped truck to use in your business, whichever occurs first. This covers 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

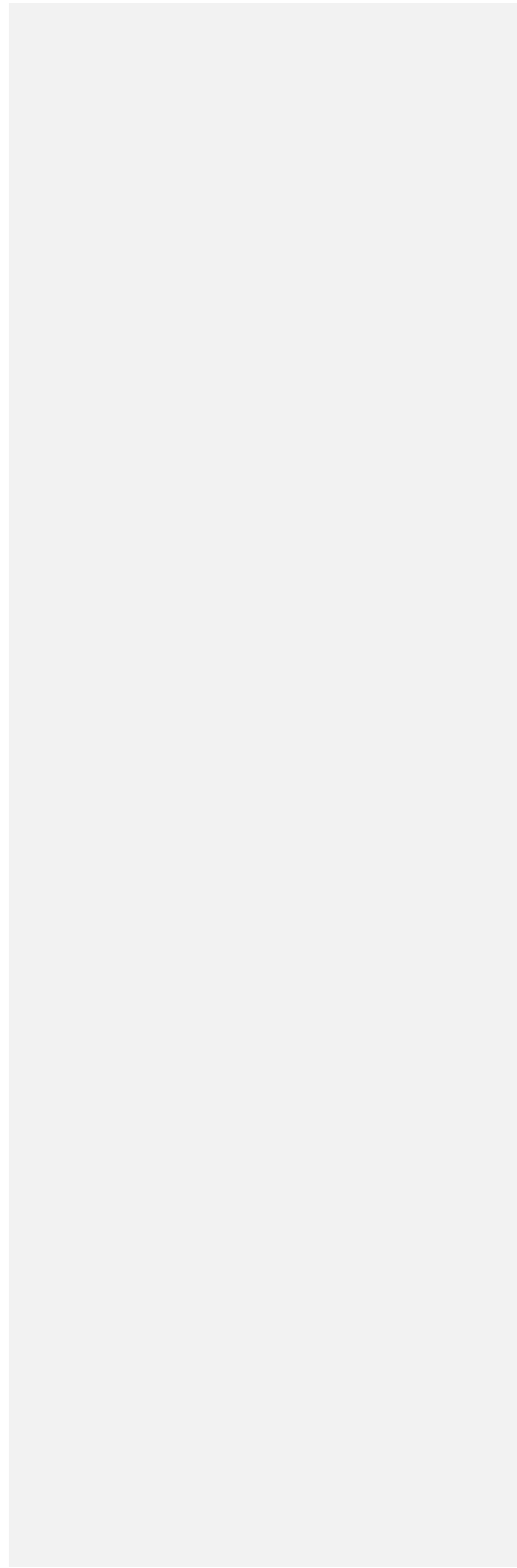
NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Training Fee	\$5,000	Payable two weeks before training begins.	All new Franchisees are required to undertake extensive training prior to opening an Outside Scoop Franchise. The training shall be conducted at one or more designated training facilities as determined 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	\$10,000	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	\$20,000	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>INVESTMENTTYPE OF EXPENDITURE</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)	\$105,000 - \$135,000 (Note 3)	Lump Sum	Before opening or upon receipt of fully equipped truck whichever occurs first.	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	\$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) The truck that is utilized in the Outside Scoop Franchise shall be purchased 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.

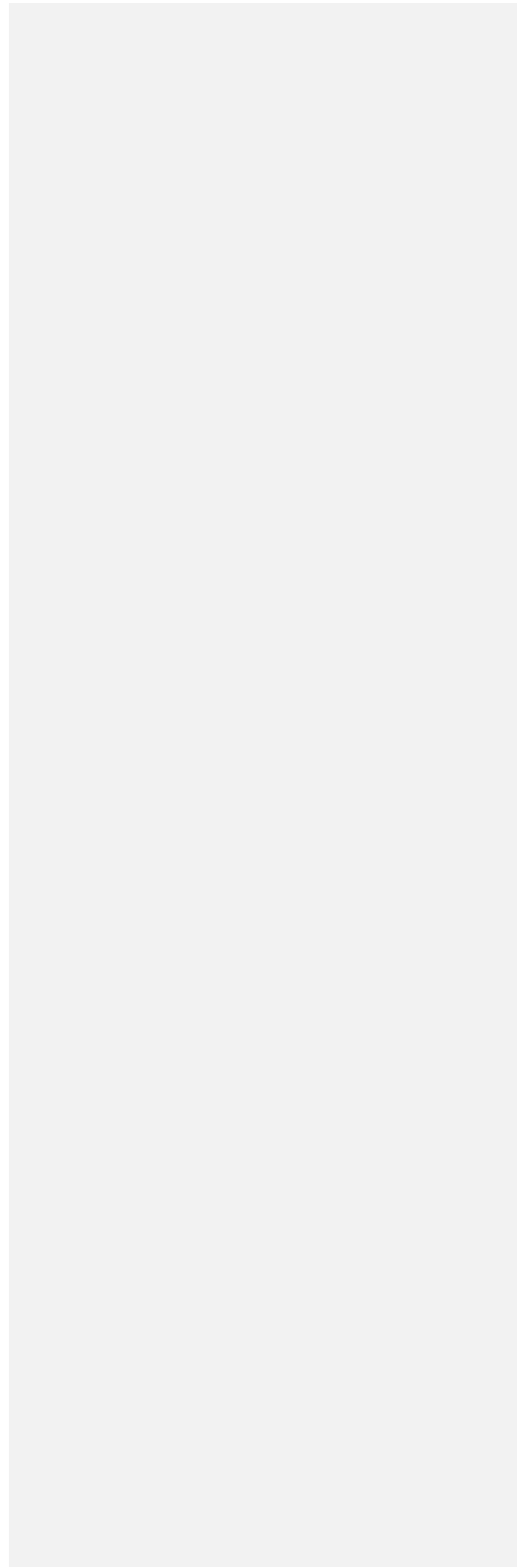
We relied on the experience of Outside Scoop in years prior to when Murphy Ice, Inc. purchased certain assets of the business in compiling these figures. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

- (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.

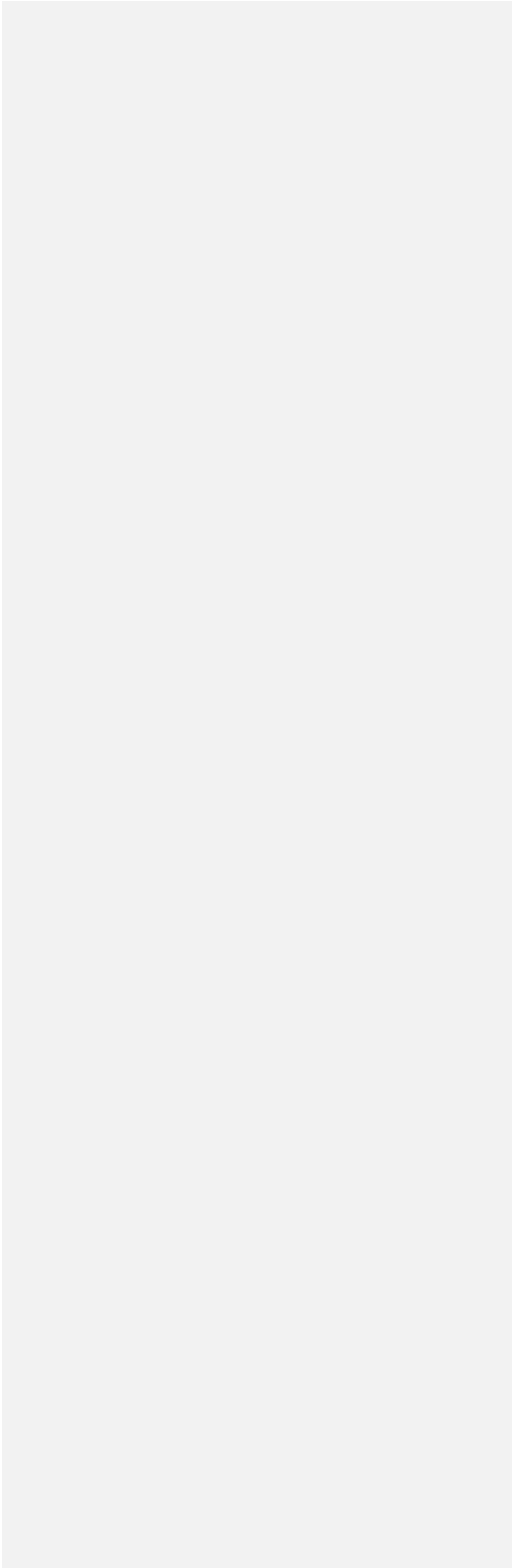
	Obligation	Section in Franchise Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	6.F	7;11
b.	Pre-opening purchases/leases Architect/engineering fees	6.I & 6.A	7;8
c.	Site development and other pre-opening requirements	1.B	6; 7; 11
d.	Initial and ongoing training	6.E	11
e.	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
t.	Transfer/Assignment	14	17

	Obligation	Section in Franchise Agreement	Item in Disclosure Document
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) 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 BH.
- (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 INITIALS</u>
Scooped Ice Cream Preparation	Employee Handbook & Operations Manual	0	2	==
Food Preparation	Employee Handbook & Operations Manual	1	3	==

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<u>SUBJECT</u>	<u>INSTRUCTIONAL MATERIAL</u>	<u>CLASSROOM TRAINING HOURS</u>	<u>ON-JOB TRAINING HOURS</u>	<u>INSTRUCTOR</u>	<u>INITIALS</u>
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		

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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 for selection or approval, we consider: population and area's area demographics, traffic count, patterns, general location and neighborhood, 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.

A community bulletin board is required in all storefront locations for posting advertisements, events, and updates, etc. This board will be purchased from us and must adhere to the Outside Scoop brand guidelines.

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 will be for a location to be approved by the franchisor. Your Outside Scoop Franchise can consist of one or more trucks or a combination of one or more trucks and one or more retail storefronts. If your Outside Scoop Franchise consists only of one or 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.

Murphy Ice Franchising, LLC has a license to use and sublicense trademarks from Murphy Ice IP, LLC.

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 6G 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 10 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 such belief, Franchisee agrees not to

	Provision	Section in Franchise Agreement	Summary
			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:

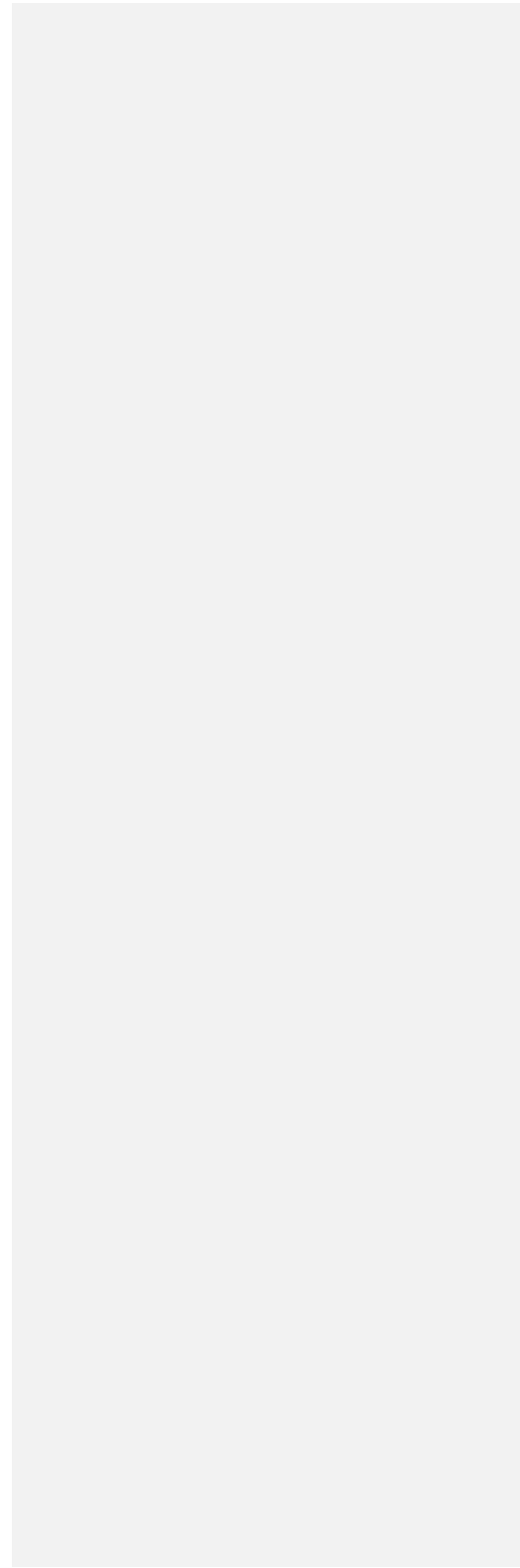
ARKANSAS [Stat. Section 70-807],
CALIFORNIA [Bus. & Prof. Code Sections 20000-20043],
CONNECTICUT [Gen. Stat. Section 42-133e et seq.],
DELAWARE [Title 6, Section 2551 – 2556],
HAWAII [Rev. Stat. Section 482E-1],
ILLINOIS [815 ILCS 705/19 and 705/20]
INDIANA [Stat. Section 23-2-2.7],
IOWA [Code Section 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 REPRESENTATIONS

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 units~~ outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) 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.~~

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Murphy Ice Franchising, LLC, located at 2510 SW White Birch Dr. Suite 8, Ankeny, Iowa 50023 with a phone number of (515)-490-7019, the Federal Trade Commission, and the appropriate state regulatory agencies.

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~~2023 TO 20242025

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2023 2022	0	0	0
	2023 2024	0	0	0
	2024 2025	01	03	02
Company Owned	2022 2023	0	0	0
	2023 2024	0	0	0
	2024 2025	0	01	01
Total Outlets	2022 2023	0	0	0
	2023 2024	0	0	0
	2024 2025	01	04	03

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS ~~2022~~2023 TO 2025

STATE	YEAR	NUMBER OF TRANSFERS
Iowa	2022 2023	0
	2024	0
	2025	0
Arizona	2023	0
	2024	0
	2025	0
Total	0	0

STATUS OF FRANCHISE OUTLETS FOR YEARS ~~2022~~2023 TO 2025

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 2023	0	0	0	0	0	0	0
	2023 2024	0	0	0	0	0	0	0
	2025	1	3	2	0	1	0	3
Arizona	2024 2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Totals	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	1	4	2	0	1	0	4

(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~~2023 TO ~~2025~~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 2023	0	0	0	0	0	0
	2024 2023	0	0	0	0	0	0
	2024 2025	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

PROJECTED OPENINGS

AS OF JANUARY 1 FOR ~~2025~~2026

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	0	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
Arizona	0	0	0
Texas	0	0	0
Florida	0	0	0
Total	0	0	0

ITEM 21

FINANCIAL STATEMENTS

Our unaudited November 30, 2025 opening balance sheet is attached as Exhibit ~~E~~K. Outside Scoop's fiscal year ends December 31st of each calendar year. Outside Scoop has not been franchising its business for three years or more and cannot include all financial statements at this time.

