

**INFORMATION FOR PROSPECTIVE FRANCHISEES
REQUIRED BY FEDERAL TRADE COMMISSION**

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.
500 Washington Avenue South, Suite 2040
Minneapolis, Minnesota 55415
Telephone: (612) 337-3300

To protect you, we've required the franchisor to give you this information. We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

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

FEDERAL TRADE COMMISSION
Washington, D.C.

In accordance with the requirements of the Federal Trade Commission, this Offering Circular was issued on March 26, 2007. If this offering is registered in one of the states listed below, then its effective date will be disclosed in Exhibit H.

CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN may require franchisors to disclose information in addition to the information in this Offering Circular.

If applicable, these additional disclosures will be furnished to you in an addendum to this Offering Circular.

March 26, 2007

Handwritten note:
10/2/07
1/10/08
(Also include
with 10/2/07)



FRANCHISE OFFERING CIRCULAR

THE HÄAGEN-DAZS SHOPPE COMPANY, INC.
500 Washington Avenue South, Suite 2040
Minneapolis, Minnesota 55415
Telephone: (612) 337-3300

The franchisee will operate a retail frozen dessert shop.

The initial franchise fee is normally \$30,000 for new franchisees, \$15,000 for existing franchisees, and in some instance less for non-traditional operations. (See Item 5). Under limited circumstance we also offer an Area Development Agreement, with negotiated financial terms. (See Item 5). You will also purchase your opening inventory of Häagen-Dazs brand frozen dessert products from our affiliate, Dreyer's Grand Ice Cream, Inc., at an estimated cost of between \$5,000 and \$9,000 (see Items 7 and 8). The estimated initial investment, including your opening inventory of Häagen-Dazs brand products, ranges from \$86,850 to \$397,100 for new franchisees developing a traditional Häagen-Dazs Shop. (See Item 7).

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE ONLY IN MINNESOTA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE SHOPPE COMPANY IN MINNESOTA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT MINNESOTA LAW GOVERNS THE AGREEMENT (WITH RESPECT TO INTERPRETATION) AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT MINNESOTA LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THIS OFFERING CIRCULAR, OR PROVIDED WITH THIS OFFERING CIRCULAR, FOR DETAILS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information about comparisons of franchisors is available. Call the state administrators listed in Exhibit H or your public library for sources of information.

Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this Offering Circular. If you learn that anything in this Offering Circular is untrue, contact the Federal Trade Commission and your State authority listed in Exhibit H.

If this offering is registered in CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, or WISCONSIN, then the effective date of this Offering Circular will be disclosed in Exhibit H, and if applicable the addendum for the particular state.

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For the States of:

- California;
- Illinois;
- Maryland;
- Minnesota;
- New York;
- Rhode Island;
- Washington

Item 1. THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

For ease of reference, we refer to the franchisee in this Offering Circular as “you.” If the franchisee is a corporation, partnership or other organization, the references to “you” may include the organization's owners. “Shoppe Company,” “we” and “our” refer to The Häagen-Dazs Shoppe Company, Inc. Shoppe Company is a New Jersey business corporation, with a principal address of 500 Washington Avenue South, Minneapolis, Minnesota, 55415. Our parent corporation, Dreyer’s Grand Ice Cream, Inc. (“Dreyer’s”), is a Delaware business corporation, with a principal address of 5929 College Avenue, Oakland, CA 94618. Dreyer’s is a subsidiary of Dreyer’s Grand Ice Cream Holdings, Inc., a Delaware business corporation, headquartered in Oakland, California. Dreyer’s and Shoppe Company are each indirect subsidiaries of Nestlé S.A., a Swiss business company headquartered in Vevey, Switzerland.

Dreyer’s acquired Shoppe Company on February 17, 2004, from The Pillsbury Company.

Shoppe Company conducts business under our corporate name and the trade name “Häagen-Dazs” and has been offering franchises for Häagen-Dazs® ice cream Shops since July 11, 1983. The “Häagen-Dazs” trademark is owned by HDIP, Inc., and, in the United States, with respect to frozen dessert products, is licensed exclusively to Nestec Ltd. and Société Des Produits Nestlé S.A., and sublicensed to our parent corporation, Dreyer’s. We grant “Häagen-Dazs” franchises under the authority of the trademark owner.

Between July 11, 1983 and August 31, 2003, Shoppe Company conducted the type of business that you will operate. While in general Shoppe Company anticipates opening another company-owned Shop in the future, Shoppe Company has no immediate plans to do so. Shoppe Company has not offered franchises in other lines of business.

Dreyer’s and its other subsidiaries do not offer franchises for Häagen-Dazs ice cream shops. Dreyer’s and its other subsidiaries do not offer franchises in other lines of business. However, Dreyer’s and its subsidiary, Edy’s Grand Ice Cream, grant licenses, which permit the licensees to sell Dreyer’s brand ice cream in dipped form in association with the “Dreyer’s” name and trademarks, and Edy’s brand ice cream in dipped form in association with the “Edy’s” name and trademarks. The licensees, and other businesses that purchase Dreyer’s, Edy’s and other brands of ice cream manufactured by Dreyer’s in bulk for resale in dipped form, sell menu items very similar to many of the items you will sell, and may compete against you for sales.

With the exception of Jenny Craig Franchising, LLC (“Jenny Craig”), an indirect subsidiary of Nestlé S.A., none of our affiliates offers franchises in the United States. Jenny Craig, which has a principal address of 5770 Fleet Street, Carlsbad, CA 92008, has been offering franchises for weight loss and weight management centres (“Centres”) in the United States and Canada since November 2003. Our affiliate, Jenny Craig International, Inc., also located at 5770 Fleet Street, Carlsbad, CA 92008, has granted master franchise rights for weight loss and weight management centers located in Australia and New Zealand. As of December 30, 2006, there were 93 franchised

Centers in the United States, 9 franchised Centres in Canada, and 115 Centres in the Australia and New Zealand, operated by the master franchisee or its subfranchisees.

If your state requires, we have designated an agent for service of process in your state. The names and addresses of our designated agents for service of process are listed in this Offering Circular at Exhibit I.

Businesses similar to the one you will operate are owned and franchised outside of the United States by one or more entities with which Shoppe Company is not affiliated.

Shoppe Company utilizes a proprietary and distinctive system for the operation of a network of Häagen-Dazs ice cream dipping shops (the "System"). The System and its distinguishing characteristics are described in the Häagen-Dazs Shop Franchise Agreement ("Franchise Agreement") and the Häagen-Dazs Shop Operations Manual. The Franchise Agreement will grant you the right to operate a Häagen-Dazs ice cream shop ("Shop"). A current Franchise Agreement is included in this Offering Circular at Exhibit B.

You will sell Häagen-Dazs brand ice cream, frozen yogurt, sorbet, and other frozen desserts and related items to consumers, from your Shop. We sell franchises for Shops and under limited circumstances grant existing franchisees the right to operate a "Satellite." (See Item 5). A Shop is normally located in a storefront, strip center, or a mall. A Satellite is an additional selling point, developed in conjunction with a Shop that is already located in the same mall or facility. The Franchise Agreement requires you to sell the entire line of approved menu items. (See Item 16). However, we may permit you to offer a limited menu if you do not have enough space to offer our entire menu, and may designate certain approved menu items as optional. We also offer a franchise for a "Select Shop," which offers a relatively smaller number of products and menu items, and is geared toward situations where the development of a full Shop would be unusual. (See Item 5).

In addition to our specific franchise offerings, we have two programs contemplating the development of multiple Shops. Our Incentive Agreement program is essentially a franchise fee discount program. (See Item 5). Our Area Development program is aimed at granting one franchisee Shop development rights for a defined geographic area. (See Item 5).

Your business will operate in an intensely and increasingly competitive, and rapidly changing market. Numerous other independent and chain vendors of ice cream and other frozen dessert products, and other snack, treat and impulse food items exist, and others may enter the market. Some competitors are larger, older and better financed than Shoppe Company. Rapid inflation in rental costs, insurance premiums and labor and other expenses, including costs of ice cream inventories, could occur, placing intense pressure on the profitability of your Shop. Changing trends in consumer shopping and eating patterns, cultural values and other factors could have a material adverse effect on your sales and profits. Shop sales can be adversely affected by Shop location, for which you are solely responsible. In many geographic areas, Shop sales

are highly seasonal and often are at depressed levels during cooler weather and seasons.

You will be dependent upon our designated suppliers for your entire supply of ice cream, the key inventory item in your Shop, and other frozen dessert products, including frozen yogurt. (See Item 8). You will buy all of the ice cream and all of the other frozen dessert products that you sell from Dreyer's. Dreyer's manufactures a large and growing volume of "Häagen-Dazs" products, which it distributes through other channels of distribution, currently including grocery stores, delicatessens, convenience stores, licensed dipping shops, vending carts, restaurants and other types of retail outlets. Dreyer's also distributes various other brands of frozen dessert products, some of which are sold by businesses against which you may compete, including Edy's branded and Dreyer's branded ice cream shops.

"Häagen-Dazs" ice cream sold through outlets other than franchised or licensed retail dipping shops is ordinarily confined to prepackaged pints and quarts, bars and other manufactured novelties, and single servings for on-premises consumption at restaurants, but Shoppe Company and Dreyer's reserve the right to sell "Häagen-Dazs" branded ice cream and other frozen or non-frozen dessert products, directly and indirectly, through any means of distribution, including retail dipping. The Franchise Agreement reserves to Shoppe Company and Dreyer's full discretion to distribute "Häagen-Dazs" products through any available means of distribution. In addition, Shoppe Company and Dreyer's reserve the right to periodically conduct, or authorize others to conduct, various test marketing programs of "Häagen-Dazs" products and other products associated with the "Häagen-Dazs" trademarks or other trademarks, including other forms of retail "dipping" products, such as frozen custard, or soft ice cream, and to test various types and combinations of retail store facilities, products and menus, and at our discretion to market products outside a test program. The trademark owner (see Item 13) also reserves the right to use the "Häagen-Dazs" trademarks for goods and services other than the sale of ice cream and other frozen dessert products. Currently, most "Häagen-Dazs" ice cream is sold through channels of distribution other than "Häagen-Dazs" franchised dipping shops.

In addition to laws that apply to businesses generally, you will need to comply with federal, state and local laws and regulations relating to the storage, preparation and sale of food items, including laws relating to food safety and sanitation. Depending upon where your Shop is located, you may need to obtain special licensing, such a license to engage in the sale of dairy products.

Shoppe Company strongly urges you to consult your own independent business advisors to evaluate these and other factors before deciding to invest in a "Häagen-Dazs" franchise.

Item 2. BUSINESS EXPERIENCE

President: Eric Shellenback

Mr. Shellenback, whose office is in Oakland, California, was appointed President of Shoppe Company effective February 18, 2004. Mr. Shellenback is also Dreyer's Vice President, Foodservice Division, a position he has held since July 1, 1997.

General Manager: Dawn Uremovich

Ms. Uremovich was appointed General Manager, in Minneapolis, effective June 4, 2004. Between February 2001 and June 2004, Ms. Uremovich was Director of Operations and Training, in Minneapolis. From June 2000 to February 2001 Ms. Uremovich was Director of Training and Construction in Minneapolis. From July 1998 to June 2000 Ms. Uremovich was Manager of Training and Construction in Minneapolis. From March 1996 to June 1998 Ms. Uremovich was Director of Operations, MN for Einstein Brothers Bagels in Minneapolis.

Director of Operations: Adam Hanson

Mr. Hanson was appointed Director of Operations, in Minneapolis, effective June 4, 2004. From February 2001 to June 2004 Mr. Hanson was Manager of Training, in Minneapolis. From July 2000 to February 2001 Mr. Hanson was Manager of Corporate Shops, in Minneapolis. From January 1997 to July 2002 Mr. Hanson was Shop Manager, in Minneapolis. From May 1996 to January 1997 Mr. Hanson was Assistant Shop Manager, in Minneapolis.

Director of Development: Daniel Ogiba

Mr. Ogiba was appointed Director of Development, in Minneapolis, effective March 20, 2006. From July 2005 to March 2006, Mr. Ogiba was Real Estate Director for Kuhlman Company, Inc. in Minneapolis. From February 2004 to June 2005, Mr. Ogiba was Real Estate Manager for Great Clips, Inc. in Minneapolis. From June 2002 to January 2004, Mr. Ogiba was Manager of Real Estate for The Häagen-Dazs Shoppe Company, Inc. in Minneapolis. From March 1999 to May 2002 Mr. Ogiba was employed by Wilson Leather, in Brooklyn Park, Minnesota, as Real Estate Coordinator until October 2000, and as Real Estate Representative beginning in October 2000.

Director of Training: Dave Menter

Mr. Menter was appointed Director of Training, in Minneapolis, effective June 1, 2006. Prior to then Mr. Menter was Shoppe Company's Training Manager, beginning August 9, 2004. From January, 2001, to August, 2004, Mr. Menter was a Franchise Operations Manager for Play It Again Sports, a division of Winmark Corporation, in Golden Valley, Minnesota.

Director of Construction: Michael Levitz

Mr. Levitz was appointed Director of Construction, in Minneapolis, effective January 1, 2006. Mr. Levitz, since February 18, 2004, has also been Associate General Counsel of Shoppe Company, and Corporate Counsel of Dreyer's. From October 2001 until February 17, 2004, Mr. Levitz was Franchise Counsel, in Minneapolis. From February 1996 to October 2001, Mr. Levitz was Manager of Franchise Legal Affairs, in Minneapolis.

Treasurer: Kathleen Beckert Wallace

Ms. Beckert whose office is in Oakland, California, was appointed Treasurer of Shoppe Company effective February 18, 2004. Ms. Beckert is also Dreyer's Accounting Manager, Foodservice, a position she has held since August 2002. From April 2002 to April 2003 Ms. Beckert was Dreyer's Senior Financial Analyst, Foodservice, in Oakland. From April 1999 to March 2002, Ms. Beckert was a Newsroom Business Manager with the San Francisco Chronicle, in San Francisco. From March 1997 to March 1999, Ms. Beckert was a Financial Analyst with Boudin Bakeries, in San Francisco. Between July 1994 to March 1997, Ms. Beckert was employed by the California Culinary Academy, in San Francisco, occupying the following positions during portions of that period: Accounting Manager, Budget/Financial Analyst, and Purchasing Manager.

Item 3. LITIGATION

Concluded Cases

Tishman v. The Häagen-Dazs Company, Inc. (Supreme Court of the State of New York, County of New York Index No. 600884/96). Filed: February 22, 1996. Former franchisee Charles Tishman sued us and The Häagen-Dazs Company, Inc., claiming he was wrongfully denied a franchise opportunity, alleging fraud, and seeking \$1,000,000. In July 1997 we paid \$12,000 in settlement of this matter.

Other than this 1 action, no litigation is required to be disclosed in this Offering Circular.

Item 4. BANKRUPTCY

No person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item.

Item 5. INITIAL FRANCHISE FEE

We offer franchises for traditional Häagen-Dazs "Shops;" and under limited circumstances offer franchises for Häagen-Dazs "Select" Shops, and licenses for Häagen-Dazs "Satellites."

Shops are Häagen-Dazs branded ice cream parlors, typically located in storefronts, strip centers, enclosed mall spaces, mall food courts, airports, and entertainment complexes such as casinos.

Our Select Shop offering is new, and is intended to be available under limited circumstances where the development of a Shop would be unusual. Select Shops will typically: be smaller than Shops; offer fewer flavors of Häagen-Dazs products; and fewer menu items. (See Item 16). Select Shops will typically be developed in venues where the establishment of a traditional Shop would be unusual; and may be operated by a franchisee who also owns or operates all or a significant part of the venue where the Select Shop is located, such as a sports stadium, resort property or grocery store.

A Satellite is an additional selling point established in connection with an already-existing Shop.

Initial Franchise Fee

Shops

Before you open for business you must pay us an Initial Franchise Fee. The Initial Franchise Fee varies from \$15,000 to \$30,000, depending upon whether you are new to the Häagen-Dazs System. The Initial Franchise Fee described above applies to a franchise for a new Häagen-Dazs Shop.

In addition to these fees, you will purchase Häagen-Dazs brand frozen dessert products from our affiliate, Dreyer's Grand Ice Cream, Inc. (See Items 1 and 8). We estimate that your opening inventory of Häagen-Dazs brand frozen dessert products will cost approximately \$5,000 to \$9,000.

If you already have a Shop, and are now being offered the opportunity to establish a Satellite, then you will pay the fees described below in the "Satellites" section of this Item 5.

If you already have a Shop, and are now being offered the opportunity to enter into a successive term franchise agreement, then you will pay the fees described below in the "Successive Term Franchise Agreement" section of this Item 5.

Select Shops

As noted above, we do not intend to grant a franchise for a Select Shop, except under circumstances when the development of a Shop would be unusual. The information in this section does not apply to you, unless we are now offering you an opportunity to obtain a Select Shop franchise.

There is no Initial Franchise Fee for a Select Shop. However, you will pay a "Continuing Franchise Fee," in addition to a royalty, based on the quantity of Häagen-Dazs brand products you purchase for use or sale from the Select Shop. (See Item 6).

Franchise Application Process

Before you pay us anything, you must send us a complete Franchise Application Package. If you send us an incomplete Application, then we may reject your Application or ask you to provide additional information.

First Häagen-Dazs Franchise

If you are applying for your first Häagen-Dazs Franchise, then you must come to Minneapolis for an interview as part of the application process. You will pay all of the expenses you incur in connection with the interview, including all of your travel, lodging, food and other expenses. We will not reimburse you for any expenses under any circumstances.

New Häagen-Dazs Shops

This section applies to you only if you are being offered a franchise for a new Häagen-Dazs Shop that you will develop. The Initial Franchise Fee for a new Shop is \$30,000 if you are a new franchisee, or \$15,000 if you are an existing franchisee and are purchasing an additional franchise.

You must pay an initial installment, in the amount of \$10,000, at the same time that you sign the Franchise Agreement. You will be required to pay the balance of the Franchise Fee within 15 days after we designate the Shop Premises (See "New Shop Development Procedures," below).

The franchise term will be 10 years from the date you open your Shop, unless you are unable to open your Shop within 3 years, in which case, among other possibilities, the term of your Franchise can be less than 10 years (See "New Shop Development Procedures," below).

Your Franchise Agreement will give you the opportunity to renew your franchise for a single additional 10-year term when it expires, if you meet all the conditions for renewal, and enter into our then current form of franchise agreement for the renewal term.

New Shop Development Procedures

The procedures for developing your Häagen-Dazs Shop are contained in Exhibit A to the Franchise Agreement, and are summarized here.

Under the Franchise Agreement you will have 3 years to open the Shop (the "Outside Opening Date"). If you don't open the Shop within 3 years from the date of the Franchise Agreement, then we will have the right to cancel the Franchise Agreement, and refund all but \$5,000 of the Initial Franchise Fee; or give you additional time to open the Shop, but the term of your Franchise will end 10 years

from the Outside Opening Date, no matter when you open the Shop; or require you to enter into our then current form of Franchise Agreement in replacement of the Franchise Agreement you previously signed. If we require you to enter into our then current form of Franchise Agreement, then we will also have the right to determine whether the term of the Franchise will expire 10 years from when you open the Shop, or 10 years from the Outside Opening Date determined under the original Franchise Agreement you signed, or some other date that would be memorialized when the replacement Franchise Agreement is signed.

The site selection process begins when you identify a particular "Proposed Site" where you would like to develop the Shop, such as a mall, or a specific on-street location. We will then tell you, in writing, either in the Franchise Agreement, or by letter, whether you can pursue the development of the Shop at the Proposed Site, which means that you would be able to conduct due diligence related to the Proposed Site, including entering into preliminary negotiations with the landlord. Our letting you pursue the Proposed Site may not be construed as an opinion or warranty that the Proposed Site will be viable, or that we will even designate all or any portion of the Proposed Site as the Shop Premises under your Franchise Agreement.

Your right to pursue the Proposed Site will not be exclusive. We can allow more than one Franchisee to pursue the same Proposed Site.

Before we will consider designating all or any portion of the Proposed Site as the Shop Premises, you must provide certain information to us, and must negotiate a proposed lease on terms that are acceptable to us. If you convince us that the Proposed Site would be a suitable location for the Shop, then we will designate all or a portion of the Proposed Site as the "Shop Premises." You should not make commitments to a landlord or anyone else in connection with a Proposed Site, unless and until we have designated it as the "Shop Premises."

If we decline to designate the Proposed Site as the Shop Premises, then we will have the option of canceling the Franchise Agreement, in which case we will refund all but \$5,000 of your initial franchise fee payment; or requiring you to designate and pursue another Proposed Site. You also have the option to cancel the Franchise Agreement at any time before we designate the Shop Premises, in which case we will refund all but \$5,000 of your initial franchise fee payment.

Our designation of the Shop Premises is not a warranty or assurance that the Shop developed at the Shop Premises will be successful, or will otherwise satisfy your business objectives.

Balance of Franchise Fee

When we designate the Shop Premises, you will have 15 days to pay the balance of the Franchise Fee. The balance of the Franchise Fee will be \$20,000 if you are new to the Häagen-Dazs System, or \$5,000 if you are an existing Häagen-Dazs franchisee. If you do not timely pay the balance of the Franchise

Fee, then we can cancel the Franchise Agreement and retain the initial payment of the Franchise Fee (\$10,000) without any further obligations to you.

Under your Franchise Agreement, you will need to identify a Designated Shop Manager, who must be acceptable to us, and who must successfully complete our training program to our satisfaction. Unless you already own a Häagen-Dazs Shop, are a professional foodservice provider, or the Franchisee is made up of only corporate entities (which we normally will not permit); the Designated Shop Manager will need to be one of the persons making-up the Franchisee under the Franchise Agreement. If your Designated Shop Manager does not complete training to our satisfaction, then we will give you the opportunity to select a different Designated Shop Manager. If you do not select a different Designated Shop Manager, or the second Designate Shop Manager that you select also fails to successfully complete our training program, then we may cancel this Franchise Agreement, and refund all but \$5,000 of the Initial Franchise Fee you paid us.

The Initial Franchise Fee for a new Häagen-Dazs Shop is uniform as to all franchisees, except that existing Häagen-Dazs Shop franchisees can purchase a franchise for a new Shop for \$15,000, instead of the \$30,000 paid by someone entering the Häagen-Dazs System.

The Initial Franchise Fee is also modified in the case of those franchisees opening a Shop under a Development Incentive Agreement (which we no longer offer); or in the case of a Franchise who began the development of a Häagen-Dazs Shop under our former development procedures (to the extent we determine as part of our transition to the development procedures described here).

Select Shops

The information in this "Select Shop" section applies to you only if you are now being offered the opportunity to enter into a Häagen-Dazs Select Agreement. A copy of the Select Agreement is attached to this Offering Circular as Exhibit F.

Our Select Shop offering is geared toward a franchisee who would establish a Select Shop within, and as complimentary to, a larger business that franchisee owns or operates. As such the typical Shop site selection procedures will not apply. Instead, we will specify the "Shop Premises" in the Select Agreement.

The Term of the Select Shop franchise is 5 years, unless you are unable to open your Select Shop within 6 months, in which case, among other possibilities, the term of your franchise can be less than 5 years (See "New Select Shop Development Procedures," below).

New Select Shop Development Procedures

Under the Franchise Agreement you will have 6 months to open the Select Shop (the "Outside Opening Date"). If you don't open the Select Shop within 6 months

from the date of the Select Agreement, then we will have the right to cancel the Select Agreement; or give you additional time to open the Select Shop, but at our election the term of your franchise will end 5 years from the Outside Opening Date, no matter when you open the Shop; or require you to enter into our then current form of Franchise Agreement in replacement of the Franchise Agreement you previously signed. If we require you to enter into our then current form of Select Agreement, then we will also have the right to determine whether the term of the Franchise will expire 5 years from when you open the Shop, or 5 years from the Outside Opening Date determined under the original Select Agreement you signed, or some other date that would be memorialized when the replacement Select Agreement is signed.

Incentive Agreement

The information in this "Incentive Agreement" section applies to you only if you are now being offered the opportunity to enter into a Häagen-Dazs Shop Development Incentive Agreement. A copy of the Incentive Agreement is attached to this Offering Circular as Exhibit E.

The Incentive Agreement represents a Franchise Fee discount program, under which you would pay an "Incentive Fee" but would not pay the Initial Franchise Fee normally payable in connection with "Qualifying Shops," as more particularly described below. In all other respects our standard Häagen-Dazs Shop development procedures apply, including the requirement that each Häagen-Dazs Shop be developed under the terms of a separate Franchise Agreement.

The fee structure of the Incentive Agreement is based on our expectation that we will only enter into a Incentive Agreement with someone who has been a franchisee in the Häagen-Dazs System for at least one year. If we make an exception, and enter into an Incentive Agreement with someone who is new to the Häagen-Dazs System, then we would most likely require payment of an increased fee, consistent with the fee structure of our franchise agreements.

If you desire to develop several Shops within a short time period, and we approve, then you may enter into an Incentive Agreement.

Under the Incentive Agreement you would pay us an "Incentive Fee" totaling \$30,000, in three installments. The first installment, of \$15,000, would be paid upon entering into the Incentive Agreement; subsequent installments of \$7,500 each would be due on each the first and second anniversary of the Incentive Agreement. The Incentive Fee is non-refundable, and is earned by us upon your signing of the Incentive Agreement, irrespective of whether you open any "Qualifying Shops" under its terms.

The "Term" of the Incentive Agreement would be either for 4 years from the date of the Incentive Agreement, or 3 years from the date you open the first Qualifying Shop, whichever ends first.

A "Qualifying Shop" is a Shop that you open for business, under the terms of the Incentive Agreement, and a corresponding Franchise Agreement. A Shop opened

under a Satellite Agreement will not count as a Qualifying Shop; nor will a Select Shop count as a Qualifying Shop.

For each Qualifying Shop that you develop under the Incentive Agreement, you will enter into a Franchise Agreement at the same time that you would if you were developing each Shop without an Incentive Agreement. However, you will not be required to pay the Initial Franchise Fee otherwise contemplated by the respective Franchise Agreement, for each Qualifying Shop that you open, up to a maximum of 5 Qualifying Shops. If you open more than 5 Qualifying Shops, then you would pay a \$5,000 Franchise Fee for each additional Qualifying Shop, within 30 days after the respective Qualifying Shop opens.

Because an existing Häagen-Dazs System Franchisee would normally pay a \$15,000 Franchise Fee for each new Häagen-Dazs Shop developed, the \$30,000 Incentive Fee is, at this time, equal to the Initial Franchise Fees for 2 Shops. Therefore, assuming this fee structure remains unchanged, you must open 3 or more Qualifying Shops to realize a net Initial Franchise Fee savings.

If you enter into a Franchise Agreement for a Shop anticipated to be opened under the Incentive Agreement, and that Shop is opened after the Term ends, or does not open, then you must pay all amounts that would normally have been paid under those same agreements, as if you had not entered into the Incentive Agreement .

By entering into an Incentive Agreement we are not agreeing that we will grant you any specific number of franchises, and we may at any time refuse to grant you a franchise for any reason, including if you fail to continue to satisfy our reasonable operational, financial, managerial and other standards.

Area Development Agreement

The information in this "Area Development Agreement" section applies to you only if you are now being offered the opportunity to enter into a Häagen-Dazs Shop Area Development Agreement. A copy of the Area Agreement is attached to this Offering Circular as Exhibit G.

The Area Agreement grants Häagen-Dazs Shop development rights for a defined geographic area. A number of significant terms will be negotiated on a case by case basis, including the specific Development Area; the Area Development Fee; the length of the Term; the number of Häagen-Dazs Shops that must be established during the Term (the "Development Quota"), as well as by specific points during the Term (each an "Interim Quota").

The Area Agreement grants exclusive Shop development rights within the Development Area, but is subject to number of exceptions. The exclusivity does not extend to Select Shops, or Satellites, or successive term franchise agreements. There are also exceptions for certain non-traditional venues. (Refer to Item 12). The exclusivity can also be lost if an Interim Quota is not satisfied. There is also a first refusal process that permits Shoppe Company to establish or grant someone else the right to establish a

Shop at a specific location if you decline to develop a Shop at a potential Shop location that we bring to your attention.

Each New Shop will be established under the terms of a separate Franchise Agreement. However, you will not be required to pay a Franchise Fee for any New Shop, except in the case of a New Shop opened in excess of the agreed upon Development Quota, in which case the Franchise Fee is \$5,000. Other financial terms will be consistent with our offering at the time we enter a Franchise Agreement, with some minor exceptions, such as a cap on the royalty that we could impose.

As noted above, a number of business terms are subject to negotiation. This is because no two Development Areas will be alike, and the specific terms to be negotiated will to a significant degree be based on the Development Area. We do not anticipate entering into a large number of Area Agreements. While we may enter into an Area Agreement for a Development Area where there are already Shops, for the most part the Area Agreement is perceived as a vehicle for establishing Shops in geographic areas where Shops do not already exist, or exist in fairly limited numbers.

Although, we anticipate entering into the number of Franchise Agreements necessary to satisfy the Development Quota, we may refuse to grant you a franchise if you fail to continue to satisfy our reasonable operational, financial, managerial and other standards.

Satellites

The information presented in this "Satellites" section applies to you only if you are now being offered the opportunity to develop a Satellite, which is an additional selling point in a mall or other commercial facility where you already have a Shop. In general, a Satellite is operationally dependent upon your existing Shop, and located within the territory granted by the Franchise Agreement for your Shop. If you are presently being offered the opportunity to purchase a Shop franchise, then you should not assume you will have an opportunity to develop a Satellite in the future, or that, if offered to you in the future, then that the terms would be the same as they are now.

At this time, and under certain limited circumstances, we may permit the development of a Satellite. In most cases you will use your existing Shop for storage space, and for certain preparation and cleaning activities associated with your Satellite. If you obtain our permission to develop a Satellite, then you will pay a non-refundable \$500 "Satellite Fee" when you sign a Häagen-Dazs Satellite Agreement. A copy of our standard Satellite Agreement is attached to this offering circular as Exhibit C. The Satellite Fee is not refundable, even if you never actually open a Satellite.

The Satellite Agreement will permit you to develop and operate a Satellite for a period of up to 10 years, but not exceeding the remaining term of the Franchise Agreement for your Shop.

Successive Term Franchise Agreement

If you are an existing franchisee, with a soon to expire Häagen-Dazs Shop Franchise Agreement, and are now being offered an opportunity to purchase a franchise for a successive term, then the amount of your franchise fee will depend upon whether you enter into the Häagen-Dazs Successor Franchise Addendum (the "Addendum").

To be eligible to enter into the Addendum, the Shop and Franchise Agreement in connection with which you are being offered the opportunity to purchase a franchise for a successive term must meet each of the following criteria: (1) The Shop must have been opened for business before September 1, 1998, in the same location where it would be open for business in connection with a successive term Franchise Agreement; (2) the franchise agreement under which the Shop has most recently been operating (the "Prior Franchise Agreement") must have been issued before September 1, 1998; (3) the Prior Franchise Agreement must not have been modified by a test agreement or other document by which you were permitted to sell products in addition to those which all Shoppe Company franchisees are permitted to sell, or by which you agreed to pay royalties on a percentage of sales basis.

If you are eligible to enter into the Addendum, then you may elect to continue in force and effect certain financial aspects of the Prior Franchise Agreement, by executing the Addendum in the form which is attached as Exhibit D to this Offering Circular, at the same time that you execute the successive term Franchise Agreement. If you execute the Addendum, then the initial franchise fee will be \$2,550 per year for up to a 10-year term, although this amount may be paid in annual installments. The term of the franchise will be for up to 10 years, not exceeding the term of the lease that you present to us in connection with the issuance of your Franchise Agreement. There is no discount in the case of a partial year.

If you are not eligible to enter into the Addendum, or if you are eligible but decide not to enter into the Addendum, then the Initial Franchise Fee will be \$10,000. The entire fee is due when you sign your Franchise Agreement. The term of the franchise will be for 10 years, even if the lease that you present to us in connection with the issuance of your Franchise Agreement is for a different period.

The Franchise Agreement does not grant you any right to renew the franchise at the end of the successive term. We may withdraw our offer to enter into a successive term Franchise Agreement with you if you fail to timely comply with the procedures prescribed by us.

If your Shop does not conform to current Häagen-Dazs design criteria, then we may require you to remodel your Shop during the first year of your successive term. If you are obligated to remodel during the first year of your successive term, and you fail to do so, then we may terminate your Franchise Agreement.

Shops with Leveraged Management/Resources

Depending upon the particular circumstances we may consider offering you a franchise for a Shop that you would operate nearby or contiguous to other food or complimentary

concepts that you own. If we do so, then we will require that at least 1 counter employee be dedicated to the Häagen-Dazs Shop whenever it is opened. Under these circumstances we may permit certain shared resources, such as a shared manager, and possibly shared back room and/or storage room. However, to the consuming public, the Shop must appear to be distinctly separate from other concepts you operate. This is accomplished through the use of separate menu boards, signage, and cash register, and by constructing a dividing full wall or half-wall (waist to chest high) to separate the concepts. We may, in our sole and absolute discretion, allow a less clear-cut physical differentiation. To further identify the Shop as a separate business the standard Shop uniform is required, unless we, in our sole and absolute discretion, allow you to combine certain standard Shop uniform elements such as hat or apron with a non-standard uniform also reviewed and approved by us. Whether we permit you to have a shared back room will be dependent upon a number of factors, including whether shared facilities might result in any cross-contamination hazard. If we do permit you to have a shared back room, then it will be subject to our inspection standards. Irrespective of the particular other concepts, we will almost certainly require that you have a storage freezer that you will only use for the Shop. You will also be required to use cleaning chemicals that we have approved.

Modification of Standard Financial Terms

While in general we do not negotiate changes to the standard financial terms described in this Item 5, with respect to a franchise for a Shop, we occasionally agree to modifications based on unique circumstances. We anticipate possibly negotiating modifications to the terms of the Select Shop Franchise Agreement, in view of the nature of the commercial environments where we would anticipate the establishment of a Select Shop. As noted above, the terms of our Area Development Agreement will be negotiated on a case by case basis.

During the most recently completed fiscal year: we agreed to a modified fee structure in connection with the establishment of a Shop with limited menu offerings in a resort; we agreed to a modified fee structure in connection with the simultaneous development of two Shops and a Satellite; and we agreed to a modified fee structure in connection with the development of three Shops in three affiliated resort properties with respect to which our affiliate also obtained exclusive frozen dessert distribution rights.

Item 6. OTHER FEES

Shop or Satellite (For Select Shop See Table on Next Page)

Name of Fee	Amount	Due Date	Remarks
Continuing Royalty Fee ¹	4% of Gross Sales ³	Payable weekly (or less frequently as determined by us); we may collect an amount representing our approximation of the royalty when you purchase certain products.	The franchise agreement defines gross sales to include anything you sell from your Shop, even if sold in violation of your franchise agreement. ⁵ The amount pre-collected may be based on a prescribed number of cents per gallon of "Häagen-Dazs" product used in the Shop.
General Marketing Contribution ¹	\$4,250 per year for a Shop (at this time) \$2,125 per year for a Satellite (at this time)	Payable monthly	The General Marketing Contribution is \$4,250 per year as of the date of this Offering Circular, and is subject to annual increases in accordance with a formula in the Franchise Agreement tied to the Consumer Price Index. The rate will increase to \$4,375 soon after the date of this Offering Circular, and will again be subject to change in accordance with the formula (and is subject to further change periodically). We may, but need not, delay periodic increases.
Local Marketing Contribution ¹	1% of Gross Sales ^{4,5}	Payable weekly (or less frequently as determined by us).	Your Local Marketing Contribution will equal 1% of your gross sales. The Local Marketing Fund your Local Marketing Contributions create will be used by us for Local Marketing Activities that we think will be of some benefit to your Shop, or will be made available to you on a reimbursement basis for Local Marketing Activities approved by us and undertaken by you. If we elect to make the Local Marketing Funds available to you on a reimbursement basis, but you do not become entitled to a portion of those Local Marketing Funds within the time periods that we occasionally establish, then the portion to which you do not become entitled will be used by us in the same manner as your General Marketing Contribution. If you are purchasing a Satellite Agreement, then the amount you will pay will be based on the percentage, if any, that the Franchise Agreement for your related Shop requires you to pay.
Transfer Fee ¹	\$10,000	Payable before your transfer becomes effective.	We may temporarily reduce and reinstate this fee, occasionally at our discretion, in accordance with special transfer policies we implement. See Item 17.
Product Purchases ²	(See Item 8)		
Inspection Fees ¹	\$100 per hour plus actual expenses	When incurred	If an inspection of your Shop discloses violations of applicable System standards previously noted in an earlier Shop inspection, then we may require you to reimburse us for the cost of the second inspection at the rate of \$100 per hour plus expenses.
Audit Fees ¹	Costs of Audit including Legal Fees	When incurred	If you submit materially inaccurate financial information in connection with the payment of royalties or marketing contributions, or do not permit inspection of your books and records.
Alternative Supplier Review Fee ¹	All reasonable expenses incurred	When incurred	In certain limited circumstances you may seek approval of alternative sources of supply for certain items.
Remedial Training Fee ¹	All reasonable expenses incurred	When incurred	In lieu of declaring a breach, we may, but need not require you to attend a remedial training session to address operational deficiencies.
Late Payment Charge ^{1,6}	10% of late payment; interest at up to 18% per year	Upon Failure to Timely Pay Amounts Owed	We may, but are not required to, impose late payment charges and interest on late payments.

(Item 6 Table Notes begin on Page 17)

Select Shop (For Shop or Satellite, See Table on Previous Page)

Name of Fee	Amount	Due Date	Remarks
Continuing Franchise Fee	\$1.00 per gallon of Häagen-Dazs brand products purchased	When payment for Häagen-Dazs brand products is due, unless separately invoiced	We may elect to have the supplier of Häagen-Dazs brand products (see Item 8) collect the Continuing Franchise Fee on our behalf.
Continuing Royalty Fee	\$1.70 per gallon of Häagen-Dazs brand products (at this time)	When payment for Häagen-Dazs brand products is due, unless separately invoices	We may elect to have the supplier of Häagen-Dazs brand products (see Item 8) collect the Continuing Royalty Fee on our behalf. The Continuing Royalty Fee is based on a prescribed number of cents per gallon of "Häagen-Dazs" product used in the Shop. The original base rate was \$0.40 per gallon, adjusted in proportion to annual changes in the U.S. Consumer Price Index under a formula stated in the Select Agreement. The adjusted rate as of the date of this Offering Circular is \$1.70 per gallon (and the rate is subject to further change periodically); the rate will soon after the date of this Offering Circular increase to \$1.75 per gallon.
General Marketing Contribution ¹	\$1,062.50 (at this time)	Payable annually	The General Marketing Contribution for a Select Shop is 25% of the General Marketing Contribution for a Shop. The General Marketing Contribution for a Shop is \$4,250 per year as of the date of this Offering Circular, and is subject to annual increases in accordance with a formula in the Franchise Agreement tied to the Consumer Price Index. The rate will increase to \$4,375 soon after the date of this Offering Circular, and will again be subject to change in accordance with the formula (and is subject to further change periodically). We may, but need not, delay periodic increases.
Transfer Fee ¹	\$1,000 in the case of a Select Shop	Payable before your transfer becomes effective.	We may temporarily reduce and reinstate this fee, occasionally, at our discretion, in accordance with special transfer policies we implement. See Item 17.
Product Purchases ²	(See Item 8)		
Inspection Fees ¹	\$100 per hour plus actual expenses	When incurred	If an inspection of your Shop discloses violations of applicable System standards previously noted in an earlier Shop inspection, then we may require you to reimburse us for the cost of the second inspection at the rate of \$100 per hour plus expenses.
Audit Fees ¹	Costs of Audit including Legal Fees	When incurred	If you submit materially inaccurate financial information in connection with the payment of royalties or marketing contributions, or do not permit inspection of your books and records.
Alternative Supplier Review Fee ¹	All reasonable expenses incurred	When incurred	In certain limited circumstances you may seek approval of alternative sources of supply for certain items.
Remedial Training Fee ¹	All reasonable expenses incurred	When incurred	In lieu of declaring a breach, we may, but need not require you to attend a remedial training session to address operational deficiencies.
Late Payment Charge ^{1,6}	10% of late payment; interest at up to 18% per year	Upon Failure to Timely Pay Amounts Owed	We may, but are not required to, impose late payment charges and interest on late payments.

(Item 6 Table Notes begin on Page 17)

Area Development Agreement

Name of Fee	Amount	Due Date	Remarks
Development Fee	To be negotiated	Upon signing of Area Development Agreement	The Development Fee is in place of the initial franchise fee that would otherwise be payable for each New Shop opened in satisfaction of the Development Quota. See first table in this Item 7 for the other fees payable under the Franchise Agreement.
Franchise Fee (for Shops in excess of Development Quota)	\$5,000	Within 30 days after the opening of the Shop.	The Area Development Agreement will require you to open a specific number of New Shops. (See Item 5). If you open more New Shops than required by the Area Development Agreement, then you will pay this fee for each additional New Shop.
Liquidated Damages	Varies	Within 30 days after the expiration of the Term of the Area Development Agreement	Applies if you fail to satisfy the Development Quota. The amount of the Liquidated Damages will be based on the number of New Shops you failed to timely open, and the average annual royalty paid to us in connection with the other Shops in the Development Area.

Item 6 Table Notes:

1. Fees are payable to Shoppe Company and are non-refundable. Interest on fees not timely paid may be charged at the lower of 18% per year, or the permissible interest rate where your Shop is located.
2. You must purchase your entire requirements of ice cream and other frozen dessert products from Shoppe Company's parent company, Dreyer's Grand Ice Cream Company, Inc. (See Items 1 and 8).
3. Franchisees currently purchasing a Successive Term Franchise, and who meet the eligibility requirements described in Item 5, may elect to enter into a Häagen-Dazs Shop Franchise Agreement Addendum, in the form attached to this Offering Circular as Exhibit D, in which case the royalty fee is based on a prescribed number of cents per gallon of "Häagen-Dazs" product used in the Shop. The original base rate was \$0.40 per gallon, adjusted in proportion to annual changes in the U.S. Consumer Price Index under a formula stated in the Franchise Agreement. The adjusted rate as of the date of this Offering Circular is \$1.70 per gallon (and the rate is subject to further change periodically); the rate will soon after the date of this Offering Circular increase to \$1.75 per gallon. We may, but need not, delay periodic increases. If you are purchasing a Satellite Agreement, then the royalty obligation contained in your franchise agreement will be extended to cover your Satellite.
4. Franchisees currently purchasing a Successive Term Franchise, and who meet the eligibility requirements described in Item 5, may elect to enter into a Häagen-Dazs Shop Franchise Agreement Addendum, in the form attached to this Offering Circular as Exhibit D, in which case no Local Marketing Contribution will be paid.
5. The Franchise Agreement defines "Gross Sales" to mean:

"all revenue derived from the sale, at regular selling prices before any discounts or allowances, of any food, merchandise and services from the Shop, all income of every kind and nature related to the Shop, Franchise, and/or Marks, even if derived from sales or activities not permitted by this Agreement; the fair value of any non-monetary consideration received by Franchisee for any food, merchandise, and services, from the Shop, which are bartered, traded or otherwise exchanged by Franchisee for valuable goods or services; and all proceeds of any business interruption insurance policies related to the Shop or Franchise" exclusive of any applicable sales, excise or other taxes. If Franchisee is authorized by Shoppe Company, or without such authorization, sells food, merchandise or services associated with the Marks away from the Shop, then the revenues from those sales shall be a part of Franchisee's Gross Sales..."
6. The late payment provisions also apply to amounts not timely paid to our affiliates, including in connection with your purchases of Häagen-Dazs brand products.

Item 7. INITIAL INVESTMENT

The amount of your initial investment will vary depending upon a number of factors, including the type of Shop you develop.

YOUR ESTIMATED INITIAL INVESTMENT (Shop or Satellite)

Item	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$15,000 for existing franchisees or \$30,000 for new franchisees, in the case of a franchise for a new Shop.	(Note 1)	\$10,000 due when Franchise Agreement is Signed; Balance due when Shop Premises are designated (Note 1)	Shoppe Company
	\$500 Satellite Fee in the case of an existing franchisee being granted a Satellite Agreement in connection with an existing Shop.		When Satellite Agreement is Signed.	Shoppe Company
	\$10,000 for existing franchisees purchasing a successive term franchise; \$2,550/year for eligible existing franchisees purchasing a successive term franchise and making the election described in Item 5. (Note 2)	(Note 2)	When Franchise Agreement is Signed (Note 2)	Shoppe Company
Travel and Living Expenses to Attend Application Interview	\$1,500 (Note 3)	As Incurred	As Arranged	Airlines, Hotels and Restaurants
Travel and Living Expenses During Training	\$3,100 (Note 4)	As Incurred	As arranged	Airlines, Hotels and Restaurants
Leasehold Improvements	\$8,000 to \$195,000 (Note 5)	(Note 5)	(Note 5)	Third party vendors
Deposits and Licenses	\$7,500 to \$17,500 (Note 6)	As incurred	As incurred	Third parties
Equipment, Fixtures and Furnishings	\$20,000 to \$75,000	As incurred	Before opening	Third party suppliers
Opening Inventory	\$5,000 to \$9,000	As incurred	Before opening	Dreyer's and various third-party suppliers
Insurance	\$1,500 to \$2,500 (Note 7)	As Incurred	As incurred	Insurance carriers
Additional Funds - 3 Months	\$10,250 to \$63,500 (Note 8)	As incurred	As incurred	Employees, landlord, suppliers, utilities, etc.
Totals				
New Franchisee	\$86,850-\$397,100 (Note 9)			
Existing Franchisee	\$65,250-\$380,600 (Notes 9, 10, and 12, 14)			
Satellite	\$52,750-\$366,100 (Notes 9 and 11)			

YOUR ESTIMATED INITIAL INVESTMENT (Häagen-Dazs Select Shop)

Item	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Travel and Living Expenses to Attend Application Interview	\$0 to \$1,500 (Note 3)	As Incurred	As Arranged	Airlines, Hotels and Restaurants
Travel and Living Expenses During Training	\$300-\$1,600 (Note 4)	As Incurred	As arranged	Airlines, Hotels and Restaurants
Leasehold Improvements	\$3,000 to \$160,000 (Note 5)	(Note 5)	(Note 5)	Third party vendors
Deposits and Licenses	\$0 to \$10,000 (Note 6)	As incurred	As incurred	Third parties
Equipment, Fixtures and Furnishings	\$4,000 to \$25,000 (Note 13)	As incurred	Before opening	Third party suppliers
Opening Inventory	\$1,500 to 5,000	As incurred	Before opening	Dreyer's and various third-party suppliers
Insurance	\$0 to \$2,500 (Note 7)	As Incurred	As incurred	Insurance carriers
Additional Funds - 3 Months	\$6,000 to \$50,000 (Note 8)	As incurred	As incurred	Employees, landlord, suppliers, utilities, etc.
Totals	\$14,800 to 255,600 (Notes 9 and 13)			

Item 7 Table Notes:

1. If, under our prior development procedures you entered into a Franchise Development Agreement in connection with the Shop, then (a) the amount you will be required to pay at the time you sign the Franchise Agreement will be reduced by the Franchise Development Fee that you paid; and (b) the amount of your Initial Franchise Fee may also be reduced to reflect the franchise fee that was being charged when you entered into the Franchise Development Agreement.
2. The Franchise Agreement must be signed 90 days prior to the expiration of your current franchise agreement, unless a shorter time period is allowed by us. The fee is \$10,000 for a term of 10 years. However, if you are eligible to make the election described in Item 5, and elect to enter into the Häagen-Dazs Successor Franchise Addendum in the form attached to this Offering Circular as Exhibit D, then you will be required to pay \$2,550 per year of the term of your franchise, which may be paid on an annual basis, be for a term that is coterminous with your lease, but may not exceed 10 years. There is no discount for a partial year.
3. Assumes 1 person, 1 night of lodging at \$100/night, 1 day of food costs at \$40/day, and round-trip air fare at \$1,200. Actual costs will vary considerably depending upon location of travel origin, and number of persons. This expense will be incurred even if your Franchise Application is not accepted by Shoppe Company. Existing Franchisees are normally not required to attend an interview.

We may not require an interview in Minneapolis in the case of a Select Shop, if we have a sufficient understanding of your operational experience based on your existing business operations.

4. Assumes 1 person, 12 nights of lodging at \$100/night, and 12 days of food costs at \$40/day, and round-trip air fare at \$1,200. Actual costs will vary considerably depending upon location of travel origin, and number of persons. This expense will be incurred even if you do not pass training.

In the case of a Select Shop training may take place at the Select Shop itself, or we may require attendance at a 6 day training session in Minneapolis.

5. Franchisees' expenditures for real property for Häagen-Dazs Shop premises vary substantially from one Shop location to another and are determined by local market conditions including the Shop's geographic area, location, improvements, size, utilities, term of lease, negotiating ability of the franchisee and other competitive or market forces involved in the acquisition or lease of real property. New Shops typically range from 200 to 1,800 square feet but are usually approximately 500 to 1,000 square feet in size and are usually located in active shopping areas such as selected locations in regional malls. You can estimate your particular real property expenditure by discussing these requirements with persons active in the real property business in the area of your proposed Shop such as developers and commercial property lessors, or your independent business or real estate advisor. Expenditures for real property are made directly to the owner or landlord of the real property. Shops ordinarily are developed in existing shopping center buildings or in-line locations and rarely are established in free-standing buildings.

In the case of a Select Shop, the investment range takes into account that you probably own or operate the facility in which the Select Shop will be located.

Construction, remodeling, leasehold improvements and decorating all must be performed in accordance with standards and requirements established by us, and subject to the requirements of the landlord. Your level of investment will vary widely according to the peculiarities of your Shop location, with tenant allowances sometimes available from developers or landlords. Where real property is acquired by lease, owners and landlords are often willing to perform certain of those improvements in exchange for larger rent payments. Payments for construction, remodeling, leasehold improvements and decorating are made directly to the supplier of those services under the terms bargained for by you.

In considering any Shop facility, you should be aware that Title III of the Americans with Disabilities Act of 1990, 42 U.S.C., Section 1201, et seq. (ADA), became effective January 26, 1992. The ADA requires that public accommodations (which includes shops and restaurants) be readily accessible to and usable by disabled persons. The implementation of the ADA may increase the costs of construction of new Shops and may require alteration of existing Shops. In addition, similar state laws may impact construction costs. The ADA Accessibility Guidelines contain general design standards for building and site elements, such as parking, accessible routes, ramps, stairs, elevators, doors, entrances, drinking fountains, bathrooms, controls and operating mechanisms, areas, automated teller machines and dressing rooms. They also have specific technical standards for shops and restaurants. For specific information about ADA requirements, including those affecting Public Services and Public Accommodations, the United States Government contact is: Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P. O. Box 66118, Washington, D.C. 20035-6118.

6. Security deposits and other prepaid expense will vary according to your, and your Shop's, particular circumstances. Security deposits or prepaid expenses are often required in connection with real property leases, personal property leases, utility requirements, insurance requirements and telephone arrangements. Down payments may be required by vendors of equipment, fixtures and other assets. Generally the amount of each security deposit, down payment or prepaid expense is determined by the arrangements negotiated by you and each vendor. The extent to which such payments are refundable is governed by the terms of the agreements or as regulated by law.

Various permits and licenses are required by governmental regulations on either an isolated or recurring basis. Typical permits include those from health departments, fire departments, food establishment regulatory agencies, labor departments, sales tax bureaus and other similar governmental agencies. You should investigate the cost and availability of these permits before making any commitment. The amounts and due dates of permit fees are determined by governmental authorities and you must pay such fees to them directly, usually before opening.

Investment range takes into account that, in the case of a Select Shop, you may already have the licenses and permits needed to operate the Select Shop.

7. You are required by the Franchise Agreement to purchase and maintain general liability insurance and product/completed operations insurance in minimum amounts of \$1,000,000 aggregate single limit coverage and to maintain other insurance as accordance with state law requirements. Initial premiums for the insurance are subject to change due to market forces beyond the control of Shoppe Company or you. Failure to maintain such insurance may result in loss of the franchise. The cost of other coverage, including your discretionary purchases, varies widely but usually comes to \$1,500 to \$2,500 per year. We may occasionally increase the minimum amount of insurance coverage we will require you to maintain during the term of your Franchise Agreement.

In the case of a Select Shop, the investment table reflects the possibility that your existing insurance premium would not change in connection with your establishment of a Select Shop.

8. This estimates expenses, including payment of marketing contributions, royalties, rent and payroll costs, and replenishing of inventory over an initial start-up period of 3 months. These figures are estimates only and Shoppe Company does not guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as the degree to which you follow our methods and procedures, your management skill, experience and business acumen, general economic conditions, the prevailing wage rate and competition.
9. You are cautioned to allow in all categories for inflation, local price and supply conditions, discretionary expenditures, unforeseen delays or strikes, and other factors, which can cause rapid, substantial, unpredictable and sometimes uncontrollable increases in cost. You also are cautioned that the estimated typical initial investment costs stated herein reflect only initial cash outlays. Long term investment commitments and financing costs will be substantially higher.

You should expect substantial and continuing operating expenses in connection with ongoing operations of your franchised Shop.

Amounts payable to Shoppe Company are not refundable, except to the extent described in Item 5. Amounts payable to Dreyer's for products are not refundable. The extent to which payments to third parties are refundable is governed by the terms of the agreements with those third parties, or by law.

10. Reflects: (a) reduced franchise fee paid by existing franchisees, (b) that we do not require existing franchisees to attend an interview in Minneapolis, and (c) that we may waive the requirement that an existing franchisee attend, or send a manager to attend training in Minneapolis.

11. Reflects: (a) Satellite Fee, (b) that we do not require existing franchisees to attend an interview in Minneapolis, and (c) that we may waive the requirement that an existing franchisee attend, or send a manager to attend training in Minneapolis.
12. This range will vary slightly if you have entered into a Häagen-Dazs Shop Development Incentive Agreement (See Item 5), which requires you to pay a non-refundable \$30,000 Incentive Fee, but eliminates the Initial Franchise Fee for some Qualifying Shops, and reduces it for others.
13. This range takes into account that you may already have certain of the equipment needed in connection with a Select Shop, such as a storage freezer.
14. If you develop Shops under an Area Development Agreement, the cost to develop each Shop will be consistent with the then current investment tables for a Shop, except that you will not pay the initial franchise fee, and you will have paid a negotiated Area Development Fee. Because the Area Development Fee will be negotiated (see Item 5), we cannot estimate what it will be.

Existing Shops. An already operating Shop being sold by its existing independent franchisee, or by Shoppe Company in certain cases, is sold as a unit at a price and upon terms and conditions directly and individually negotiated with its owner usually reflecting the value of the assets being sold, the going concern value of the business, and a profit to the seller. Shoppe Company may require renovations or repairs to an existing Shop as a condition to its consent to the transfer of the franchise. The costs of such renovations and repairs vary widely from unit to unit and will be in addition to the purchase price.

Item 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Under the Franchise Agreement you are required to obtain your Shop's entire requirements for ice cream, frozen yogurt, sorbet, and any other frozen desserts (dairy and non-dairy) and related products only from Shoppe Company or a source designated by Shoppe Company. Shoppe Company (or our designated source) sells these Häagen-Dazs brand products at prices that include a markup intended to make a profit on those sales. Shoppe Company has designated its corporate parent, Dreyer's Grand Ice Cream, Inc. as your only source for ice cream, frozen yogurt, and related products. (See Item 1). Dreyer's will sell these products to you at prices that include a markup intended to make a profit for Dreyer's, some, none or all of which Dreyer's may allocate to Shoppe Company.

Dreyer's derives revenue from Franchisee required purchases of Häagen-Dazs brand ice cream, frozen yogurt, sorbet and other products. In the year ended December 30, 2006, Dreyer's revenue from required purchases, before taking into account the rebate to Shoppe Company described below, was approximately \$13,795,000, which is approximately 0.6% percent of Dreyer's total revenues during that period. Dreyer's manufacturers Häagen-Dazs brand prepackaged single serving ice cream novelties, which are presently not required menu items for Haagen-Dazs Shops. In the year ended December 30, 2006, Dreyer's revenue from purchases of these novelties by Franchisees was approximately \$147,000, which is less than 1/100th of 1% of Dreyer's total revenues during that period. Shoppe Company receives a commission based on Dreyer's sales of tubs of Häagen-Dazs brand products to you and other Häagen-Dazs Shop franchisees. In connection with Shoppe Company's most recently completed fiscal year, the commission received from Dreyer's was \$3.10 per tub, resulting in a total commission of approximately \$1,457,000.

We do not derive revenue from selling or leasing property or equipment to franchisees. We may occasionally impose costs in connection with certain marketing materials we make available to you although the revenue derived in connection with these sales is anticipated to be less than the costs of making them available to you. You are required to purchase only Häagen-Dazs brand ice cream, frozen yogurt, sorbet, and other Häagen-Dazs brand frozen dessert products that may exist from time to time, that we authorize for sale. These Häagen-Dazs frozen dessert products will make up substantially all the variable costs of sale items required in operating your Shop, and will account for approximately 20-25% of your total cost to operate your Shop. We do not establish annual minimum required purchases of Häagen-Dazs brand ice cream, frozen yogurt, sorbet, and other Häagen-Dazs brand frozen dessert products. Supplies of ice cream and other products are subject to availability and can be interrupted by strikes, shortages of raw materials, government actions and other causes. We do not guarantee you that you will be able to purchase specific products or flavors in the quantities you would like.

The Franchise Agreement obligates you to establish and operate at your expense a retail "Häagen-Dazs" Shop using signage, items of ice cream merchandising equipment, and related trade fixtures all of which comply with specifications prescribed by Shoppe Company under authority of the trademark owner, HDIP, Inc. (See Item 13).

With a few exceptions, the Franchise Agreement allows you to obtain from any available source approved trade fixtures required for operation of the business that meet the standards and specifications set by us. We can require you to obtain your menu board, which is part of your Shop's trade dress, from a source we designate. We can require you to purchase the components of your POS System (See Item 11) from, and have your POS System programmed by, a source we designate. We can require you to subscribe to credit card processing services and a gift card program we designate. Except in unusual instances, Shoppe Company, plans to require all new Häagen-Dazs Shops to use credit card processing services provided by B.A. Merchant Services, in connection with which Shoppe Company will receive a rebate, as described below.

You may obtain approved packaging and paper goods from any manufacturer that has obtained a license from us or our affiliate to imprint the "Häagen-Dazs" trademarks and required text on such materials. Before purchasing packaging and paper goods from a new or unlicensed vendor, you must, in writing, request us to grant a license to the vendor. We will grant the license if the vendor is capable of producing and commits to produce in accordance with our specifications and standards, and, in our opinion, would not result in an excessive number of suppliers for the same approved item. The Franchise Agreement expressly provides that syrups, toppings, flavorings, cones and similar other items offered for consumption by the retail purchaser must be purchased from approved sources of supply, or meet standards and specifications set by us.

Standards and specifications for "Häagen-Dazs" Shops and products will be made available to you after execution of the Franchise Agreement. These include blueprints for sign design, lists of approved ice cream merchandising equipment and related trade fixtures, and approved syrups, toppings, flavorings, cones and similar products offered for consumption by the retail customer.

The standards for syrups, toppings, flavorings, cones and similar products offered for consumption to the retail purchaser are established to enhance the "Häagen-Dazs" name, trademarks and customer acceptance and protect the goodwill of the "Häagen-Dazs" trademarks. Requests for approval of additional products must be in writing and contain any information we reasonably require. We may require you to submit samples of requested additional supplier's products, and will notify you within 90 days if those products meet our specifications. We reserve the right to charge you or the supplier for our actual costs of evaluating the proposed new product or supplier.

You must at all times maintain an inventory of food and drink products, and other supplies, adequate to satisfy customer demand at the Shop.

We reserve the right to receive consideration from suppliers and vendors and others for services rendered or rights licensed to such persons, and in connection with marketing and sales promotion programs, based upon a percentage up to a maximum of 15%, in connection with goods and services those suppliers and vendors provide to you. Shoppe Company recently extended and amended its agreement with B.A. Merchant Services (formerly with National Processing Center), resulting in a one-penny reduction to the per transaction processing fee payable to Bank of America by Shoppe Company franchisees whose Häagen-Dazs Shop credit card transactions are processed by Bank of America, and also providing for a one-penny rebate, to Shoppe Company, based on those same credit card transactions. There are no restrictions with respect to how Shoppe Company may use any rebates received from Bank of America.

Shoppe Company recently negotiated a three-year supply agreement with Solo Cup Company, resulting in an immediate reduction to the prices being paid by dry goods distributors for the Solo Cup items designated for use in Häagen-Dazs Shops, with the expectation that the price reduction will be past on to you. Under this agreement Shoppe Company receives a rebate equal to 2% of Solo's sales of Häagen-Dazs items to those distributors. There are no restrictions with respect to how Shoppe Company may use rebates received from Solo.

Shoppe Company may also invite various Häagen-Dazs system vendors and suppliers to attend, and contribute toward the costs of, a Häagen-Dazs franchisee convention.

Shoppe Company is an indirect subsidiary of Nestlé, S.A., ("Nestlé") the largest food company in the world. At this time, with the exception of Häagen-Dazs brand products, we do not require our franchisees to purchase products manufactured by Nestlé or its affiliates (each a "Nestlé Company"). However, we permit franchisees to offer certain items manufactured by a Nestlé Company (e.g. hot chocolate mix; chocolate chips), and are evaluating certain other Nestlé Company products as potential optional menu offerings. Because the currently approved Nestlé Company products are optional menu offerings, and are purchased on the open market (e.g. from grocery stores), we have no way of estimating the revenue realized by the Nestlé Companies as a result of these optional purchases, which would account for significantly less than 1% of your total costs of goods.

Item 9. FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THE FRANCHISE AND OTHER AGREEMENTS AND IN OTHER ITEMS OF THIS OFFERING CIRCULAR.

Obligation	Section in Agreement*	Item in Offering Circular
a. Site selection and acquisition/lease	Franchise Agreement, Section 3.1, Article 17, Exhibit A Satellite Agreement, Section Article 2 Select Agreement, Cover Sheet Area Agreement, Articles 5, 8	Items 5 and 7
b. Pre-opening purchases/leases	Franchise Agreement, Section 11.7 Satellite Agreement, Section 2.2 Select Agreement, Section 9.7	Items 8 and 11
c. Site development and other pre-opening requirements	Franchise Agreement, Section 3.1, Exhibit A, Exhibit B Satellite Agreement, Article 2 Select Agreement, Article 3 Area Agreement, Section 10.1	Items 5, 6, 7 and 11
d. Initial and Ongoing Training	Franchise Agreement, Sections 7.4, 11.3 Select Agreement, Section 9.3	Item 11
e. Opening	Franchise Agreement, Section 5.2, Exhibit A Satellite Agreement, Section 4.1; Select Agreement, Article 3 Area Agreement, Article 8	Item 11
f. Fees	Franchise Agreement, Article 7, Article 9, Sections 11.3.4, 11.12, 12.7, 14.3.5 Satellite Agreement, Articles 3, 5, 6 Franchise Agreement Addendum, Article 6 Incentive Agreement, Article 5 Select Agreement, Article 7, Sections 9.3.2, 9.12, 10.4, 12.2.4 Area Agreement, Article 6, Sections 8.3 8.5.	Items 5, 6 and 7
g. Compliance with Standards and Policies/Operating Manual	Franchise Agreement, Article 11 Select Agreement, Article 9	Item 11
h. Trademarks and proprietary information	Franchise Agreement, Article 10 Select Agreement, Article 8	Items 13 and 14
i. Restrictions on products/services offered	Franchise Agreement, Sections 11.6, 11.7 Franchise Agreement Addendum, Article 5 Select Agreement, Sections 9.6, 9.7	Item 16
j. Warranty and customer services requirements	Franchise Agreement, Sections 11.6, 11.7 Select Agreement, Sections 9.6, 9.7	Item 11
k. Territorial development and sales quotas	Select Agreement, Articles 5, 8	Items 5 and 12
l. Ongoing product/service purchases	Franchise Agreement, Sections 11.6, 11.7 Select Agreement, Sections 9.6, 9.7	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Franchise Agreement, Sections 3.2, 11.14, 11.15, Exhibit B Satellite Agreement, Article 8 Select Agreement, Article 3, Section 9.14	Item 11
n. Insurance	Franchise Agreement, Article 19; Exhibit B, Section 2.2.4 Satellite Agreement, Article 10 Select Agreement, Article 16	Items 6 and 7
o. Marketing	Franchise Agreement, Sections 9.7, 9.8, 11.6, 11.8, 11.23, 11.24 Franchise Agreement Addendum, Section 6.4 Select Agreement, Sections 7.4, 9.8	Items 6 and 11
p. Indemnification	Franchise Agreement, Section 21.3 Satellite Agreement, Section 8.2 Select Agreement, Sections 18.3, 18.4 Area Agreement, Section 15.2	None
q. Owner's participation/ management/staffing	Franchise Agreement, Sections 11.2, 11.3, 11.4	Item 15

r. Records and reports	Franchise Agreement, Sections 9.4, 9.6, 11.17, 11.18, 11.20, Article 12 Satellite Agreement, Sections 8.2, 8.3 Select Agreement, 9.15, 9.16	Item 15
s. Inspections and audits	Franchise Agreement, Sections 11.11, 12.5, 12.6 Select Agreement, Sections 9.11, 10.3, 10.4	Item 6
t. Transfer	Franchise Agreement, Article 14 Satellite Agreement, Article 12 Franchise Agreement Addendum, Section 6.5 Incentive Agreement, Article 8 Select Agreement, Article 12	Item 17
u. Renewal	Franchise Agreement, Section 5.2.5 Satellite Agreement, Article 4 Franchise Agreement Addendum, Section 5.2 Incentive Agreement, Article 2 Select Agreement, Section 5.3 Area Agreement, Article 4	Item 17
v. Post-termination obligations	Franchise Agreement, Article 16, Section 18.3 Select Agreement, Article 14, Section 15.2 Area Agreement, Section 8.3	Item 17
w. Non-competition covenants	Franchise Agreement, Article 18 Select Agreement, Article 15	Item 17
x. Dispute resolution	Franchise Agreement, Article 22 Satellite Agreement, Article 14 Incentive Agreement, Article 16 Area Agreement, Article 16	Item 17

* "Franchise Agreement" refers to the "Häagen-Dazs Shop Franchise Agreement" attached as Exhibit B. "Satellite Agreement" refers to the "Häagen-Dazs Satellite Agreement" attached as Exhibit C. "Franchise Agreement Addendum" refers to the "Häagen-Dazs Shop Franchise Agreement Addendum" attached as Exhibit D. "Incentive Agreement" refers to the "Häagen-Dazs Shop Development Incentive Agreement" attached as Exhibit E. "Select Agreement" refers to the "Häagen-Dazs Select Agreement" attached as Exhibit F. "Area Agreement" refers to the "Häagen-Dazs Shop Area Development Agreement" attached as Exhibit G.

Item 10. FINANCING

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

Item 11. FRANCHISOR'S OBLIGATIONS

Except as listed below, we need not provide any assistance to you. Our obligations to you, if you develop a Shop under a Franchise Agreement, are different than our obligations to you if you develop a Select Shop under a Select Agreement.

Shop Under a Franchise Agreement

Before you open your Shop, we will:

- a. provide you with a site evaluation package, that you are responsible for completing as part of your due diligence to determine whether your Proposed Site would be viable (see Item 5; Franchise Agreement, Exhibit C);
- b. provide you or your architect with prototypical design information for use by your architect in preparing the architectural plans and specifications for the construction of your Shop (see Franchise Agreement, Section 6.1);
- c. provide training in the major aspects of establishing and operating a "Häagen-Dazs" Shop (Franchise Agreement, Section 6.2). The Shop must be managed on a day-to-day, 40 hour per week basis by you, or someone else in your organization,

who has successfully completed, to our satisfaction, our training program. Our training program, "Häagen-Dazs University," lasts 12 days, and is normally coordinated by our Training Manager, Dave Menter, at our training facility in Minneapolis, Minnesota, or at another facility designated by us. If you are an existing Franchise acquiring an additional franchise, then we may permit you or your Designated Shop Manager to attend an abbreviated intense training program. Training may be conducted or assisted by other staff members. Upon request, or if required by us, training is provided to existing franchisees who acquire an additional franchise. We conduct training as close to the projected opening of the your Shop as practical. You must successfully complete training. No separate fee is charged for training assistance, but you must pay your own travel, room and board, and all other expenses you incur in connection with attending training. Franchisees in training are not compensated by us. We plan a system of regular system bulletins and periodic meetings and seminars for the dissemination of new concepts, procedures, systems and other useful information. You are expected to attend such meetings and you must pay all of your associated transportation and living expenses. A summary of Häagen-Dazs University is described in the table below:

Subject	Time Begun	Instructional Material	Hours of Classroom Training	Hours of On the Job Training	Instructor
Food Preparation and Shop Operation	Within 90 days before opening	Shop Manual	25	22	Staff
Records/Reports and Management	Within 90 days before opening	Shop Manual	39.5	2	Staff

Häagen-Dazs University is conducted in English. The Shop Operations Manual and other materials that we provide to you are written in English. Furthermore, most Shops are located in places where the predominant language is English. Therefore, we consider English language proficiency to be important both with respect to successful attendance at Häagen-Dazs University, and in connection with the day-to-day operation of your Shop, including being able to provide your customers with a high-level of customer service.

Häagen-Dazs University is conducted under the direction of our Training Manager, Dave Menter (See Item 2).

Previous to joining Shoppe Company, Mr. Menter held positions with various franchise concepts, including Dairy Queen; Leanne Chins, where he was Director of Training; and Play it Again Sports, where he for a time served in a training capacity.

Portions of Häagen-Dazs University are taught by General Manager, Dawn Uremovich; and Director of Operations, Adam Hanson; who have in the past each been directly responsible for Shoppe Company's training program. (See Item 2).

In general, but subject to modification based on instructor availability and other factors, the following instructors cover the following topics:

Mr. Menter	Shop Opening and Closing Procedures; Basic Recipes and Techniques; Product Ordering; Daily Cash and Sales Reconciliation; Month-End Inventory; Budget Development; Employee Scheduling; Human Resources; Cleaning and Sanitation; ESP (Environment Service Product) Audit Procedures and Adherence to Shoppe Company Operational Requirements; Royalty Calculation and Reporting; and Shop Performance Measures.
Varies	Basic Recipes and Techniques; Preventative Maintenance; Register Training; Cleaning and Sanitation; Yogurt Machine Assembly and, Disassembly; and Ice Cream Cake Preparation and Decoration.
Ms. Uremovich	Customer Service; Häagen-Dazs Brand Image, Positioning, and Representation; Häagen-Dazs Product Attributes, and Other Brands Comparison; and Month-End Inventory.
Mr. Hanson	Customer Service; Häagen-Dazs Product Attributes, and Other Brands Comparison; Cash and Sales Reconciliation; and Month-End Inventory. ESP (Environment Service Product) Audit Procedures and Adherence to Shoppe Company Operational Requirements; Profit & Loss Statement and Other Financial Statements Preparation; Royalty Calculation and Reporting; and Shop Performance Measures.

In general, other than Häagen-Dazs University, we are not required to offer, nor do we require you to attend any training program. However, we may occasionally provide you with ongoing instruction in connection with a new menu item. We may also require you to attend training, in lieu of terminating your franchise, if we are of the opinion that remedial training may enable you to correct a particular operation deficiency. (See Item 6).

d. reimburse you or provide you with credits equaling 50% of the costs you incur, if you spend at least \$3,000, up to a maximum contribution by us of \$2,000, in connection with an optional grand opening event conducted by you during the first 90 days your Shop is open (see Franchise Agreement, Section 8.2);

e. provide you with such opening assistance as we deem appropriate, which, if you are new to the System, will include the physical presence of one or more Shoppe Company representatives for at least 5 person-days (based on an 8-hour work day, just before, during, and/or right after you first open the Shop (see Franchise Agreement, Section 6.5);

f. during the term of the franchise, provide such ongoing assistance as we deem advisable (see Franchise Agreement, Section 6.7); and

g. provide you with a copy of the Shop Manual, which may occasionally be changed by Shoppe Company (see Franchise Agreement, Section 6.3). The table of contents of the Shop Manual is presently as follows:

SECTION	PAGE NUMBER
INTRODUCTION	
PRODUCTS	
Manufacturing	1
Product Handling	5
Flavor Descriptions	18
APPROVED PRODUCTS	
Beverages/Liquids	1
Packaging/Paper Goods	4
Miscellaneous	5
OPENING & CLOSING	
Introduction	1
Opening Procedures	2
Closing Procedures	3
RECIPES	
Introduction	1
Cups	7
Cones	11
Sundaes	13
Ice Cream Bars	17
Pints & Quarts	19
Soft Serve Yogurt Cups	21
Soft Serve Yogurt Cones	23
Shakes	25
Floats	27
Ice Cream Sodas	29
Sorbet Sipper® (frozen beverage)	31
Smoothies	33
Banana Split	35
Baileys® Shake	37
Dulce Split	39
Orange Dream	41
Dulce Shake	43
Coffee	45
CAKES	
Detailed Table of Contents	1
Equipment	2
Ice Cream Preparation	5
Preparing to Decorate	8
Decorating Techniques	11
Ice Cream Cake Recipes	17

SECTION.....	PAGE NUMBER
CUSTOMER SERVICE	
The Customer	2
The Elements of Exceptional Service	3
Supporting Exceptional Service	7
EQUIPMENT	
Dipping Cabinet	2
High Speed Blender	7
Ice Machine	9
Novelty Freezer	11
Refrigerator	13
Shake Machine	15
Soda Machine	16
Tempering Freezer	19
Thermometers	21
Walk-in Freezer	22
Warmers	25
Yogurt Machine	29
CLEANING AND SANITATION	
Cleaning Chemical Products	3
Cleaning Tools	4
Cleaning Procedures and Tasks	5
Pest Prevention/Pest Control	17
ESP	
Shop Exterior	2
Front Room/Customer Area	3
Customer Service	6
Front Room/Work Area	8
Back Room	16
Administration	20
EMPLOYEE MANAGEMENT	
Appearance and Personal Hygiene	2
Shop Job Descriptions and Responsibilities	4
Recruiting, Interviewing and Hiring	6
Training for Success	11
Employee Retention	15
Employee Motivation	19
ADMINISTRATION AND FORMS	
Role of Häagen-Dazs Franchise Business Manager	2
Financial Management	4
Safety and Security	28
Guidelines for Trademark Use	33

Select Shop Under a Select Agreement

Before you open your Select Shop, we will:

- a. provide you with the standard criteria for the design and construction of a Select Shop (see Select Agreement, Section 6.1);
- b. provide you with a limited amount of, consistent with the nature of the Selects Shop's product offerings, and other distinguishing factors (see Select Agreement, Section 6.2);
- c. provide you with that opening assistance that we consider appropriate (Select Agreement Section 6.5);

d. during the term of the Select Agreement franchise, provide such ongoing assistance as we deem advisable (Select Agreement Section 6.7); and

e. provide you with a copy of the Shop Manual, which may occasionally be changed by Shoppe Company (Select Agreement, Section 6.3), and which may be abridged or otherwise limited to those aspects of our standard Shop Manual which are applicable to your Select Shop. The table of contents of the full Shop Manual is presented above, under the "Shop Under a Franchise Agreement" section of this Item 11.

Additional Information

Shoppe Company has no contractual obligations to a proposed transferee of an existing Häagen-Dazs Shop or Select Shop. As a precondition to our consenting to the transfer of a Shop franchise, we require that certain credit, planning and other information be furnished to us and we may, but are not obligated to, provide training and site inspection and evaluation services. We have the right to require that a proposed transferee successfully complete training before we consent to a transfer.

During the operation of your Shop, we designate the supplier that will sell you your ice cream, frozen yogurt, sorbet and other frozen desserts and related products to be offered to retail purchasers as required in the Shop Manual. (See Franchise Agreement, Sections 6.6 and 11.7; Select Agreement, Sections 6.6 and 9.7).

Except in the case of a Select Shop, you must participate in sales promotion programs established periodically by us and must pay a monthly General Marketing Contribution calculated on the basis of the formula in your Franchise Agreement (See Item 6). In the case of a Select Shop you have greater discretion to decide whether to take advantage of marketing programs, some of which will not be applicable to the products that you sell, and you will pay a General Marketing Contribution on an annual basis, equal to 25% of the General Marketing Contribution payable under a Franchise Agreement for a Shop.

During the year ended December 30, 2006, Shoppe Company spent these funds in the following proportions: 31% for production, 8% for media placement, 26% for administrative expenses, 26% for creative development, 3% for shipping and 6% for point of purchase materials, in connection with various system-wide, regional, and local marketing initiatives. Shoppe Company is not required to spend any amount or proportion of marketing fees in any designated geographic area. Neither Shoppe Company nor our affiliates are paid for goods or services provided to any marketing fund.

Except in the case of a Select Shop, you must also pay us a Local Marketing Contribution based on your gross sales. (See Item 6). Local Marketing Contributions result in a fund for spending in connection with your Shop. However, if we make the Local Marketing Contributions available for spending by you, and you don't use them in the specified time-frame, then we will add the funds not timely spent to the General

Marketing Contributions collected from you and other franchisees. There is no Local Marketing Contribution in the case of a Select Shop.

Most System marketing is developed by us or by a marketing agency hired by us. You may develop advertising materials for your own use, at your own expense, but we must approve the materials in writing before you may use them. The franchise agreement does not preclude your use of electronic media, such as the internet for marketing purposes, but does not give you the right to engage in sales over the internet. You cannot have a website unless we first approve its content.

Marketing Contributions collected from franchisees are held in a separate balance sheet account; amounts not used in any fiscal year remain in the account for future use. On request, we will send you an annual summary of collections and expenditures from the marketing account. We do not use System Marketing Contributions to sell additional franchises.

The franchise agreement does not contemplate the formation of any advertising cooperatives, although occasionally franchisees in a discrete geographic area may cooperatively execute a particular marketing initiative.

Except in the case of a Select Shop, you must purchase and record all of your sales on a specific electronic point-of-sale cash register system ("POS System") that we have approved. The currently approved POS System consists of an approved cash register and approved modem, with associated software, cables, cash drawer, and other usual peripheral equipment. Currently there are two approved cash registers: the Samsung SER 7000 and Samsung SPS 1000, marketed by Samsung Information Systems America, Inc., 99 West Tasman Drive San Jose, CA 95134 (408) 544-5400. Currently there is one approved modem: the US Robotics External (Sportster) 56K Modem, manufactured by US, Robotics 935 National Parkway, Schaumburg, IL 60173, (877) 710-0884, but we would consider approving other modems that are compatible with the rest of the POS System. We require you to purchase your POS System from a particular vendor, CRC Systems, 1109 N. Himes Avenue, Tampa, FL 33607, 813.875.2911. CRC Systems programs the POS System in accordance with our requirements before shipping it to you. There is no specific POS System requirement for a Select Shop.

Currently you will not need to separately purchase software for the POS System, because all of the currently required software is included with the hardware. The included software can be programmed with proprietary information specific to our approved menu. We have not approved any equivalent components.

You will also be required to purchase equipment and subscribe to a service that will enable you to accept credit cards, debit cards, and similar devices that may in the future be developed. You will also be required to have equipment capable of issuing and accepting gift cards; and to participate in our gift card program, which requires you to both issue and accept gift cards.

You must continually keep the POS System in good operating order. Neither we nor the POS System equipment manufacturers have an obligation to provide ongoing maintenance, repairs, upgrades or updates. We can require you to enter into a maintenance contract, but at this time we only recommend that you do so. We understand that the price of a maintenance contract varies from one Samsung dealer to another, and by the components making up your POS System, but would probably be in the range of \$300-\$500 per year.

You will use the POS System to record all of your sales, print customer receipts, hold cash for daily operations, track sales and cash, individual employee sales, employee time and attendance, and product mix information. We recommend, but do not require, that you purchase an optional software polling package so that you can access the information recorded by your POS System from a personal computer, and analyze that information to create customized reports and better understand your business. We will have electronic and manual access to the information collected by your POS System. There are no contractual limitations on our right to access this information. You must connect your POS System to a local phone line dedicated for this purpose. We have no obligation to let you use the same phone line for another purpose, but if we let you, then you will need to make sure that no other device, such as a fax machine or answering machine, is capable of answering the phone line when your Shop is closed.

We may require you to periodically update or replace the software used by the POS System. We may also require you to upgrade or even replace the entire POS System or its major components to bring it into conformity with the then approved POS System. However, we will not require you to upgrade or replace the entire POS System more than once in any three-year period. Otherwise there is no contractual limitation on our right to require you to upgrade or replace POS System components at your own expense.

All information provided by you, whether downloaded from your POS System or otherwise, will become our property and may be used by us in any manner we consider appropriate. However, we will not share information from your POS System with our other franchisees without your permission, unless presented in a manner that would not reasonably enable our other franchisees to associate the data with your Shop.

Other than the POS System, we do not currently require you to have a computer system. However, we do require you to have an email account, and access to email and a reasonably current version of a popular web browser (e.g. Internet Explorer or Netscape). You may access email or the world wide web from your home, office, a public library, internet café, or other location of your selection.

In the case of a Shop, the length of time between an application for a new franchise and the opening of the Shop varies widely, but ordinarily ranges from 90 to 270 days. Your application does not require adherence to a prescribed schedule, but a Franchise Agreement will be issued after your application is approved. After the Franchise Agreement is issued, you will have 3 years to open the Shop. (See Item 5).

In the case of a Select Shop, the length of time between an application and the opening of the Shop is expected to be much shorter, because the typical Select Shop is developed in a location already controlled by the Select Shop franchisee. After the Select Agreement is issued, you will have 6 months to open the Select Shop. (See Item 5). If you fail to open the Select Shop within the specified time, then, among other options, we may cancel the Select Agreement.

Under your Franchise Agreement you will identify a "Proposed Site" where you would like to pursue for the development of the Shop. If we let you pursue the Proposed Site, then you will perform due diligence, and submit a "site package" to document the due diligence you have conducted to evaluate the Proposed Site. If you convince us that the development of the Shop at the Proposed Site makes sense, and that you should be selected to develop the Shop at the Proposed Site, and we believe a Shop at the Proposed Site would be consistent with the Häagen-Dazs brand image, then we will designate all or a portion of the Proposed Site as the Shop Premises. If you fail to open the Shop for business within the time specified in the Franchise Agreement, then, among other options available to us, we may cancel the Franchise Agreement. (See Item 5).

Item 12. TERRITORY

If we grant a protected area to you, then your Franchise Agreement will provide that, as long as you perform your obligations under the Franchise Agreement, we will not establish or license another person to establish a Häagen-Dazs Shop within the protected area we have granted to you. Products identified by the Häagen-Dazs trademarks are also distributed through distribution channels other than Häagen-Dazs Shops, including grocery stores, delicatessens, convenience stores, mobile carts, restaurants, licensed retail dessert outlets, schools and other institutional customers, and other outlets located in and out of your protected territory. The majority of the total gallons of Häagen-Dazs products are sold through such other channels of distribution. (See Item 1).

The protected area that you will be granted, if any, is based upon the specific location of your Shop.

If your Shop is in a densely populated urban area, as determined solely by, and fronts a street or is located in a small strip type shopping center, then you will not be granted a protected area, and we will be able to establish, and license others to establish, Häagen-Dazs Shops near to your Shop.

If your Shop is not in a densely populated urban area, as determined solely by us, and fronts a street or is located in a small strip type shopping center, then the Franchise Agreement provides that as long as you perform your obligations under the Franchise Agreement, we will not establish or license another person to establish a Häagen-Dazs Shop within 1/2 mile of your Shop in either direction on the same street on which your Shop is situated. If your Shop is at an intersection of two or more streets, then your protected area will only be applicable to one of the several streets. The 1/2 mile protection does not include open air malls, enclosed malls, enclosed commercial

facilities, or entertainment complexes which border the street on which your Shop is located. We retain the right to establish, and license others to establish, Häagen-Dazs Shops in open air malls, enclosed malls, enclosed commercial facilities, or entertainment complexes which border the street on which your Shop is located, even though they may be very close to your Shop.

If your Shop is in an open air mall, an enclosed mall, an enclosed commercial facility or entertainment complex, and the mall, facility or complex is less than 1.5 million square feet in area, then the Franchise Agreement provides that as long as you perform your obligations under the Franchise Agreement, we will not establish or license another person to establish a Häagen-Dazs Shop within the same mall, facility or complex. We retain the right to establish, and license others to establish, Häagen-Dazs Shops immediately outside of the mall, facility or complex in which your Shop is located.

If your Shop is in an open air mall, an enclosed mall, an enclosed commercial facility or entertainment complex, and the mall, facility or complex is more than 1.5 million square feet in area, or if your Shop is in an airport irrespective of square footage, then the Franchise Agreement provides that as long as you perform your obligations under the Franchise Agreement, we will not establish or license another person to establish a Häagen-Dazs Shop within the same discrete portion of the mall, facility, complex or airport which has been assigned to you. We retain the right to establish, and license others to establish, Häagen-Dazs Shops in other portions of the mall, facility, complex or airport in which your Shop is located. We also retain the right to establish, and license others to establish, Häagen-Dazs Shops immediately outside the mall, facility, complex or airport in which your Shop is located.

In the case of a Select Shop under a Select Agreement, your protected area will be limited to the commercial facility in which your Select Shop is located, which may be a facility already under your control. By way of example, if we grant you a franchise for a Select Shop in a stadium where you operate the concessions, then your protected area will be limited to the stadium.

Shoppe Company will not establish other franchises or Shoppe Company owned dipping shops offering similar products under a different trade name or trademark within your protected area. Our parent company, Dreyer's (See Item 1), and its affiliates may establish or license third-parties to establish dipping shops offering similar products under the Dreyer's, Edy's® or another brand name. Additionally, Dreyer's, being the largest manufacturer and distributor of ice cream and frozen dessert products in the United States, distributes various frozen dessert products which may be sold by numerous businesses located near to your Shop, including ice cream parlors and other businesses located within the protected area (if any) granted to you. Persons identified in Item 2, and persons employed by Dreyer's, Shoppe Company, or any of their affiliates, may have responsibilities and be involved with both Shoppe Company's business and other areas of Dreyer's and its affiliates' businesses. By way of example, but not limitation, the persons identified in Item 2 may also have responsibilities and an involvement in Dreyer's licensing programs.

Your protected area is not dependent upon achievement of a defined sales volume, market penetration or other contingency, except your compliance with the terms of the Franchise Agreement. You are permitted to sell "Häagen-Dazs" products away from your designated Shop location only in accordance with our off-site sales policies in effect at the time, which are subject to change or withdrawal at our discretion.

Your Franchise Agreement will not give you an option or right of first refusal to acquire any additional franchises within or outside of the protected area under your Franchise Agreement.

Area Development Agreement

If we enter into a Häagen-Dazs Shop Area Development Agreement with you, then you will have certain exclusive rights to develop Shops within an "Development Area" that will be defined in the Area Agreement. However, there will be a number of significant exceptions. In general, you will be agreeing to open a certain number of Shops in traditional venues within the Development Area, such as in malls, shopping centers, and non-gated tourist venues. However, Shoppe Company will be able to pursue, or permit others to pursue, a number of other opportunities within your Development Area, as more particularly described below and in the Area Agreement.

Your exclusive development rights will not extend to our Select Shop, Satellite, or Successive Term programs. We will be able to establish or grant others the right to establish Select Shops within the development area. We will be able to establish or grant other the right to establish a Satellite, in connection with any Shop within the development area. We will be able to continue the operation of, or permit others to continue the operation of, any Shop within the Development Area.

Your exclusive development rights will not extend to certain non-traditional Shop development opportunities that may be geographically located within your Development Area, although you may, on a non-exclusive basis, pursue those non-traditional Shop development opportunities. These non-traditional opportunities are set forth in the Area Agreement, and include, among others: Native American lands; racing facilities; stadiums; arenas; and amusement parks and similar themed attractions typically requiring the payment of an admission fee.

Your exclusive development rights can also be lost if you fail to satisfy any Interim Quota that you agree to in the Area Agreement.

We will also have the right to pursue, or permit others to pursue, any Shop development opportunity that we bring to your attention, but which you elect to not pursue, by not exercising your first refusal right. However, if a Shop is established, during the term of the Area Agreement, by someone other than you, at the location that you elected not to pursue, then we will credit the opening of that Shop against your Development Quota, and we will pay you \$5,000.

We will also give you credit toward your Development Quota, equal to opening ½ of a New Shop, if you establish a Satellite in the Development Area, or a Select Shop in the

Development Area; although we have absolutely no obligation, under the Area Agreement, to let you pursue these types of opportunities.

Your exclusive rights only pertain to the development of Häagen-Dazs Shops. All of the reservations of rights, described above in this Item 12 with respect to an individual Shop, also apply in the case of your Area Agreement. However, you may be entitled to a 90 day extension of the Term, and the date by which you must satisfy an Interim Quota, if you identify a Häagen-Dazs product Dipping Operation that you in good faith believe, as a practical matter, may impair your ability to timely satisfy your development obligations. However, the number of times the Term may be extended on account of your identification of Dipping Opportunities is limited to 4.

Item 13. TRADEMARKS

Your franchise agreement grants you the right to operate a Shop under the name "Häagen-Dazs." We may also permit you to use other current or future Häagen-Dazs trademarks to identify your Shop. By "trademark" we mean trade names, trademarks, service marks and logos used to identify the Shop. We reserve the right to change or discontinue any program or promotion relating to any of our trademarks.

The following trademark is registered on the principal register in the United States Patent and Trademark Office:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Häagen-Dazs	1,116,969	April 24, 1979

The "Häagen-Dazs" trademark is owned by HDIP, Inc., and, in the United States, with respect to frozen dessert products, is licensed exclusively to Nestec Ltd. and Société Des Produits Nestlé S.A., under a trademark license agreement dated December 26, 2001, as amended February 17, 2004, and sublicensed to our parent corporation, Dreyer's under a sublicense agreement dated December 26, 2001, as restated and amended through a second amendment, dated February 17, 2004, to the restated sublicense. We grant "Häagen-Dazs" franchises under the authority of the trademark owner.

There is no currently effective material determination of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving the Häagen-Dazs principal trademarks. No agreements limit the right of Shoppe Company to use or grant franchisees the right to use the Häagen-Dazs trademarks in any manner relevant to this offering.

You must use the Häagen-Dazs trademarks only in the manner permitted by the Franchise Agreement and Shop Operations Manual, and as specified periodically by us. You may not use any of the trademarks as part of a corporate, partnership or trade name.

The Franchise Agreement requires us to defend you against claims, by third parties, that you are infringing on the Häagen-Dazs trademarks, as long as the claim relates to a use of the trademarks permitted by the Franchise Agreement. We know of no infringing uses that could materially affect your use of the license trademarks.

Item 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Shoppe Company does not grant you the right to use any item covered by a patent or copyright registration, but does permit you to use proprietary information in the Shop Manual. Although Shoppe Company has not applied for copyright registration of the Shop Manual, the information in the Shop Manual is proprietary and Shoppe Company or the owner of the Häagen-Dazs trademarks own the copyright in the entire Shop Manual, and in various marketing and sales promotion materials used in connection with your Shop.

Item 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You, or a person designated by you (and approved by Shoppe Company) if you are a corporation or partnership, must devote your, or his or her, best efforts and personal, full time and attention to the management of your Shop, including a minimum of 40 hours per week of your or the manager's on-premises supervision. If you own more than one Häagen-Dazs Shop, then you may divide your time between or among those Shops, so long as you hire adequate management personnel to perform the proper operation of your Shops. Irrespective of the number of Shops you own, each must be operated on a day-to-day basis under the supervision of one or more persons who have successfully completed Häagen-Dazs University, and who, individually or together, must spend a combined time of at least 40 hours per week on the premises of such Shop. (See Item 11).

In the case of a Select Shop, the Designated Shop Manager may have responsibilities beyond the Select Shop, but must work at the commercial facility in which the Select Shop is located on a full time, 40 hour per week, basis.

We do not require you to require your Designate Shop Manager to enter into a non-disclosure agreement, or similar agreement requiring confidentiality.

Item 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to confine your business to the operation of the Shop. You may not conduct any other business or activity at your Shop, or in connection with your Shop, except to the extent we permit a "shared resources" situation. (See Item 5). Your business may be identified only by the name "Häagen-Dazs" or another licensed trademark approved by us in writing. Unless we give written consent to a limited menu (See Item 5), you must offer all menu items required by us, and may offer any optional menu items authorized by us.

Shops (under a Franchise Agreement)

Currently, our required Shop menu offerings are:

A variety of Häagen-Dazs brand ice cream, and sorbet products, served in:

- Cups & Cones*
- Waffle Cones*
- Sundaes*
- Milk Shakes, Malts*
- Specialty Shakes*
- Sorbet Sipper® frozen beverages*
- Dazzler™ frozen desserts*
- Ice Cream Floats*
- Ice Cream Sodas*
- Banana Splits*
- Soda fountain beverages*

A variety of toppings (e.g. nuts and other dry toppings, hot fudge, caramel, fruit in syrup)

Currently, our optional Shop menu offerings are:

A variety of Häagen-Dazs brand ice cream, and sorbet products, served in:

- Ice Cream Cakes*
- Waffle Bowls (for use with Häagen-Dazs brand frozen dessert products)*
- Stellar Sundaes*
- Various flavors of Häagen-Dazs brand soft-serve yogurt (served in cups, cones, etc.)*
- Smoothies (requires soft-serve yogurt)*
- Yogurt Parfait*
- Häagen-Dazs brand Hand Dipped Ice Cream Bars*
- Häagen-Dazs brand Pre-Packaged Ice Cream Bars*
- Bottled beverages*
- Egg Cream*
- Coffee/Espresso/Tea*
- Baked Goods (sourced from local purveyors; requires our approval)*

The franchise agreement allows us to change the menu items that you must offer from your Shop, and does not place limits on our right to do so. Baked goods would normally be sourced from local purveyors, and require our approval.

The required and optional menu is subject to change at our discretion. You may not offer or sell any product or service except those authorized by us. (See Item 8). We impose no customer restriction, but off-site sales are restricted by our off-site sales policies in effect, which we can change at any time.

Select Shops (Under a Select Agreement)

Currently, our required Select Shop menu offerings are:

*A variety of 8 to 16 tub facings of Häagen-Dazs brand ice cream, and sorbet products, served in:
Cups & Cones*

Currently, our Select Shop optional menu offerings are:

*Milk Shakes, Malts
Specialty Shakes
Sundaes*

These optional menu items may only be sold with our express consent, and require additional training.

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

These tables lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the Franchise Agreement and other agreements attached to this Offering Circular.

The Franchise Agreement (Exhibit B to this Offering Circular)

Provision	Section in Agreement	Summary
a. Term of the franchise	Section 5.2, 5.2	10 years from timely opening of the Shop; 10 years in the case of a successive term franchise agreement (unless modified by the Franchise Agreement addendum).
b. Renewal or extension of the term	Section 5.2.5	Renewal opportunity for a single 10-year term, without payment of an initial franchise fee; only applies if the franchise now being offered is for a new Häagen-Dazs Shop.
c. Requirements for you to renew or extend	Section 5.2.5	Must make a timely written request; be in compliance with all obligations under existing Franchise Agreement for last 2 years of the term; sign then current form of renewal agreement.
d. Termination by you	Section 15.2, 17.2.1; Exhibit A, Article 5	You may terminate (i) upon a material breach by us that we do not timely cure; (ii) upon timely notice effective at the end of term of Lease; (iii) at any time before we designate the Shoppe Premises.
e. Termination by Shoppe Company without cause	None	
f. Termination by Shoppe Company with cause	Exhibit A, Section 4.4	We may terminate if we do not consent to your development of the Shop at the Proposed Site you have elected to pursue.
	Section 5.2.4	We may terminate if you fail to commence business within 3 years from the date of the Franchise Agreement.
	Section 7.2	We may terminate if you fail to timely pay the balance of the franchise fee.
	Section 7.4	We may terminate if first Designated Shop Manager fails to successfully complete our training program.
	Article 15	We may terminate for (i) any material breach of the Agreement that is not timely cured, (ii) any repeated or continuous breach of the Agreement, (iii) bankruptcy or insolvency, (iv) any transfer without our consent (v) abandonment of the business, (vi) violation of any law relating to the conduct of the business, or of any felony, or (vii) any act or practice that impairs the goodwill associated with the Häagen-Dazs Trademarks.
g. "Cause" defined -- defaults which can be cured	Sections 15.1.2.1, 15.1.2.2, 15.1.2.3	<p>The following defaults if not cured within 24 hours (i) the unauthorized offer, sale or use of any menu item, product, or service; (ii) the use or possession of any product, ingredient, or supply from an unapproved source; (iii) operational failure impacting health or safety; (iv) any unauthorized use of the Häagen-Dazs trademarks or system; (v) impairment of the goodwill associated with the trademarks.</p> <p>The following defaults if not cured within 7 days: (i) gross sales reporting failure; (ii) failure to timely pay amounts owed to us, our affiliates, or vendors; (iii) failure to maintain electronic funds transaction debit capabilities; (iv) failure adhere to requirements concerning employee staffing, training, and uniform requirements; (v) failure to maintain adequate inventories, or offer required products; (vi) failure to timely furnish reports; (viii) failure to operate during Shop's normal hours; (ix) failure maintain and upgrade point of sale system; (x) failure to properly maintain financial records; (xi) failure to comply with lease terms; (xii) failure to furnish proof of insurance; (xiii) failure to disclose nature of franchise relationship.</p> <p>The following defaults if not cured within 30 days: (i) failure to comply with system standards (unless different cure period specified elsewhere); (ii) failure to have a Designated Shop Manager; (iii) failure to satisfy training requirements; (vi) failure to participate in marketing programs; (v) failure to remodel, refurbish, or upgrade the Shop; (vi) failure to satisfy</p>

		requirements upon a Transfer on account of death, or mental incompetence; (vii) failure to initially construct the Shop as required; (viii) any other breach for which a specific cure period is not specified.
h. "Cause" defined -- defaults which cannot be cured	Sections 15.1.2.4; 15.1.2.5	Commencing operations before satisfying training requirements, or properly completing Shop construction; reporting knowingly false gross sales or amounts you owe us; unauthorized use or disclosure of the Shop Operations Manual, or the Häagen-Dazs operating System; failure of Designated Shop Manager to attend remedial training; failure to permit any Shop inspection; a failure to permit any audit of the Shop Financial Records; any Transfer or attempted Transfer without our consent; any violation of the covenant against competition; any, repeated or continuous breach of this or another Franchise Agreement; our termination of any other Franchise Agreement you have; your insolvency; your abandonment of the Shop or the franchise; failure to timely reopen for business following the destruction of the Shop; conviction of offense; adulteration of Häagen-Dazs products; misrepresentation, substitution or palming off of non-Häagen-Dazs products; or engaging in wholesale sales or other prohibited transactions.
i. Your obligations on termination/non-renewal	Article 16	Cessation of use of trademarks and Häagen-Dazs products; return of materials supplied by Shoppe Company; assignment of telephone numbers to Shoppe Company; alteration of Shop appearance; payment of amounts due; and transfer of leasehold rights if Shoppe Company exercises rights under our Lease Assignment Option.
j. Assignment of contract by Shoppe Company	Section 14.6	We can assign to anyone required to fulfill our obligations.
k. "Transfer" by you -- definition	Section 14.1	Includes transfer of your interest in Franchise Agreement, franchised business or Shop assets, or change in ownership or control.
l. Our Approval of transfer by franchisee	Section 14.3	We can withhold our consent in certain circumstances.
m. Conditions for our transfer approval	Section 14.3	Transferee qualifies; payment of all amounts owing; payment of transfer fee; execution by transferee of then-current standard Franchise Agreement; renovation to then-existing system standards; successful completion of training by transferee; signing documents we require in the case of a transfer.
n. Our right of first refusal to acquire your business	Section 14.2	Shoppe Company has the right of first refusal to match any offer for your Shop.
o. Our option to purchase your business	None	
p. Your death or disability	Section 14.4	You may provide for (e.g. in a will) the transfer of your interest in the franchise upon your death or mental incompetence. Certain requirements applicable to a voluntary Transfer are modified if your interest is transferred to an immediate family member, or a co-Franchisee.
q. Non-competition covenants during the term of the franchise	Section 18.1	You may not have any interest in a business that sells hard-packed ice cream; or a business that sells other forms of frozen dessert products, if those sales account for more than 30% of the sales of that business.
r. Non-competition covenants after the franchise is terminated or expires	Section 27	For 2 years after termination or expiration, you may not have any interest in a business, within 2 miles of the Shop Premises, or any Häagen-Dazs Shop, which, sells hard-packed ice cream; or sells other forms of frozen dessert products, if those sales account for more than 30% of the sales of that business..
s. Modification of the agreement	Section 10.3 Section 19.5 Section 24.2	We may occasionally modify the Shop Operations Manual. We may periodically increase the minimum levels of insurance coverage you must carry. Modifications must be in writing and signed.
t. Integration/merger clause	Section 24.3	Only the terms of the Franchise Agreement are binding
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	Section 22.3	Suit must be brought in Minnesota.
w. Choice of law	22.4	Minnesota law governs interpretation of the agreement; the franchise laws, if any, of the jurisdiction where the Shop located govern any issues such laws are directed toward.

The Satellite Agreement (Exhibit C to this Offering Circular)

Provision	Section in Addendum	Summary
a. Term of the franchise	Section 2.2	Equal to the remaining term of your existing franchise agreement (for up to 10 years) or the term of your lease, whichever is shorter.
b. Renewal or extension of the term	Section 2.3	There is no right to renew or extend your Agreement when it terminates. You may, subject to conditions, negotiate lease extensions for the Satellite premises, in which case the term of your Agreement will be extended.
c. Requirements for you to renew or extend	Section 2.3	You must be in good standing with us, and obtain an extension of your lease for the Satellite premises, which must be acceptable to us, and which must not extend beyond the remaining term of the Franchise Agreement for your Shop.
d. Termination by you	Article 9	You may terminate your Agreement upon 60 days prior written notice, as long as doing so does not place you in breach of your lease for your related Shop.
e. Termination by Shoppe Company without cause	None	
f. Termination by Shoppe Company with cause	Section 2.1	We may terminate if you fail to commence business within 9 months from the Date of the Agreement.
g. "Cause" defined -- defaults which can be cured	Article 9	Incorporates terms of related Franchise Agreement.
h. "Cause" defined -- defaults which cannot be cured	Article 9	Incorporates terms of related Franchise Agreement.
i. Your obligations on termination/non-renewal	Article 9	Incorporates terms of related Franchise Agreement; upon earlier termination of the Satellite Agreement, must remove trademarks, trade dress, and any Shoppe Company proprietary materials.
j. Assignment of contract by Shoppe Company	None	
k. "Transfer" by you -- definition	Section 10.1	Transfer is accorded the meaning attributed by the franchise agreement to which the addendum relates.
l. Our Approval of transfer by franchisee	None	
m. Conditions for our transfer approval	Section 10.2	Transfer cannot take place apart from transfer of franchise to which addendum relates; procedures in franchise agreement govern transfer.
n. Our right of first refusal to acquire your business	None	
o. Our option to purchase your business	None	
p. Your death or disability	None	
q. Non-competition covenants during the term of the franchise	None	
r. Non-competition covenants after the franchise is terminated or expires	None	
s. Modification of the agreement*	Section 8.2 Article 17	We may periodically increase the minimum levels of insurance coverage you must carry. This provision modifies your existing franchise agreement. Modifications must be in writing and signed.
t. Integration/merger clause	Article 16	All terms material to are set forth in the Addendum; no extrinsic evidence may be used to vary your understanding of the Addendum.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	Section 12.2.3	Suit must be brought in Minnesota.
w. Choice of law	Section 12.2.4	Minnesota law governs interpretation of the agreement; the franchise laws, if any, of the jurisdiction where the Shop located govern any issues such laws are directed toward.

* The Satellite Agreement will modify your existing Franchise Agreement; provisions of your Franchise Agreement will address many of the issues listed in this table which the Addendum does not.

The Franchise Agreement Addendum (Exhibit D to this Offering Circular)*

Provision	Section in Addendum	Summary
a. Term of the franchise	Section 6.1	The Term of the Franchise will be coterminous with the lease you present to us as part of the successive term franchise application process, but may not exceed 10 years.
b. Renewal or extension of the term	Section 5.2, Article 8	No right to renew or extend your Franchise when it terminates. If subsequently given the opportunity to enter into a successive term franchise, the then current terms being offer in connection with a successive term will apply to you.
c. Requirements for you to renew or extend	None	
d. Termination by you	None	
e. Termination by Shoppe Company without cause	None	
f. Termination by Shoppe Company with cause	None	
g. "Cause" defined -- defaults which can be cured	None	
h. "Cause" defined -- defaults which cannot be cured	None	
i. Your obligations on termination/non-renewal	None	
j. Assignment of contract by Shoppe Company	None	
k. "Transfer" by you -- definition	None	
l. Our Approval of transfer by franchisee	None	
m. Conditions for our transfer approval	None	Transferee not required to enter into current form of Franchise Agreement with respect to remainder of term of franchise.
n. Our right of first refusal to acquire your business	None	
o. Our option to purchase your business	None	
p. Your death or disability	None	
q. Non-competition covenants during the term of the franchise	None	
r. Non-competition covenants after the franchise is terminated or expires	None	
s. Modification of the agreement	None	
t. Integration/merger clause	Article 9	All modifications being made are explicit.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	None	
w. Choice of law	None	

* The Häagen-Dazs Shop Franchise Agreement Addendum will not apply to you, unless you are entering into a successive term Franchise Agreement in connection with an existing Shop, meet certain eligibility requirements (See Item 5, and Exhibit D), and at your option elect to enter into the Addendum.

The Incentive Agreement (Exhibit E to this Offering Circular)*

Provision	Section in Agreement	Summary
a. Term of the franchise	None	
b. Renewal or extension of the term	None	
c. Requirements for you to renew or extend	None	
d. Termination by you	7.1	You may terminate for a material default that we fail to timely cure.
e. Termination by Shoppe Company without cause	None	
f. Termination by Shoppe Company with cause	7.2	We may terminate for good cause.
g. "Cause" defined -- defaults which can be cured	None	Good cause includes your failure to timely pay any portion of the Incentive Fee when due, provided however that we will give you a seven-day cure opportunity, during which time you may overcome the termination by paying, in good funds, all delinquent portions of the Incentive Fee.
h. "Cause" defined -- defaults which cannot be cured	None	Good cause includes: (a) your failure to continue to meet our financial, managerial and other standards and requirements for the grant of a franchise; (b) your failure to timely cure a default under any Häagen-Dazs franchise agreement; (c) your repetitive or continuous default under any Häagen-Dazs franchise agreement; (d) the termination of any Häagen-Dazs franchise agreement you have, unless by operation of law upon expiration; (e) a determination that you made any representation in Article 17 of the Incentive Agreement when you knew or should have known that representation was false.
i. Your obligations on termination/non-renewal	7.3	Upon termination by us for cause you must pay any portion of the Incentive Fee that is still outstanding.
j. Assignment of contract by Shoppe Company	None	
k. "Transfer" by you -- definition	None	
l. Our Approval of transfer by franchisee	Article 8	You have no right to transfer the Incentive Agreement.
m. Conditions for our transfer approval	None	
n. Our right of first refusal to acquire your business	None	
o. Our option to purchase your business	None	
p. Your death or disability	None	
q. Non-competition covenants during the term of the franchise	None	
r. Non-competition covenants after the franchise is terminated or expires	None	
s. Modification of the agreement	Article 13	All modification must be explicit and in writing.
t. Integration/merger clause	Article 11	All material terms are contained in agreement; evidence is not admissible to vary understanding of agreement..
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	None	Suit must be brought in Minnesota.
w. Choice of law	None	Minnesota law governs interpretation of the agreement; the applicable franchise laws, if any, of any jurisdiction govern any issues covered by those laws.

* The Häagen-Dazs Shop Development Incentive Agreement will not apply to you, unless we enter into an Incentive Agreement with you (See Item 5, and Exhibit E).

The Select Agreement (Exhibit F to this Offering Circular)

Provision	Section in Agreement	Summary
a. Term of the franchise	Section 5.1, 5.2	5 years from timely opening of the Select Shop.
b. Renewal or extension of the term	Section 5.3	There are no renewal or extension rights.
c. Requirements for you to renew or extend	None	
d. Termination by you	Section 13.2	You may terminate (i) upon a material breach by us that we do not timely cure; (ii) for your convenience after the third year of the term, on 180 days notice.
e. Termination by Shoppe Company without cause	None	
f. Termination by Shoppe Company with cause	Section 5.2(c)	We may terminate if you fail to commence business within 6 months from the date of the Select Agreement.
	Article 13	We may terminate for (i) any material breach of the Agreement that is not timely cured, (ii) any repeated or continuous breach of the Agreement, (iii) bankruptcy or insolvency, (iv) any transfer without our consent if required (v) abandonment of the business, (vi) violation of any law relating to the conduct of the business, or of any felony, or (vii) any act or practice that impairs the goodwill associated with the Häagen-Dazs Trademarks.
g. "Cause" defined -- defaults which can be cured	Sections 13.1.2.1, 13.1.2.2, 13.1.2.3	The following defaults if not cured within 24 hours (i) the unauthorized offer, sale or use of any menu item, product, or service; (ii) the use or possession of any product, ingredient, or supply from an unapproved source; (iii) operational failure impacting health or safety; (iv) any unauthorized use of the Häagen-Dazs trademarks or system; (v) impairment of the goodwill associated with the trademarks.
		The following defaults if not cured within 7 days: (i) failure to timely pay amounts owed to us, our affiliates, or vendors; (ii) failure adhere to requirements concerning employee staffing, training, and uniform requirements; (iii) failure to maintain adequate inventories, or offer required products; (iv) failure to timely furnish reports; (v) failure to operate during Shop's normal hours; (vi) failure to properly maintain financial records; (vi) failure to comply with provisions concerning franchisee-maintained website; (vii) failure to furnish proof of insurance; (viii) failure to disclose nature of franchise relationship.
		The following defaults if not cured within 30 days: (i) failure to comply with system standards (unless different cure period specified elsewhere); (ii) failure to have a Designated Shop Manager; (iii) failure to satisfy training requirements; (iv) failure to keep the Shop in proper condition; (vi) failure to initially construct the Shop as required; (v) any other breach for which a specific cure period is not specified.
h. "Cause" defined -- defaults which cannot be cured	Sections 13.1.2.4; 13.1.2.5	Commencing operations before satisfying training requirements, or properly completing Shop construction; reporting knowingly false gross sales or amounts you owe us; unauthorized use or disclosure of the Shop Operations Manual, or the Häagen-Dazs operating System; failure of Designated Shop Manager to attend remedial training; failure to permit any Shop inspection; a failure to permit any audit of the Shop Financial Records; any Transfer or attempted Transfer without our consent when required; any violation of the covenant against competition; any, repeated or continuous breach of this or another Franchise Agreement; our termination of any other Franchise Agreement you have; your insolvency; your abandonment of the Shop or the franchise; failure to timely reopen for business following the destruction of the Shop; conviction of offense; adulteration of Häagen-Dazs products; misrepresentation, substitution or palming off of non-Häagen-Dazs products; or engaging in wholesale sales or other prohibited transactions.

i. Your obligations on termination/non-renewal	Article 14	Cessation of use of trademarks and Häagen-Dazs products; return of materials supplied by Shoppe Company; assignment of telephone numbers to Shoppe Company; alteration of Shop appearance; payment of amounts due; and transfer of leasehold rights if Shoppe Company exercises rights under our Lease Assignment Option.
j. Assignment of contract by Shoppe Company	Section 12.5	We can assign to anyone required to fulfill our obligations.
k. "Transfer" by you -- definition	Section 12.1	Includes transfer of your interest in Franchise Agreement, franchised business or Shop assets, or change in ownership or control.
l. Our Approval of transfer by franchisee	Section 12.2; 12.3	We can withhold our consent in certain circumstances; transfers among corporate affiliates do not require prior approval upon certain conditions.
m. Conditions for our transfer approval	Section 12.3	Transferee qualifies; payment of all amounts owing; payment of transfer fee; execution by transferee of then-current standard Franchise Agreement; successful completion of training by transferee; signing documents we require in the case of a transfer.
n. Our right of first refusal to acquire your business	None	
o. Our option to purchase your business	None	
p. Your death or disability	None	
q. Non-competition covenants during the term of the franchise	Section 15.1	Neither you nor any affiliate can have an interest in another business engaged in the sale of frozen dessert products accounting for 30% or more of sale, in the same commercial facility as the Select Shop.
r. Non-competition covenants after the franchise is terminated or expires	Section 27	For 6 months after termination or expiration, neither you nor any affiliate can have an interest in another business engaged in the sale of frozen dessert products accounting for 30% or more of sale, in the same commercial facility as the one in which the Select Shop had been located.
s. Modification of the agreement	Section 8.3 Section 21.2	We may occasionally modify the Shop Operations Manual. Modifications must be in writing and signed.
t. Integration/merger clause	Section 1.3	Only the terms of the Franchise Agreement are binding
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	Section 19.3	Suit must be brought in Minnesota.
w. Choice of law	19.4	Minnesota law governs interpretation of the agreement; the franchise laws, if any, of the jurisdiction where the Shop located govern any issues such laws are directed toward.

The Area Development Agreement (Exhibit G to this Offering Circular)*

Provision	Section in Agreement	Summary
a. Term of the franchise	None	
b. Renewal or extension of the term	Article 4	Area Agreement grants only a single, non-renewable term.
c. Requirements for you to renew or extend	None	
d. Termination by you	Section 12.2	You may terminate if we fail to timely cure any material breach.
e. Termination by Shoppe Company without cause	None	
f. Termination by Shoppe Company with cause	Section 12.1	We may terminate for good cause.
g. "Cause" defined -- defaults which can be cured	Section 12.1	Any breach of the Area Agreement, other than one defined to be non-curable.
h. "Cause" defined -- defaults which cannot be cured	Section 12.1	Any unauthorized transfer or attempted transfer of the Area Agreement; any material misrepresentation in your application, any unauthorized use of the Häagen-Dazs trademarks or system; 3 or more failures to comply with the same provision within a 12 month period; our termination of any Franchise Agreement on account of your material breach.
i. Your obligations on termination/non-renewal	Sections 12.1 and 8.3	Upon termination by us for cause you must pay us liquidated damages, if you did not already satisfy your Development Quota.
j. Assignment of contract by Shoppe Company	Section 13.1	Fully assignable by us.
k. "Transfer" by you -- definition	None	
l. Our Approval of transfer by franchisee	Section 13.2	The Area Agreement is not assignable by you; the rights granted are personal to you.
m. Conditions for our transfer approval	None	
n. Our right of first refusal to acquire your business	None	
o. Our option to purchase your business	None	
p. Your death or disability	None	
q. Non-competition covenants during the term of the franchise	None	
r. Non-competition covenants after the franchise is terminated or expires	None	
s. Modification of the agreement	Section 18.2	All modifications must be explicit and in writing.
t. Integration/merger clause	Section 18.3	All material terms are contained in agreement; evidence is not admissible to vary understanding of agreement..
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	None	Suit must be brought in Minnesota.
w. Choice of law	None	Minnesota law governs interpretation of the agreement; the applicable franchise laws, if any, of any jurisdiction govern any issues covered by those laws.

* The Häagen-Dazs Shop Area Development Agreement will not apply to you, unless we enter into an Area Development Agreement with you (See Item 5, and Exhibit G).

These states have statutes which may supersede parts of the Häagen-Dazs Shop Franchise Agreement and other agreements in your relationship with Shoppe Company including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Section 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/1-44], INDIANA [Stat. Section 23-2-2-2.7], IOWA [Code Sections 523H.1-523H.17], 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], RHODE ISLAND [Franchise Investment Act Section 19-28.1-14] (see Rhode Island Addendum), SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574 - 13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede parts of the Häagen-Dazs Shop Franchise Agreement in your relationship with Shoppe Company including the areas of termination and renewal of your franchise. Our right to terminate your Franchise Agreement or other agreement on account of your bankruptcy may not be enforceable under federal bankruptcy law.

Item 18. PUBLIC FIGURES

Shoppe Company does not use any public figures to promote its franchise.

Item 19. REPRESENTATIONS REGARDING EARNINGS CAPABILITY

Shoppe Company does not furnish or authorize its salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Häagen-Dazs Shop. Actual results vary from unit to unit and Shoppe Company cannot estimate the results of any particular franchise.

Item 20. LIST OF OUTLETS

FRANCHISED SHOP STATUS SUMMARY
FOR FISCAL YEARS 2006/2005/2004

(ending December 30, 2006, December 31, 2005, and December 25, 2004)*

State	Transfers	Canceled or Terminated	Not Renewed	Reacquired by Shoppe Company	Left the System Other**	Total from Left Columns	Franchises Operating At Year End
Alabama							1/1/1
Arizona	0/0/3				3/0/0	3/0/3	3/6/6
Arkansas							3/1/0
California	5/4/1				1/0/4	6/4/5	32/28/26
Colorado	0/0/1				1/0/0	1/0/1	3/4/4
Connecticut			2/0/0			2/0/0	2/4/4
Delaware	0/0/1					0/0/1	1/1/1
Florida	5/2/5				3***/5/2	8***/7/7	40/36/39
Georgia		0/1/0			0/0/1	0/1/1	8/7/7
Hawaii					0/1/0	0/1/0	5/5/6
Idaho							1/0/0
Illinois	1/0/0					1/0/0	3/3/3
Indiana							1/0/0
Louisiana					0/2**/0	0/2/0	3/3/5
Maryland	0/1/1	0/1/0			0/0/1	0/2/2	6/6/7
Massachusetts							4/3/3
Michigan	1/0/1	1/0/0				2***/0/1	3/2/2
Minnesota					0/1/0	0/1/0	1/0/1
Mississippi	0/0/1				0/1**/0	0/1/1	0/0/1
Missouri							3/1/1
Nevada	2/1/1				1/0/0	3/1/1	10/11/11
New Hampshire							1/1/1
New Jersey	0/0/1				2/0/0	2/0/1	13/15/13
New Mexico							1/1/1
New York	4/3/3	1/1/0	0/1/0		4/0/6	9/5/9	41/43/47
North Carolina	3/0/0					3/0/0	4/4/3
Ohio	0/2/0	0/3/0			4/2/0	4/7***/0	1/5/7
Oregon					0/2/0	0/2/0	1/2/2
Pennsylvania							3/3/3
South Carolina	0/1/0				1/0/0	1/1/0	1/2/2
Tennessee							1/0/0
Texas	1/2/0				0/1/1	1/3/1	12/11/12
Utah							1/0/0
Virginia	3/0/0	3/0/0			1/0/0	7***/0/0	14/15/11
Washington	1/0/0					1/0/0	1/1/1
Wyoming							1/1/1
District of Columbia	0/1/0	0/1/0				0/2***/0	3/3/4
TOTALS	26/17/19	5/7/0	2/1/0		21/15/15	54/39/34	232/228/236

* Our fiscal year ends on the last Saturday of December.

** Hurricane Katrina and the ensuing aftermath destroyed or significantly damaged 7 Häagen-Dazs Shops. Any affected Shop that remained closed as the publishing of Shoppe Company's offering circular dated May 30, 2006 is reflected as having "Left the System Other" during 2005, even if it was subsequently reopened.

*** Includes multiple events (from left) affecting one or more Shops (e.g. if we terminated a franchisee, but permitted the Shop to remain open under new ownership, then we included the Shop in both the "Transfers" and "Canceled or Terminated" column).

**STATUS OF FRANCHISOR OWNED SHOPS
FOR FISCAL YEARS 2006/2005/2004
(ended December 30, 2006, December 31, 2005, and December 25, 2004)**

STATE	SHOPS CLOSED DURING YEAR	SHOPS OPENED DURING YEAR	TOTAL SHOPS OPERATING AT YEAR END
TOTAL			0/0/0

**PROJECTED OPENINGS DURING
YEAR ENDING December 29, 2007**

State	Franchise Agreements Signed but Shops Not Open as of 12/30/2006	Projected Franchised New Shops in fiscal year ending 12/29/2007	Projected Franchisor Owned Openings in fiscal year ending 12/29/2007
Arizona	1	3	
California	8	13	
Florida	5	13	
Illinois		3	
Indiana		1	
Kansas		1	
Louisiana		1	
Massachusetts	1		
Maryland	1	1	
Missouri		3	
Nevada		1	
New Hampshire	1	1	
New Jersey		1	
New York	4	6	
North Carolina		1	
Pennsylvania	1	4	
Rhode Island		1	
Virginia	1	1	
Totals	23	55	0

The following list contains the names of all franchisees and the addresses and telephone numbers of their Shops, as of December 30, 2006

Michael A. Shaw	Birmingham	AL	Shop 527, Birmingham - Shop 527, 2000A River Chase Galleria, AL, 35244, (205) 987-6255
Theda C. Shaw	Birmingham	AL	Shop 527, Birmingham - Shop 527, 2000A River Chase Galleria, AL, 35244, (205) 987-6255
Rexanne Mansfield	Fayetteville	AR	Shop 915, Fayetteville Depot - Shop 915, 550 W. Dickson Street, AR, 72701, (479) 582-3939
Snowball Express, LLC	Fayetteville	AR	Shop 915, Fayetteville Depot - Shop 915, 550 W. Dickson Street, AR, 72701, (479) 582-3939
Stephen Mansfield	Fayetteville	AR	Shop 915, Fayetteville Depot - Shop 915, 550 W. Dickson Street, AR, 72701, (479) 582-3939
Frozen Assets, LLC	North Fayetteville	AR	Shop 901, Northwest Arkansas Mall - Shop 901, 4201 North Shiloh Drive Space 1125, AR, 72703, (479) 442-2223
Kenneth Mansfield	North Fayetteville	AR	Shop 901, Northwest Arkansas Mall - Shop 901, 4201 North Shiloh Drive Space 1125, AR, 72703, (479) 442-2223
Rexanne Mansfield	North Fayetteville	AR	Shop 901, Northwest Arkansas Mall - Shop 901, 4201 North Shiloh Drive Space 1125, AR, 72703, (479) 442-2223
Stephen Mansfield	North Fayetteville	AR	Shop 901, Northwest Arkansas Mall - Shop 901, 4201 North Shiloh Drive Space 1125, AR, 72703, (479) 442-2223
Rexanne Mansfield	Rogers	AR	Shop 939, Pinnacle Hills - Shop 939, Pinnacle Hills Promenade, 2203 S. Promenade Blvd., Suite #8125, AR, 72758, (479) 636-2626
Stephen Mansfield	Rogers	AR	Shop 939, Pinnacle Hills - Shop 939, Pinnacle Hills Promenade, 2203 S. Promenade Blvd., Suite #8125, AR, 72758, (479) 636-2626
Justen Coleman	Chandler	AZ	Shop 768, Chandler Fashion Center, Suite 2422, 3111 West Chandler Boulevard, AZ, 85226, (480) 782-5566
Mamee Shumusic	Chandler	AZ	Shop 768, Chandler Fashion Center, Suite 2422, 3111 West Chandler Boulevard, AZ, 85226, (480) 782-5566
Leslie Folz	Phoenix	AZ	Shop 760, Arizona Biltmore, 2452 East Camelback Road, AZ, 85016, (602) 508-8053
Richard Folz	Phoenix	AZ	Shop 760, Arizona Biltmore, 2452 East Camelback Road, AZ, 85016, (602) 508-8053
Brandon Bear	Tempe	AZ	Shop 650, Arizona Mills Mall - Shop 650, 5000 Arizona Mills Circle, Space 650, AZ, 85282, (480) 491-9500
Catherine L. Heck	Anaheim	CA	Shop 663, Downtown Disney, 1550 South Disneyland Dr, #E-103A, CA, 92803, (714) 533-0070
Wayne E. Heck	Anaheim	CA	Shop 663, Downtown Disney, 1550 South Disneyland Dr, #E-103A, CA, 92803, (714) 533-0070
What The Heck, Inc.	Anaheim	CA	Shop 663, Downtown Disney, 1550 South Disneyland Dr, #E-103A, CA, 92803, (714) 533-0070
Jagdish Dillon	Bakersfield	CA	Shop 703, Bakersfield, 35301 7th Standard Road, CA, 93308, (661) 393-6454
Rajpal Dillon	Bakersfield	CA	Shop 703, Bakersfield, 35301 7th Standard Road, CA, 93308, (661) 393-6454
Seniwaty Lawi	Burbank	CA	Shop 886, Media City Center, Space No. 339 - Shop 886, 201 East Magnolia, CA, 91501, (818) 566-8799
Abdul Manji	Cabazone	CA	Shop 895, Morongo Indian Resort & Casino, 49500 Seminole Drive, FC-T4, CA, 92230, (951) 755-5540
Khadija (Kay) Manji	Cabazone	CA	Shop 895, Morongo Indian Resort & Casino, 49500 Seminole Drive, FC-T4, CA, 92230, (951) 755-5540
Dipu Haque	Camarillo	CA	Shop 738, Camarillo - Shop 738, 100 South Las Posas Road, CA, 93010, (805) 445-6680
Sikder Group Inc.	Camarillo	CA	Shop 738, Camarillo - Shop 738, 100 South Las Posas Road, CA, 93010, (805) 445-6680
Do Kyung (Duke) Lee	Canoga Park	CA	Shop 1006, Topanga Mall - Shop 1006, Topanga Plaza, 6600 Topanga Canyon Blvd., CA, 91303, (818) 932-9395
Gope P. Ramchandani	Cerritos	CA	Shop 379, Los Cerritos Center, 141- A Los Cerritos Center, CA, 90703, (562) 402-7883
Raj Gope Ramchandani	Cerritos	CA	Shop 379, Los Cerritos Center, 141- A Los Cerritos Center, CA, 90703, (562) 402-7883
Charles Choi	Concord	CA	Shop 933, Sun Valley - Shop 933, 1 Sun Valley Mall, CA, 94520, (925) 676-3060
Jong Suk Sohn	Concord	CA	Shop 933, Sun Valley - Shop 933, 1 Sun Valley Mall, CA, 94520, (925) 676-3060
Metro Pacific, LLC	Corona Del Mar	CA	Shop 758, Corona del Mar, 2743 East Pacific Coast Hwy, CA, 92625, (949) 723-4485

Leslie Folz	Costa Mesa	CA	Shop 181, South Coast Plaza Retail Center, 3333 Bristol Street, Suite 2077, CA, 92626, (714) 754-7752
Richard Folz	Costa Mesa	CA	Shop 181, South Coast Plaza Retail Center, 3333 Bristol Street, Suite 2077, CA, 92626, (714) 754-7752
Jagdish Dillon	Exeter	CA	Shop 705, Sequoia Oasis, 19558-Avenue 296, CA, 93221, (559) 594-9157
Rajpal Dillon	Exeter	CA	Shop 705, Sequoia Oasis, 19558-Avenue 296, CA, 93221, (559) 594-9157
Monica Panh	Glendale	CA	Shop 602, Glendale Galeria, 1113 Glendale Galleria, Space E-2, CA, 91210, (818) 500-0944
Metro Pacific, LLC	Ladera Ranch	CA	Shop 804, Ladera Ranch, 27702 Crown Valley Parkway, F3, CA, 92694, (949) 347-2470
Pei (Patrick) Wang	Laguna Beach	CA	Shop 142, Laguna Beach - Shop 142, 154 South Coast Highway, CA, 92651, (949) 497-5507
David Delrahim	Laguna Hills	CA	Shop 739, Laguna Hills - Shop 739, 25172 Cabot Road, CA, 92653-5502, (949) 770-8300
Meir Teper	La Jolla	CA	Shop 146, La Jolla, 1172 Prospect Street, CA, 92037, (858) 459-4381
Albert W. Young	Los Angeles	CA	Shop 554, Beverly Center, 8500 Beverly Boulevard, K-801, CA, 90048, (310) 657-8881
Kathy C. Young	Los Angeles	CA	Shop 554, Beverly Center, 8500 Beverly Boulevard, K-801, CA, 90048, (310) 657-8881
Hong-Phuong Nguyen aka Sandy Tran	Los Angeles	CA	Shop 732, Westwood, 10878 Kinross Avenue, CA, 90024, (310) 208-0770
Abdul Manji	Los Angeles	CA	Shop 809, The Grove at Farmers Market, K-3, 189 The Grove Drive, CA, 90036-3154, (323) 931-6011
Khadija (Kay) Manji	Los Angeles	CA	Shop 809, The Grove at Farmers Market, K-3, 189 The Grove Drive, CA, 90036-3154, (323) 931-6011
Peter Giao Nguyen	Mission Viejo	CA	Shop 651, Mission Viejo Mall - Shop 651, 608 The Shops at Mission Viejo, CA, 92691, (949) 364-0020
Jill Harmon Perkins	Montclair	CA	Shop 613, Montclair Plaza - Shop 613, 2007 Montclair Plaza Lane, CA, 91763, (909) 399-3300
Michael D. Perkins	Montclair	CA	Shop 613, Montclair Plaza - Shop 613, 2007 Montclair Plaza Lane, CA, 91763, (909) 399-3300
Catherine L. Heck	Newport Beach	CA	Shop 549, Fashion Island Shopping Center, 265 Newport Center Drive, CA, 92660, (949) 644-7555
Wayne E. Heck	Newport Beach	CA	Shop 549, Fashion Island Shopping Center, 265 Newport Center Drive, CA, 92660, (949) 644-7555
David Kang	Ontario	CA	Shop 645, Ontario Mills Mall, Kiosk #1 - Shop 645, 1 Mills Circle, CA, 91764, (909) 987-3637
Jinee Kang	Ontario	CA	Shop 645, Ontario Mills Mall, Kiosk #1 - Shop 645, 1 Mills Circle, CA, 91764, (909) 987-3637
Mahn Kang	Ontario	CA	Shop 645, Ontario Mills Mall, Kiosk #1 - Shop 645, 1 Mills Circle, CA, 91764, (909) 987-3637
Vicky Lee	Palo Alto	CA	Shop 186, Stanford Shopping Center, 230 Stanford Shopping Center, CA, 94304, (650) 326-1638
Chai-Haa (Jennifer) Low	Palm Desert	CA	Shop 965, Palm Desert - Shop 965, 72740 Highway 111 #D-154, CA, (760) 341-1317
Kim-Huei Low	Palm Desert	CA	Shop 965, Palm Desert - Shop 965, 72740 Highway 111 #D-154, CA, (760) 341-1317
Alima Devi Kanumilli	Palo Alto	CA	Shop 593, University - Shop 593, 203 University Avenue, CA, 94301, (650) 326-3886
Hani Alarian	Roseville	CA	Shop 873, Galleria at Roseville - Store No. 139, 1151 Galleria Boulevard, CA, 95678, (916) 788-9750
Charles Choi	San Francisco	CA	Shop 561, San Francisco Centre - Shop 561, 865 Market Street, CA, 94103, (415) 896-1550
Maria Choi	San Francisco	CA	Shop 561, San Francisco Centre - Shop 561, 865 Market Street, CA, 94103, (415) 896-1550
Fuad Zabaneh	San Francisco	CA	Shop 866, Stonestown Center, Space 159, 3251 20th Avenue, CA, 94132, (415) 242-3434
Rima Zabaneh	San Francisco	CA	Shop 866, Stonestown Center, Space 159, 3251 20th Avenue, CA, 94132, (415) 242-3434
Sai Tej Kanumilli	San Jose	CA	Shop 967, Oakridge Mall - Shop 967, 925 Blossom Hill Road, CA, 95123, (408) 224-4700
Vicky Lee	San Jose	CA	Shop 967, Oakridge Mall - Shop 967, 925 Blossom Hill Road, CA, 95123, (408) 224-4700
Judy Tang	Santa Clara	CA	Shop 969, Valley Fair - Shop 969, 2855 Stevens Creek Blvd., CA, 95050-6709, (408) 260-8882

Tim Tang	Santa Clara	CA	Shop 969, Valley Fair - Shop 969, 2855 Stevens Creek Blvd., CA, 95050-6709, (408) 260-8882
Anne DeSilva	Simi Valley	CA	Shop 852, The Mall at Simi Valley Town Center, City of Simi Valley - Shop 852, 1555 Simi Towne Center #735, CA, 93065, (805) 306-1868
Chanaka M. DeSilva	Simi Valley	CA	Shop 852, The Mall at Simi Valley Town Center, City of Simi Valley - Shop 852, 1555 Simi Towne Center #735, CA, 93065, (805) 306-1868
Daniel Swires	Boulder	CO	Shop 098, Boulder, 1148 Pearl Street, CO, 80302, (303) 443-9032
Michael A. Shaw	Boulder	CO	Shop 098, Boulder, 1148 Pearl Street, CO, 80302, (303) 443-9032
Frank Manella	Denver	CO	Shop 833, Cherry Creek Mall, 3000 East First Avenue, CO, 80206, (720) 889-2197
Foodbrand LLC	Lakewood	CO	Shop 841, Colorado Mills - Shop 841, 14500 West Colfax Avenue Space FC10, CO, 80401, (303) 215-7100
Frank R. Bonanno	Danbury	CT	Shop 470, Danbury Fair Mall, #C-212A - Shop 470, 7 Backus Avenue, CT, 6810, (203) 798-8242
Vincent A. Bonomo	Danbury	CT	Shop 470, Danbury Fair Mall, #C-212A - Shop 470, 7 Backus Avenue, CT, 6810, (203) 798-8242
Lyman Chen	Greenwich	CT	Shop 232, Greenwich, 372-A Greenwich Avenue, CT, 6830, (203) 629-8000
Francine Siegel	Washington	DC	Shop 219, Union Station, 50 Massachusetts Avenue, DC, 20002, (202) 789-0953
Jerry Siegel	Washington	DC	Shop 219, Union Station, 50 Massachusetts Avenue, DC, 20002, (202) 789-0953
Francine Siegel	Washington	DC	Shop 655, Georgetown - Shop 655, 3120 M. Street N.W., DC, 20007, (202) 333-3443
Jerry Siegel	Washington	DC	Shop 655, Georgetown - Shop 655, 3120 M. Street N.W., DC, 20007, (202) 333-3443
John Hughes	Washington	DC	Shop 655, Georgetown - Shop 655, 3120 M. Street N.W., DC, 20007, (202) 333-3443
Thomas Hughes	Washington	DC	Shop 655, Georgetown - Shop 655, 3120 M. Street N.W., DC, 20007, (202) 333-3443
Francine Siegel	Washington	DC	Shop 754, Gallery Place, 703 7th Street, N.W., DC, 20001, (202) 783-4711
Jerry Siegel	Washington	DC	Shop 754, Gallery Place, 703 7th Street, N.W., DC, 20001, (202) 783-4711
John Hughes	Washington	DC	Shop 754, Gallery Place, 703 7th Street, N.W., DC, 20001, (202) 783-4711
Thomas Hughes	Washington	DC	Shop 754, Gallery Place, 703 7th Street, N.W., DC, 20001, (202) 783-4711
Fifth Avenue Ice Cream, Inc.	Newark	DE	Shop 502, The Christiana Mall, 136 Christiana Mall, DE, 19702, (302) 366-9812
Bob S. Brenman	Aventura	FL	Shop 305, Aventura Mall, 19575 Biscayne Boulevard, FL, 33180, (305) 935-5900
Marcelline M. Brenman	Aventura	FL	Shop 305, Aventura Mall, 19575 Biscayne Boulevard, FL, 33180, (305) 935-5900
Clark Gnann	Boca Raton	FL	Shop 139, Boca Town Center, 502 Town Center, FL, 33433, (561) 391-4673
Jay Levins	Boca Raton	FL	Shop 139, Boca Town Center, 502 Town Center, FL, 33433, (561) 391-4673
Lisa Gnann	Boca Raton	FL	Shop 139, Boca Town Center, 502 Town Center, FL, 33433, (561) 391-4673
Himanshu Chandarana	Brandon	FL	Shop 757, Brandon Town Center, I-75 & Causeway Blvd, FL, 33511, (813) 689-6059
Patrick Bartlett	Clearwater	FL	Shop 368, Countryside Mall, 27001 US Highway 19 North, FL, 33761, (727) 799-1910
Ric Almas	Coconut Grove	FL	Shop 595, Coconut Grove - Shop 595, 2982 Grand Avenue, FL, 33133, (305) 446-8797
Frank Manella	Estero	FL	Shop 834, Shops at Coconut Point - Shop 834, 23111 Fashion DR, FL, 33928, (239) 498-0270
Mark Williamson	Estero	FL	Shop 834, Shops at Coconut Point - Shop 834, 23111 Fashion DR, FL, 33928, (239) 498-0270
Dino R. D'Errico	Fort Lauderdale	FL	Shop 609, Beach Place, 17 South Atlantic Blvd. (R120), FL, 33316, (954) 522-5336
Stefania R. D'Errico	Fort Lauderdale	FL	Shop 609, Beach Place, 17 South Atlantic Blvd. (R120), FL, 33316, (954) 522-5336
Matthew Griswold	Fort Lauderdale	FL	Shop 693, Las Olas Riverfront, 21 W. Las Olas Blvd., FL, 33301, (954) 463-0064
Matthew Griswold	Hallandale Beach	FL	Shop 879, Gulfstream Park - Shop 879, 901 S. Federal Highway, FL, 33009, (248) 840-5607

Matthew Griswold	Hallandale Beach	FL	Shop 879.1, Gulfstream Park - Shop 879.1, Gulfstream Park Racing Facility 901 S. Federal Highway, FL, 33009.
Irwin Rosen	Hollywood	FL	Shop 474, Hollywood Beach - shop 474, 814 North Broadwalk, FL, 33019, (954) 923-8888
Paul Rosen	Hollywood	FL	Shop 474, Hollywood Beach - shop 474, 814 North Broadwalk, FL, 33019, (954) 923-8888
Angelo (Tom) Dolica	Jensen Beach	FL	Shop 980, Treasure Coast Mall - Shop 980, 3072 NW Federal Highway, FL, 34957, (772) 232-9551
Paul Careccia	Jensen Beach	FL	Shop 980, Treasure Coast Mall - Shop 980, 3072 NW Federal Highway, FL, 34957, (772) 232-9551
Charles J. Mendola	Key West	FL	Shop 369, Key West, 625 Duval Street, FL, 33040, (305) 294-3378
Wetzel's Pretzels, LLC	Lake Buena Vista	FL	Shop 848, Downtown Disney - Orlando - Shop 848, 1499 East Buena Vista Drive, FL, 32830, (407) 828-0256
Ric Almas	Miami	FL	Shop 120, Dadeland Mall - Shop 120, 7501 Southwest 88th Street, FC1, FL, 33156, (305) 665-2730
Cheryl Belaval	Miami	FL	Shop 612, The Falls, 8888 S.W. 136th Street, Sp. 503, FL, 33176, (305) 278-8808
Eugene Belaval	Miami	FL	Shop 612, The Falls, 8888 S.W. 136th Street, Sp. 503, FL, 33176, (305) 278-8808
Miguel (Mike) A. Cabrera	Miami	FL	Shop 673, Dolphin Mall Food Court, 11401 NW 12th Street, FL, 33172, (305) 639-3390
Miguel (Mike) A. Cabrera	Miami	FL	Shop 673.1, Dolphin Mall Ramblas, 11401 NW 12th Street, FL, 33172,
Augusto Borrás	Miami	FL	Shop 840, Miami International Mall, 1455 N.W. 107th Avenue, FL, 33186, (786) 627-0588
Ena Barrera	Miami	FL	Shop 840, Miami International Mall, 1455 N.W. 107th Avenue, FL, 33186, (786) 627-0588
Celia Perez	Miami Beach	FL	Shop 604, Ocean Drive South Beach, Suite 101, FL, 33139, (305) 604-8444
Gonzalo Perez	Miami Beach	FL	Shop 604, Ocean Drive South Beach, Suite 101, FL, 33139, (305) 604-8444
Celia Perez	Miami Beach	FL	Shop 826, Lincoln Road - South Beach, 424 Lincoln Road, FL, 33139, 305.672.8877
Gonzalo Perez	Miami Beach	FL	Shop 826, Lincoln Road - South Beach, 424 Lincoln Road, FL, 33139, 305.672.8877
Carlos Sacks	Miami Lakes	FL	Shop 295, Miami Lakes, 16407 Northwest 67th Avenue, FL, 33014, (305) 825-0588
Anthony Zarrella	Naples	FL	Shop 257, Naples - Shop 257, 5455 North Tamiami Trail, #512, FL, 34108, (239) 591-1144
Janice Salvatore	Naples	FL	Shop 257, Naples - Shop 257, 5455 North Tamiami Trail, #512, FL, 34108, (239) 591-1144
Patrick Bartlett	Naples	FL	Shop 935, Coastland Center - Shop 935, 2002 Tamiami Trail N., FL, 34102, (239) 352-0600
William V. Koch	Naples	FL	Shop 935, Coastland Center - Shop 935, 2002 Tamiami Trail N., FL, 34102, (239) 352-0600
Rosen Shingle Creek Resort	Orlando	FL	Shop 1000, Rosen Shingle Creek Resort - Shop 1000, 9939 Universal Boulevard, FL, 32819, (407) 996-9939 X17680
Michael A. Shaw	Orlando	FL	Shop 774, Mall at Millenia, 4200 Conroy Road, FL, 32839, (407) 370-0047
Theda C. Shaw	Orlando	FL	Shop 774, Mall at Millenia, 4200 Conroy Road, FL, 32839, (407) 370-0047
Michael A. Shaw	Palm Beach Gardens	FL	Shop 905, Gardens Mall, 3101 PGA Boulevard, FL, 33410, (561) 626-1866
Theda C. Shaw	Palm Beach Gardens	FL	Shop 905, Gardens Mall, 3101 PGA Boulevard, FL, 33410, (561) 626-1866
Jay M. Zwerdling	Pembroke Pines	FL	Shop 674, Pembroke Lakes Mall, 11401 Pines Blvd., Space K960, FL, 33026, (954) 538-9991
Barnie's Coffee and Tea Company, Inc.	Pensacola	FL	Shop 764, Pensacola - Barnies, 5100 North 9th Avenue, FL, 32504, (850) 484-9928
Irwin Rosen	Plantation	FL	Shop 475, Broward Mall, 8000 Broward Boulevard, FL, 33388, (954) 370-6324
Julie Ho	Sanford	FL	Shop 975, Seminole Town Center - Shop 975, 234 Towne Center Circle Space #J02, FL, 32771, (407) 688-8168
Philip Ho	Sanford	FL	Shop 975, Seminole Town Center - Shop 975, 234 Towne Center Circle Space #J02, FL, 32771, (407) 688-8168
Larry Crowley	Sunrise	FL	Shop 541.1, Sawgrass - Sports, 12801 Sunrise Boulevard-HurricaneCourt, FL, 33323, (954) 846-0860
Larry Crowley	Sunrise	FL	Shop 541.2, Sawgrass - Hurricane, 12801 Sunrise Boulevard-Sports Court, FL, 33323, (954) 846-9056

Miguel (Mike) A. Cabrera	Tallahassee	FL	Shop 849, Tallahassee, 1500 Apalachee Parkway, FL, 32301, (850) 671-5010
Himanshu Chandarana	Tampa	FL	Shop 678, Citrus Park Town Center, 8029 Citrus Park Town Center Mall, FL, 33625, (813) 926-4740
Cameron Capri	Tampa	FL	Shop 709, International Plaza - Food Court, 2223 N. Westshore Blvd., FL, 33607, (813) 351-8181
Frank Manella	Tampa	FL	Shop 709, International Plaza - Food Court, 2223 N. Westshore Blvd., FL, 33607, (813) 351-8181
Lillian Manella	Tampa	FL	Shop 709, International Plaza - Food Court, 2223 N. Westshore Blvd., FL, 33607, (813) 351-8181
Thomas Meyer	Tampa	FL	Shop 709, International Plaza - Food Court, 2223 N. Westshore Blvd., FL, 33607, (813) 351-8181
Cameron Capri	Tampa	FL	Shop 709.1, International Plaza - Kids, 2223 North Westshore Boulevard, FL, 33607, (813) 351-8181
Frank Manella	Tampa	FL	Shop 709.1, International Plaza - Kids, 2223 North Westshore Boulevard, FL, 33607, (813) 351-8181
Lillian Manella	Tampa	FL	Shop 709.1, International Plaza - Kids, 2223 North Westshore Boulevard, FL, 33607, (813) 351-8181
Thomas Meyer	Tampa	FL	Shop 709.1, International Plaza - Kids, 2223 North Westshore Boulevard, FL, 33607, (813) 351-8181
Dominic Tufariello	The Villages	FL	Shop 888, The Villages - Shop 888, 1001 Lakeshore Drive, FL, 32162, (352) 751-0261
Irwin Rosen	Wellington	FL	Shop 660, Wellington Green, 10300 West Forest Hill Blvd., FL, 33414, (561) 333-4670
Myria Alvarez	Winter Park	FL	Shop 329, Winter Park - Shop 329, 116 East New England Avenue, FL, 32789, (407) 644-1161
Vanna Duong	Alpharetta	GA	Shop 547, North Point Mall - Shop 547, 1000 North Point Circle, GA, 30022, (770) 667-8558
Vanna Duong	Atlanta	GA	Shop 144, Lenox Square Mall, 3393 Peachtree Road Northeast, GA, 30326, (404) 233-3396
Kriangsak (Ken) Luangruangrong	Atlanta	GA	Shop 380, Perimeter Mall - Shop 380, 4400 Ashford Dunwoody Road Suite 1670, GA, 30346, (770) 393-8822
Praphasiri (Nuit) Luangruangrong	Atlanta	GA	Shop 380, Perimeter Mall - Shop 380, 4400 Ashford Dunwoody Road Suite 1670, GA, 30346, (770) 393-8822
Dilip R. Amin	Atlanta	GA	Shop 414, Cumberland Festival Shopping Center - Shop 414, 2980 Cobb Parkway Suite 216, GA, 30339, (770) 951-2528
Rosaline Amin	Atlanta	GA	Shop 414, Cumberland Festival Shopping Center - Shop 414, 2980 Cobb Parkway Suite 216, GA, 30339, (770) 951-2528
Danny Amin	Atlanta	GA	Shop 700, Underground Atlanta, 50 Upper Alabama, Suite 32126, GA, 30303, (404) 880-0039
Dilip Daya	Atlanta	GA	Shop 700, Underground Atlanta, 50 Upper Alabama, Suite 32126, GA, 30303, (404) 880-0039
Dilip R. Amin	Atlanta	GA	Shop 700, Underground Atlanta, 50 Upper Alabama, Suite 32126, GA, 30303, (404) 880-0039
Rosaline Amin	Atlanta	GA	Shop 700, Underground Atlanta, 50 Upper Alabama, Suite 32126, GA, 30303, (404) 880-0039
Smita Daya	Atlanta	GA	Shop 700, Underground Atlanta, 50 Upper Alabama, Suite 32126, GA, 30303, (404) 880-0039
Mohammad Rafiq	Atlanta	GA	Shop 724, Cumberland Mall, 1154 Cumberland Mall, GA, 30339, (770) 434-8089
Mohammad Rafiq	Dunwoody	GA	Shop 959, Ashford Dunwoody - Shop 959, 4780 Ashford Dunwoody Rd. Suite 520, GA, 30338, (678) 320-7215
Sheetal Godhania	Dunwoody	GA	Shop 959, Ashford Dunwoody - Shop 959, 4780 Ashford Dunwoody Rd. Suite 520, GA, 30338, (678) 320-7215
Mohammad Rafiq	Kennesaw	GA	Shop 893, TC Cobb - Shop 893, 400 Ernest W. Barrett Pkwy. Suite K108, GA, 30144, (770) 590-3120
Sheetal Godhania	Kennesaw	GA	Shop 893, TC Cobb - Shop 893, 400 Ernest W. Barrett Pkwy. Suite K108, GA, 30144, (770) 590-3120
Clayton R. C. Kim	Honolulu	HI	Shop 445, Sheraton Princess Kaiulani Hotel - Shop 445, 2344 Kalakaua Avenue, HI, 96815, (808) 924-9336
Donald E.C. Kim	Honolulu	HI	Shop 445, Sheraton Princess Kaiulani Hotel - Shop 445, 2344 Kalakaua Avenue, HI, 96815, (808) 924-9336
Clayton R. C. Kim	Honolulu	HI	Shop 479, Ala Moana Center - Shop 479, 1450 Ala Moana Boulevard FC-1160-T, HI, 96814, (808) 941-5161
Donald E.C. Kim	Honolulu	HI	Shop 479, Ala Moana Center - Shop 479, 1450 Ala Moana Boulevard FC-1160-T, HI, 96814, (808) 941-5161
Clayton R. C. Kim	Honolulu	HI	Shop 481, Pacific Beach Hotel - Shop 481, 2494 Kalakaua Avenue, #7, HI, 96815, (808) 922-3221

Donald E.C. Kim	Honolulu	HI	Shop 481, Pacific Beach Hotel - Shop 481, 2494 Kalakaua Avenue, #7, HI, 96815, (808) 922-3221
Clayton R. C. Kim	Kaanapali, Maui	HI	Shop 436, Whalers Village Shopping Center - Shop 436, Whalers Village Suite D-1, Building D, HI, 96761, (808) 667-5377
Donald E.C. Kim	Kaanapali, Maui	HI	Shop 436, Whalers Village Shopping Center - Shop 436, Whalers Village Suite D-1, Building D, HI, 96761, (808) 667-5377
Clayton R. C. Kim	Lahaina	HI	Shop 480, Pioneer Inn - Shop 480, 655 Front Street, Space 10, HI, 96761, (808) 661-8668
Donald E.C. Kim	Lahaina	HI	Shop 480, Pioneer Inn - Shop 480, 655 Front Street, Space 10, HI, 96761, (808) 661-8668
Jared Biethman	Boise	ID	Shop 955, Boise Town Square Mall - Shop 955, 350 N. Milwaukee Suite 2185, ID, 83704, (208) 658-9200
Sherri Biethman	Boise	ID	Shop 955, Boise Town Square Mall - Shop 955, 350 N. Milwaukee Suite 2185, ID, 83704, (208) 658-9200
Christopher Heitmann	Chicago	IL	Shop 719, Navy Pier, 800 E. Grand Avenue, IL, 60611, (312) 467-9200
Third Coast Ice Cream Partner, LLC	Chicago	IL	Shop 719, Navy Pier, 800 E. Grand Avenue, IL, 60611, (312) 467-9200
Heleen Thanas	Chicago	IL	Shop 742, O'Hare International Airport, International Terminal - 5, IL, 60666, (773) 601-8989
Lou Mitchell's Express, Inc.	Chicago	IL	Shop 742, O'Hare International Airport, International Terminal - 5, IL, 60666, (773) 601-8989
Nick Thanas	Chicago	IL	Shop 742, O'Hare International Airport, International Terminal - 5, IL, 60666, (773) 601-8989
Arnold I. Gopin	Lincolnwood	IL	Shop 199, Lincolnwood Town Center - Shop 199, 3333 West Touhy Avenue, IL, 60712, (847) 676-3885
Randi Gopin	Lincolnwood	IL	Shop 199, Lincolnwood Town Center - Shop 199, 3333 West Touhy Avenue, IL, 60712, (847) 676-3885
Frank Manella	Indianapolis	IN	Shop 922, Circle Centre - Shop 922, 49 W. Maryland St Space D-21, IN, 46204, (317) 631-5703
Francine Siegel	New Orleans	LA	Shop 317, French Quarter - New Orleans - Shop 317, 621 St. Peter Street, LA, 70116-3271, (504) 523-4001
Jerry Siegel	New Orleans	LA	Shop 540, Riverwalk - New Orleans, 1 Poydras Street - Convention Center Blvd, LA, 70130-1657, (504) 523-3566
Audubon Institute, Inc.	New Orleans	LA	Shop 731, Audubon Zoo - Shop 731, New Orleans Audubon Zoo, LA, 70118, (504) 212-5418
Jim Richardson	Burlington	MA	Shop 252, Burlington Mall - Shop 252, 75 Middlesex Road, #1009A, MA, 1803, (781) 273-5174
Steven Levesque	Burlington	MA	Shop 252, Burlington Mall - Shop 252, 75 Middlesex Road, #1009A, MA, 1803, (781) 273-5174
Yehuda Amar	N. Attleborough	MA	Shop 518, N. Attleborough, MA (Emerald Square Mall) - Shop 518, 999 South Washington Street, MA, 2760, (508) 643-0460
Yehuda Amar	Natick	MA	Shop 594, Natick Mall - Shop 594, 1245 Worcester Road, Route 9, MA, 1760, (508) 655-0932
Yehuda Amar	Swansea	MA	Shop 913, Swansea Mall - Shop 913, Swansea Mall, 262 Swansea Mall Drive, Suite 775, MA, 02777, (508) 678-1442
Willy Ng	Baltimore	MD	Shop 141, Harbor Place, 301 Light Street, MD, 21202, (410) 234-8357
Virendra Patel	Bethesda	MD	Shop 639, Montgomery Mall - Shop 639, 7101 Democracy Blvd., MD, 20817, (301) 469-4767
Francine Siegel	Bethesda	MD	Shop 753, Downtown Bethesda, 7305 Woodmont Avenue, MD, 20814, (301) 652-9394
Jerry Siegel	Bethesda	MD	Shop 753, Downtown Bethesda, 7305 Woodmont Avenue, MD, 20814, (301) 652-9394
John Hughes	Bethesda	MD	Shop 753, Downtown Bethesda, 7305 Woodmont Avenue, MD, 20814, (301) 652-9394
Thomas Hughes	Bethesda	MD	Shop 753, Downtown Bethesda, 7305 Woodmont Avenue, MD, 20814, (301) 652-9394
Lee White	Columbia	MD	Shop 402, Columbia Mall - Shop 402, 10300 Little Patuxent Parkway, MD, 21044, (410) 964-9866
Thalia White	Columbia	MD	Shop 402, Columbia Mall - Shop 402, 10300 Little Patuxent Parkway, MD, 21044, (410) 964-9866
Eli Kimel	Rockville	MD	Shop 839, Fallsgrove Village Center - Shop 839, 14929 Shady Grove Road, Store No. D-2-15, MD, 20850, (301) 279-2050
Gilly Arie	Rockville	MD	Shop 839, Fallsgrove Village Center - Shop 839, 14929 Shady Grove Road, Store No. D-2-15, MD, 20850, (301) 279-2050
Mark Goldsmith	Rockville	MD	Shop 839, Fallsgrove Village Center - Shop 839, 14929 Shady Grove Road, Store No. D-2-15, MD, 20850, (301) 279-2050
Eli Kimel	Towson	MD	Shop 887, Towson Town Center Mall, 825 Dulaney Valley Road, MD, 21204, 410.307.1008

Gilly Arie	Towson	MD	Shop 887, Towson Town Center Mall, 825 Dulaney Valley Road, MD, 21204, 410.307.1008
Carl Weisgerber	Novi	MI	Shop 788, Twelve Oaks Mall - Shop 788, 27304 B Novi Road, MI, 48377, (248) 449-4630
Michael A. Shaw	Novi	MI	Shop 788, Twelve Oaks Mall - Shop 788, 27304 B Novi Road, MI, 48377, (248) 449-4630
Souheil Chaaban	Sterling Heights	MI	Shop 899, Lakeside Mall - Shop 899, Lakeside Mall 41000 Lakeside Circle, MI, 48313-1320, (586) 247-0777
Michael A. Shaw	Troy	MI	Shop 643, Somerset Collection North - Shop 643, 2800 West Big Beaver Rd. Ste.X-343, MI, 48084, (248) 614-3936
Theda C. Shaw	Troy	MI	Shop 643, Somerset Collection North - Shop 643, 2800 West Big Beaver Rd. Ste.X-343, MI, 48084, (248) 614-3936
Frank Manella	Bloomington	MN	Shop 920, Mall of America - Shop 920, 130 E. Broadway, MN, 55425, (952) 854-9406
Lickity Split LLC	Branson	MO	Shop 940, Branson Landing - Shop 940, 335 Branson Landing Boulevard, MO, 65616, (417) 336-9758
Rexanne Mansfield	Branson	MO	Shop 940, Branson Landing - Shop 940, 335 Branson Landing Boulevard, MO, 65616, (417) 336-9758
Stephen Mansfield	Branson	MO	Shop 940, Branson Landing - Shop 940, 335 Branson Landing Boulevard, MO, 65616, (417) 336-9758
Foodbrand LLC	Hazelwood	MO	Shop 869, St. Louis Mills - Shop 869, 5555 St. Louis Mills Boulevard Space K1, MO, 63042, (314) 227-5303
George Gunter	Kansas City	MO	Shop 983, Tuileries Plaza - Shop 983, 6209 NW 63rd Terrace, MO, 64151, (816) 505-3207
Pamela Gunter	Kansas City	MO	Shop 983, Tuileries Plaza - Shop 983, 6209 NW 63rd Terrace, MO, 64151, (816) 505-3207
SIS Partners LLC	Kansas City	MO	Shop 983, Tuileries Plaza - Shop 983, 6209 NW 63rd Terrace, MO, 64151, (816) 505-3207
Larry Crowley	Charlotte	NC	Shop 822, South Park Mall, 4400 Sharon Road, NC, 28211, (704) 367-9901
Allen McMullen, Jr.	Charlotte	NC	Shop 878, Northlake Mall, 6801 Northlake Drive Space K-202, NC, 28216, (704) 596-4790
Ann McMullen	Charlotte	NC	Shop 878, Northlake Mall, 6801 Northlake Drive Space K-202, NC, 28216, (704) 596-4790
Frank Manella	Charlotte	NC	Shop 878, Northlake Mall, 6801 Northlake Drive Space K-202, NC, 28216, (704) 596-4790
Larry Crowley	Durham	NC	Shop 782, The Streets at Southpoint, 6910 Fayetteville Road, #250, NC, 27713, (919) 806-1889
Mohammad Rafiq	Raleigh	NC	Shop 759, Crabtree Valley Mall - Shop 759, 4325 Glenwood Avenue, NC, 27612, (919) 791-0006
Sheetal Godhania	Raleigh	NC	Shop 759, Crabtree Valley Mall - Shop 759, 4325 Glenwood Avenue, NC, 27612, (919) 791-0006
Yehuda Amar	South Nashua	NH	Shop 471, Nashua, NH (Pheasant Lane) - Shop 471, 310 Daniel Webster Highway, NH, 3060, (603) 891-2226
Edgewater Haagen-Dazs, LLC	Edgewater	NJ	Shop 916, City Promenade Mall, 47 The Promenade, NJ, 07020, (201) 945-0345
Jason (Myungho) Park	Edgewater	NJ	Shop 916, City Promenade Mall, 47 The Promenade, NJ, 07020, (201) 945-0345
John Cutillo, Jr.	Edison	NJ	Shop 545, Menlo Park Mall, #2200 - Shop 545, 330 Menlo Park Mall, NJ, 8837, (732) 603-8713
John Cutillo, Sr.	Edison	NJ	Shop 545, Menlo Park Mall, #2200 - Shop 545, 330 Menlo Park Mall, NJ, 8837, (732) 603-8713
Agustin Quirch	Elizabeth	NJ	Shop 715, Jersey Gardens, 651 Kapkowski Road, Space UK5, NJ, 7206, (908) 558-9087
Humberto Man-Pedercini	Elizabeth	NJ	Shop 715, Jersey Gardens, 651 Kapkowski Road, Space UK5, NJ, 7206, (908) 558-9087
Ching Chih Chao	Fairlawn	NJ	Shop 133, Fairlawn - Shop 133, 23-12 Fairlawn Avenue, NJ, 7410, (201) 797-2626
Hsinju Chang	Fairlawn	NJ	Shop 133, Fairlawn - Shop 133, 23-12 Fairlawn Avenue, NJ, 7410, (201) 797-2626
Agustin Quirch	Freehold	NJ	Shop 533, Freehold Raceway Mall, Space C-114 - Shop 533, 3710 Route 9, NJ, 7728, (732) 577-1195
Humberto Man-Pedercini	Freehold	NJ	Shop 533, Freehold Raceway Mall, Space C-114 - Shop 533, 3710 Route 9, NJ, 7728, (732) 577-1195
NATHKA Corp.	Freehold	NJ	Shop 533, Freehold Raceway Mall, Space C-114 - Shop 533, 3710 Route 9, NJ, 7728, (732) 577-1195
Edward Weisenfeld	Jackson	NJ	Shop 908, Jackson Outlet Village, 537 Monmouth Road, Space #173, NJ, 08527, (732) 928-8660

Michael Schuster	Jackson	NJ	Shop 908, Jackson Outlet Village, 537 Monmouth Road, Space #173, NJ, 08527, (732) 928-8660
Stuart I. Weisenfeld	Jackson	NJ	Shop 908, Jackson Outlet Village, 537 Monmouth Road, Space #173, NJ, 08527, (732) 928-8660
Hsiao (Joanne) Fu	Livingston	NJ	Shop 104, Livingston, NJ - Shop 104, 79 South Livingston Avenue, NJ, 7039, (973) 533-0298
Hsueh (Alvin) Rong Cheng	Livingston	NJ	Shop 104, Livingston, NJ - Shop 104, 79 South Livingston Avenue, NJ, 7039, (973) 533-0298
Hsiao (Joanne) Fu	Millburn	NJ	Shop 432, Millburn, NJ - Shop 432, 358 Millburn Avenue, NJ, 7041, (973) 379-9280
Hsueh (Alvin) Rong Cheng	Millburn	NJ	Shop 432, Millburn, NJ - Shop 432, 358 Millburn Avenue, NJ, 7041, (973) 379-9280
Agustin Quirch	Paramus	NJ	Shop 405, Paramus Park Mall, 638 Paramus Park Mall, NJ, 7652, (201) 967-9496
Humberto Man-Pedercini	Paramus	NJ	Shop 405, Paramus Park Mall, 638 Paramus Park Mall, NJ, 7652, (201) 967-9496
Agustin Quirch	Paramus	NJ	Shop 633, Garden State Plaza Mall - Shop 633, Westfield Garden State Plaza; Space 9205, NJ, 7652, (201) 712-0154
Humberto Man-Pedercini	Paramus	NJ	Shop 633, Garden State Plaza Mall - Shop 633, Westfield Garden State Plaza; Space 9205, NJ, 7652, (201) 712-0154
Ciro Laezza	Redbank	NJ	Shop 180, Red Bank, NJ - Shop 180, 90 Broad Street, NJ, 07701, (732) 747-6978
Jason (Myungho) Park	Ridgewood	NJ	Shop 341, Ridgewood, NJ, 22 East Ridgewood Avenue, NJ, 7450, (201) 447-9840
Young S. Ryu	Woodbridge		Shop 248, Woodbridge Mall, 418 Woodbridge Center, NJ, 7095, (732) 750-1874
Fredrick D. Libby	Santa Fe	NM	Shop 230, Santa Fe, 56 East San Francisco Street, NM, 87501, (505) 988-3858
Kevin Reber	Las Vegas	NJ	Shop 401, Meadows Mall - Shop 401, 4300 Meadows Lane, #103, NV, 89107, (702) 878-7551
Fifth Avenue Ice Cream of Nevada, Inc.	Las Vegas	NV	Shop 530, MGM Grand Hotel Food Court, Space E- Shop 530, 3799 Las Vegas Blvd South, #1GG13B, NV, 89109, (702) 597-2030
Frank R. Bonanno	Las Vegas	NV	Shop 606, MGM Grand Hotel Star Lane, 3799 Las Vegas Boulevard South, NV, 89109, (702) 597-0688
Frank R. Bonanno	Las Vegas	NV	Shop 632, Monte Carlo Resort & Casino - Shop 632, 3770 Las Vegas Blvd. S., Space E, NV, 89109, (702) 597-0646
Frank R. Bonanno	Las Vegas	NV	Shop 646, New York- New York Hotel & Casino, 3790 Las Vegas Boulevard South, NV, 89109, (702) 597-9114
Vincent A. Bonomo	Las Vegas	NV	Shop 646, New York- New York Hotel & Casino, 3790 Las Vegas Boulevard South, NV, 89109, (702) 597-9114
Fifth Avenue Ice Cream of Nevada, Inc.	Las Vegas	NV	Shop 692, The Venetian Hotel and Casino, 3377 So. Las Vegas Blvd., Ste. 2260, NV, 89109, (702) 894-9467
Fifth Avenue Ice Cream of Nevada, Inc.	Las Vegas	NV	Shop 868, Fashion Show Mall - Shop 868, 3200 Las Vegas Boulevard, South, NV, 89109, (702) 696-9221
Fifth Avenue Ice Cream of Nevada, Inc.	Las Vegas	NV	Shop 871, Bally's, 3645 Las Vegas Boulevard. South, NV, 89109, (702) 699-7896
Fifth Avenue Ice Cream of Nevada, Inc.	Primm	NV	Shop 680, Buffalo Bill Resort & Casino, 31900 South Las Vegas Blvd., NV, 89019, (702) 874-2165
Fifth Avenue Ice Cream of Nevada, Inc.	Primm	NV	Shop 687, Primm Valley Resort & Casino, PV-201, 31900 S. Las Vegas Blvd., NV, 89019, (702) 874-1375
Yehuda Amar	Albany	NY	Shop 600, Crossgates Mall - Shop 600, 1 Crossgates Mall Rd, Interstate Rte. 87, NY, 12203, (518) 869-4645
Hui-Rung Chen	Astoria	NY	Shop 623, Astoria - Shop 623, 31-43 Steinway Street, NY, 11106, (718) 274-0900
Hui-Rung Chen	Bronx	NY	Shop 976, Bay Plaza Community Center - Shop 976, 2120 Bartow, NY, 10475, (718) 379-4649
Altaf Isani	Bronxville	NY	Shop 333, Bronxville, 28 Park Place, NY, 10708, (914) 793-7171
Raj Patel	Bronxville	NY	Shop 333, Bronxville, 28 Park Place, NY, 10708, (914) 793-7171
Joseph Megre	Brooklyn	NY	Shop 107, Montague Street, 120 Montague Street, NY, 11201, (718) 797-3700
Liana Megre	Brooklyn	NY	Shop 107, Montague Street, 120 Montague Street, NY, 11201, (718) 797-3700
Norman Grammatikopoulos	Brooklyn	NY	Shop 362, Bay Ridge - Shop 362, 7610 Third Avenue, NY, 11209, (718) 748-3430
Stavroula Grammatikopoulos	Brooklyn	NY	Shop 362, Bay Ridge - Shop 362, 7610 Third Avenue, NY, 11209, (718) 748-3430
Carole Nagar	Brooklyn	NY	Shop 385, Kings Plaza - Shop 385, 5172 Kings Plaza, NY, 11234, (718) 377-4446

Shimon Nagar	Brooklyn	NY	Shop 385, Kings Plaza - Shop 385, 5172 Kings Plaza, NY, 11234, (718) 377-4446
Daniel J. Lifavi	Brooklyn	NY	Shop 534, Park Slope - Shop 534, 109 Seventh Avenue, NY, 11215, (718) 398-8004
Frank S. LaTorre	Brooklyn	NY	Shop 534, Park Slope - Shop 534, 109 Seventh Avenue, NY, 11215, (718) 398-8004
Reno Gupiteo	Brooklyn	NY	Shop 716, Bay Ridge, 8621-4th Ave., NY, 11209, (718) 238-2037
Yuk Keung (Kent) Ng	Cedarhurst	NY	Shop 101, Cedarhurst - Shop 101, 116 Cedarhurst Avenue, NY, 11516, (516) 374-6107
Yun Li	Cedarhurst	NY	Shop 101, Cedarhurst - Shop 101, 116 Cedarhurst Avenue, NY, 11516, (516) 374-6107
Edward Weisenfeld	Central Valley	NY	Shop 658, Central Valley, NY (Woodbury Common Factory Outlets) - Shop 658, 509 Woodbury Common Factory Outlets, NY, 10917, (845) 928-8419
Michael Schuster	Central Valley	NY	Shop 658, Central Valley, NY (Woodbury Common Factory Outlets) - Shop 658, 509 Woodbury Common Factory Outlets, NY, 10917, (845) 928-8419
Stuart I. Weisenfeld	Central Valley	NY	Shop 658, Central Valley, NY (Woodbury Common Factory Outlets) - Shop 658, 509 Woodbury Common Factory Outlets, NY, 10917, (845) 928-8419
Anthony Castellana	Elmhurst	NY	Shop 684, Queens Center, 90-15 Queens Boulevard, NY, 11373, (718) 760-7220
Mary Vitelli	Elmhurst	NY	Shop 684, Queens Center, 90-15 Queens Boulevard, NY, 11373, (718) 760-7220
Abram Kandhorov	Forest Hills	NY	Shop 161, Forest Hills - Shop 161, 70-40 Austin Street, NY, 11375, (718) 544-1243
Brian S. Gallagher	Fresh Meadows	NY	Shop 274, Fresh Meadows, 61-10 188th Street, NY, 11365, (718) 454-2568
Philip J. Cataldo	Fresh Meadows	NY	Shop 274, Fresh Meadows, 61-10 188th Street, NY, 11365, (718) 454-2568
Steven H. Shapiro	Fresh Meadows	NY	Shop 274, Fresh Meadows, 61-10 188th Street, NY, 11365, (718) 454-2568
Steve Symancyk	Fresh Meadows	NY	Shop 274, Fresh Meadows, 61-10 188th Street, NY, 11365, (718) 454-2568
Baldev Patel	Garden City	NY	Shop 555, Garden City, NY (Roosevelt Field-Upper) - Shop 555, Häagen-Dazs, Store No. 2018, NY, 11530, (516) 742-9342
Vidya Patel	Garden City	NY	Shop 555, Garden City, NY (Roosevelt Field-Upper) - Shop 555, Häagen-Dazs, Store No. 2018, NY, 11530, (516) 742-9342
Vishnu Patel	Garden City	NY	Shop 555, Garden City, NY (Roosevelt Field-Upper) - Shop 555, Häagen-Dazs, Store No. 2018, NY, 11530, (516) 742-9342
Patrick J. Conlon	Garden City	NY	Shop 626, Garden City, NY (Roosevelt Field-Lower) - Shop 626, Häagen-Dazs, Lower Level Store No. 1102, NY, 11530, (516) 742-6104
Hui-Rung Chen	Hartsdale	NY	Shop 238, Hartsdale, NY, 235 North Central Avenue, NY, 10530, (914) 681-0746
Steve Sobel	Lake Grove	NY	Shop 819, Lake Grove, NY (Smith Haven) - Shop 819, 312 Smith Haven Mall, NY, 11755, (631) 584-4000
Lal Bhasin	Massapequa	NY	Shop 397, Massapequa, NY (Sunrise Mall) - Shop 397, 599 Sunrise Mall, NY, 11758, (516) 798-3460
Sudesh Bhasin	Massapequa	NY	Shop 397, Massapequa, NY (Sunrise Mall) - Shop 397, 599 Sunrise Mall, NY, 11758, (516) 798-3460
Yehuda Amar	Nanuet	NY	Shop 486, Nanuet Mall, #2039 - Shop 486, 75 W. Route 59, NY, 10954, (845) 623-1224
James W. Boyle	New York	NY	Shop 109, 1188 First Ave, 1188 First Avenue, NY, 10021, (212) 288-5200
Kathleen Kirby	New York	NY	Shop 109, 1188 First Ave, 1188 First Avenue, NY, 10021, (212) 288-5200
Michael Robert Kirby	New York	NY	Shop 109, 1188 First Ave, 1188 First Avenue, NY, 10021, (212) 288-5200
Edward Weisenfeld	New York	NY	Shop 125, Columbus Ave, 187 Columbus Avenue, NY, 10023, (212) 787-0265
Michael Schuster	New York	NY	Shop 125, Columbus Ave, 187 Columbus Avenue, NY, 10023, (212) 787-0265
Stuart I. Weisenfeld	New York	NY	Shop 125, Columbus Ave, 187 Columbus Avenue, NY, 10023, (212) 787-0265
Vicki Ehrlich	New York	NY	Shop 163, Chinatown - Shop 163, 53 1/2 Mott Street, NY, 10013, (212) 571-1970
Anthony Castellana	New York	NY	Shop 169, Broadway - Shop 169, 2905 Broadway, NY, 10025, (212) 662-5265

LIRR Management Corp	New York	NY	Shop 275, Penn Station, 110 Penn Plaza, NY, 10001, (212) 630-0321
Mohammad Zaman	New York	NY	Shop 538, Amsterdam, 263 Amsterdam Avenue, NY, 10023, (212) 787-7165
Edward Weisenfeld	New York	NY	Shop 556, South Street Seaport, Pier 17 Building, NY, 10038, (212) 587-5335
Stuart I. Weisenfeld	New York	NY	Shop 556, South Street Seaport, Pier 17 Building, NY, 10038, (212) 587-5335
Edward Weisenfeld	New York	NY	Shop 648, Broadway - Shop 648, 655 Broadway, NY, 10012, (212) 260-8490
Michael Schuster	New York	NY	Shop 648, Broadway - Shop 648, 655 Broadway, NY, 10012, (212) 260-8490
Stuart I. Weisenfeld	New York	NY	Shop 648, Broadway - Shop 648, 655 Broadway, NY, 10012, (212) 260-8490
1286 RR Operating, Inc.	New York City	NY	Shop 1009, 1286 Broadway - Shop 1009, 1286 Broadway, NY, 10001,
Gourmet Management Inc.	New York City	NY	Shop 1010, Penn Station - Shop 1010, 110 Penn Plaza, NY, 10001,
761 Taft Food Court Operating, LLC	New York City	NY	Shop 982, 761 Seventh Avenue - Shop 982, 761 Seventh Avenue, NY, 10019,
Myung Ja Hwang	Pelham	NY	Shop 617, Pelham - Shop 617, 205 Wolfs Lane, NY, 10803, (914) 738-3500
Derik Cenci	Rockville Centre	NY	Shop 792, Rockville Centre, 2 N. Park Avenue, NY, 11570-5223, (516) 763-5600
Raymond Cenci	Rockville Centre	NY	Shop 792, Rockville Centre, 2 N. Park Avenue, NY, 11570-5223, (516) 763-5600
Altaf Isani	Scarsdale	NY	Shop 208, Scarsdale, 19 Spencer Place, NY, 10583, (914) 723-7990
Raj Patel	Scarsdale	NY	Shop 208, Scarsdale, 19 Spencer Place, NY, 10583, (914) 723-7990
Franchisee - Syracuse University	Syracuse	NY	Shop 564, Shop - Syracuse University, Kimmel Hall - Food Court, NY, 13244, (315) 433-3113
Jill A. Feldman	Valley Stream	NY	Shop 364, Green Acres Mall - Shop 364, 1105 Green Acres Mall #9G, Lower Level, NY, 11581, (516) 872-6111
Yehuda Amar	Valley Stream	NY	Shop 364, Green Acres Mall - Shop 364, 1105 Green Acres Mall #9G, Lower Level, NY, 11581, (516) 872-6111
Leonard C. Messina	Westhampton Beach	NY	Shop 539, Westhampton, NY - Open May 1-Oct 31, 103 Main Street, NY, 11978, (631) 288-1534
Susan M. Assalti	Westhampton Beach	NY	Shop 539, Westhampton, NY - Open May 1-Oct 31, 103 Main Street, NY, 11978, (631) 288-1534
Yehuda Amar	West Nyack	NY	Shop 652, The Palisades Center - Shop 652, 3511 Palisades Center Drive - Level 3, NY, 10994, (845) 358-5733
Elizabeth Federoff	White Plains	NY	Shop 358, White Plains - Shop 358, 66 Mamaroneck Avenue, NY, 10601, (914) 946-8498
John Belcher	White Plains	NY	Shop 358, White Plains - Shop 358, 66 Mamaroneck Avenue, NY, 10601, (914) 946-8498
Rony Tan	Whitestone	NY	Shop 773, Whitestone - Shop 773, 153-69A Cross Island Parkway, NY, 11357, (718) 819-0500
Hui-Rung Chen	Yonkers	NY	Shop 532, Yonkers - Shop 532, 26-1/2 Xavier Drive Cross County Shopping Center, NY, 10704, (914) 963-0732
Columbus Impulse Foods, LLC	Columbus	OH	Shop 814, Polaris Fashion Place, 1500 Polaris Parkway, OH, 43240, (614) 844-4880
Mayer Glimcher	Columbus	OH	Shop 814, Polaris Fashion Place, 1500 Polaris Parkway, OH, 43240, (614) 844-4880
Steve Glimcher	Columbus	OH	Shop 814, Polaris Fashion Place, 1500 Polaris Parkway, OH, 43240, (614) 844-4880
Abdul Manji	Tigard	OR	Shop 896, Bridgeport Village - Shop 896, 7409 Southwest Bridgeport Road, OR, 97224, (503) 684-1034
Anne DeSilva	Tigard	OR	Shop 896, Bridgeport Village - Shop 896, 7409 Southwest Bridgeport Road, OR, 97224, (503) 684-1034
Chanaka M. DeSilva	Tigard	OR	Shop 896, Bridgeport Village - Shop 896, 7409 Southwest Bridgeport Road, OR, 97224, (503) 684-1034
Khadija (Kay) Manji	Tigard	OR	Shop 896, Bridgeport Village - Shop 896, 7409 Southwest Bridgeport Road, OR, 97224, (503) 684-1034
David Craddock	King of Prussia	PA	Shop 563, King of Prussia - Shop 563, 160 North Gulph Road, Space 1126, PA, 19406, (610) 265-4755
Steven Craddock	King of Prussia	PA	Shop 563, King of Prussia - Shop 563, 160 North Gulph Road, Space 1126, PA, 19406, (610) 265-4755
Brian Calhoun	Philadelphia	PA	Shop 440, Philadelphia, 242 South Street, PA, 19147, (215) 925-3373

George Pappas	Whitehall	PA	Shop 478, Whitehall, PA (Lehigh Valley Mall) - Shop 478, 176 Lehigh Valley Road, Space J7A, PA, 18052, (215) 266-1934
Sheldon R. Geller	Whitehall	PA	Shop 478, Whitehall, PA (Lehigh Valley Mall) - Shop 478, 176 Lehigh Valley Road, Space J7A, PA, 18052, (215) 266-1934
Herbert M. Appel	Charleston	SC	Shop 261, Charleston - Shop 261, 43 South Market Street, SC, 29401, (843) 723-9326
Ryan Appel	Charleston	SC	Shop 261, Charleston - Shop 261, 43 South Market Street, SC, 29401, (843) 723-9326
Opryland Hotel Nashville, LLC	Nashville	TN	Shop 989, Tennessee - Opryland (Gaylord), 2800 Opryland Drive, TN, 37214, (615) 889-1000
Mehmood (Mike) Ali	Arlington	TX	Shop 770, The Parks at Arlington - Shop 770, 3811 South Cooper Street, TX, 76015, (817) 375-9381
Ramzan (Al) Farishta	Arlington	TX	Shop 770, The Parks at Arlington - Shop 770, 3811 South Cooper Street, TX, 76015, (817) 375-9381
Carl Ng	Dallas	TX	Shop 718, Valley View, Valley View Center 13331 Preston Road - Suite 114, TX, 75240, (972) 490-9557
Fung Ng	Dallas	TX	Shop 718, Valley View, Valley View Center 13331 Preston Road - Suite 114, TX, 75240, (972) 490-9557
Michael LaFerney	Dallas/Forth Worth	TX	Shop 621, DFW Intl Airport Gate E, 3200 E. Airport Dr., Term. E - Gate 15, TX, 75261, (972) 574-2080
Michael LaFerney	Dallas Forth Worth	TX	Shop 620, DFW Airport - Gate C, 3200 E. Airport Dr., Term. C - Gate 16, TX, 75261, (972) 574-6379
Mehmood (Mike) Ali	Fort Worth	TX	Shop 727, Ridgmar Mall - Shop 727, 2156 Green Oaks Road, TX, 76116, (817) 763-8833
Ramzan (Al) Farishta	Fort Worth	TX	Shop 727, Ridgmar Mall - Shop 727, 2156 Green Oaks Road, TX, 76116, (817) 763-8833
Host Marriott Servic	Grapevine	TX	Shop 661, Grapevine Mills - Shop 661, 3000 Grapevine Mills Prkwy - Spc K, TX, 76051, (972) 724-6701
Opryland Hotel-Texas Limited Partnership	Grapevine	TX	Shop 988, Texas - Texan (Gaylord), 1501 Gaylord Trail, TX, 76051, (817) 778-1000
Frank Manella	Houston	TX	Shop 704, Houston Galleria, Houston Galleria, 5015 Westheimer Road#1397, TX, 77056, (713) 871-8303
Larry Crowley	Houston	TX	Shop 704, Houston Galleria, Houston Galleria, 5015 Westheimer Road#1397, TX, 77056, (713) 871-8303
Lillian Manella	Houston	TX	Shop 704, Houston Galleria, Houston Galleria, 5015 Westheimer Road#1397, TX, 77056, (713) 871-8303
Larry Crowley	Plano	TX	Shop 785, The Shops at Willow Bend, 6121 West Park Blvd., #A127, TX, 75093, (469) 366-1038
Ron Fleisher	San Antonio	TX	Shop 550, Alamo-Menger Hotel, Alamo Plaza, Suite 214, TX, 78205, (210) 226-2266
Ron Fleisher	San Antonio	TX	Shop 800, Riverwalk - San Antonio, 207 Losoya Street, TX, 78205, (210) 226-2006
Ron Fleisher	San Antonio	TX	Shop 857, North Star Mall, 7400 San Pedro, TX, 78216, (210) 341-2006
Jose Alvarado	Salt Lake City	UT	Shop 998, Gateway - Shop 998, 175 Rio Grande, UT, 84101, (801) 456-2333
Kevin Reber	Salt Lake City	UT	Shop 998, Gateway - Shop 998, 175 Rio Grande, UT, 84101, (801) 456-2333
Francine Siegel	Arlington	VA	Shop 508, Fashion Centre at Pentagon City - Shop 508, 1100 South Hayes Street, VA, 22202, (703) 415-5540
Jerry Siegel	Arlington	VA	Shop 508, Fashion Centre at Pentagon City - Shop 508, 1100 South Hayes Street, VA, 22202, (703) 415-5540
John Hughes	Arlington	VA	Shop 508, Fashion Centre at Pentagon City - Shop 508, 1100 South Hayes Street, VA, 22202, (703) 415-5540
Thomas Hughes	Arlington	VA	Shop 508, Fashion Centre at Pentagon City - Shop 508, 1100 South Hayes Street, VA, 22202, (703) 415-5540
Joseph Kakish	Glen Allen	VA	Shop 830, Glen Allen - Shop 830, 10871 West Broad Street, VA, 23060, (804) 967-2252
Lior Zait	Hampton	VA	Shop 902, Hampton, 92 Coliseum Crossing, Space #39, VA, 23666, (757) 325-2440
Prosper Sibony	Hampton	VA	Shop 902, Hampton, 92 Coliseum Crossing, Space #39, VA, 23666, (757) 325-2440
Yaron Sibony	Hampton	VA	Shop 902, Hampton, 92 Coliseum Crossing, Space #39, VA, 23666, (757) 325-2440
Willy Ng	McLean	VA	Shop 605, Tyson's Corner, Tysons Corner, Space H-2AU, VA, 22102, (703) 883-2090
William Fleming	Midlothian	VA	Shop 925, Shoppes at Bellgrade - Shop 925, 11400 Huguenot Road, #116, VA, 23113, (804) 378-0015

Lior Zait	Newport News	VA	Shop 883, Newport News, 12551 Jefferson Ave. Suite 225, VA, 23602, (757) 283-6957
Prosper Sibony	Newport News	VA	Shop 883, Newport News, 12551 Jefferson Ave. Suite 225, VA, 23602, (757) 283-6957
Yaron Sibony	Newport News	VA	Shop 883, Newport News, 12551 Jefferson Ave. Suite 225, VA, 23602, (757) 283-6957
Frank R. Bonanno	Prince William	VA	Shop 522, Potomac Mills Mall - Shop 522, 2700 Potomac Mills Circle, VA, 22192, (703) 491-0095
Vincent A. Bonomo	Prince William	VA	Shop 522, Potomac Mills Mall - Shop 522, 2700 Potomac Mills Circle, VA, 22192, (703) 491-0095
Joseph Kakish	Richmond	VA	Shop 772, Chesterfield Towne Center - Shop 772, 11500 Midlothian Turnpike, VA, 23235, (804) 423-6601
Joseph Kakish	Richmond	VA	Shop 843, Stony Point Fashion Park - Shop 843, 9200 Stony Point Parkway, VA, 23235, (804) 320-3800
Avraham Sibony	Virginia Beach	VA	Shop 676, 21st Street VA Beach, Unite 103B, VA, 23451, (757) 491-7748
David Sibony	Virginia Beach	VA	Shop 676, 21st Street VA Beach, Unite 103B, VA, 23451, (757) 491-7748
Lior Zait	Virginia Beach	VA	Shop 676, 21st Street VA Beach, Unite 103B, VA, 23451, (757) 491-7748
Prosper Sibony	Virginia Beach	VA	Shop 676, 21st Street VA Beach, Unite 103B, VA, 23451, (757) 491-7748
W.45th St. Op., Inc.	Virginia Beach	VA	Shop 676, 21st Street VA Beach, Unite 103B, VA, 23451, (757) 491-7748
Yaron Sibony	Virginia Beach	VA	Shop 676, 21st Street VA Beach, Unite 103B, VA, 23451, (757) 491-7748
Lior Zait	Virginia Beach	VA	Shop 787, 7th Street VA Beach, SWC 600 Atlantic Ave @ 7th Street, VA, 23451-3524, (757) 422-1119
Yaron Sibony	Virginia Beach	VA	Shop 787, 7th Street VA Beach, SWC 600 Atlantic Ave @ 7th Street, VA, 23451-3524, (757) 422-1119
Lior Zait	Virginia Beach	VA	Shop 854, 33rd Street VA Beach, 3300 Atlantic Avenue, VA, 23451, (757) 422-6007
Prosper Sibony	Virginia Beach	VA	Shop 854, 33rd Street VA Beach, 3300 Atlantic Avenue, VA, 23451, (757) 422-6007
Yaron Sibony	Virginia Beach	VA	Shop 854, 33rd Street VA Beach, 3300 Atlantic Avenue, VA, 23451, (757) 422-6007
Lior Zait	Virginia Beach	VA	Shop 892, Hilton VA Beach, 3300 Atlantic Avenue, VA, 23451, (757) 201-7226
Prosper Sibony	Virginia Beach	VA	Shop 892, Hilton VA Beach, 3300 Atlantic Avenue, VA, 23451, (757) 201-7226
Yaron Sibony	Virginia Beach	VA	Shop 892, Hilton VA Beach, 3300 Atlantic Avenue, VA, 23451, (757) 201-7226
Sam Wallace	Williamsburg	VA	Shop 780, Williamsburg, 1656 Richmond Road, VA, 23185, (757) 564-5990
Williamsburg Souvenir Company	Williamsburg	VA	Shop 780, Williamsburg, 1656 Richmond Road, VA, 23185, (757) 564-5990
Lois Kwang-mie Han	Seattle	WA	Shop 175, Seattle - Shop 175, 4301 University Way NE, WA, 98105, (206) 632-0243
Youngja Han	Seattle	WA	Shop 175, Seattle - Shop 175, 4301 University Way NE, WA, 98105, (206) 632-0243
Kris Shean	Jackson	WY	Shop 576, Jackson Hole, 90 East Broadway, WY, 83001, (307) 739-1880
Barbara Shean	Jackson	WY	Shop 576, Jackson Hole, 90 East Broadway, WY, 83001, (307) 739-1880
Peter Shean	Jackson	WY	Shop 576, Jackson Hole, 90 East Broadway, WY, 83001, (307) 739-1880

The following list contains the names and last known home addresses and telephone numbers of every franchisee who has had an outlet terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year, or who have not communicated with us during the 10 weeks prior to the application date.

AZ	Tucson	Shop 767	Brandon Bear	1035 W. Bosal Dr., Gilbert, AZ 85233	480.507.2307
		Shop 842	Brandon Bear	1035 W. Bosal Dr., Gilbert, AZ 85233	480.507.2307
		Shop 867	Brandon Bear	1035 W. Bosal Dr., Gilbert, AZ 85233	480.507.2307
CA	Camarillo	Shop 738	David Delrahim	4242 Vicasa Dr., Calabasas, CA 91302	818.223.9922
		Shop 732	Cuc Nguyen	2636 Woodbury Dr., Torrance, CA 90503	310.328.5553
	Palo Alto	Shop 186	Koog Kang	7497 Denison Place, Castro Valley, CA 94552	510.537.9556
			Myong Kang	7497 Denison Place, Castro Valley, CA 94552	510.537.9556
	Roseville	Shop 873	Stephen Chan	1425 Oak Hill Way, Roseville, CA 95661	916.791.2736
			Noel Carreon	1425 Oak Hill Way, Roseville, CA 95661	916.791.2736
Shop 873.1		Stephen Chan	1425 Oak Hill Way, Roseville, CA 95661	916.791.2736	
Simi Valley	Shop 852	Noel Carreon	1425 Oak Hill Way, Roseville, CA 95661	916.791.2736	
		Khadija Manji	2347 Valley Terrace Dr., Simi Valley, CA 93065	805.579.7366	
		Abdul Manji	2347 Valley Terrace Dr., Simi Valley, CA 93065	805.579.7366	
CO	Vail	Shop 601	Ric Almas	17241 SW 87th Court, Miami, FL 33157	305.233.2163
CT	Trumbull	Shop 501	Ahmed Ismail	6120 Grand Central Parkway, Unit B1003, Forest Hills, NY 11375	718.595.0704
		Shop 435	Ahmed Ismail	6120 Grand Central Parkway, Unit B1003, Forest Hills, NY 11375	718.595.0704
FL	Stuart	Shop 404	Angelo Dolica	1998 NE San Carlos Calle, Jensen Beach, FL 34957	772.334.4878
		Shop 541.1	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
	Sunrise	Shop 541.2	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
		Shop 849	John J. Galgano	3605 S. Ocean Blvd., #217C, Palm Beach, FL 33480	561.586.6025
	Tallahassee		Michael J. Patterson	931 Lakewood Court, Weston, FL 33326	954.349.7343
			Donna F. Ratcher	3605 S. Ocean Blvd., #217C, Palm Beach, FL 33480	561.586.6025
		Shop 855	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
	Tampa	Shop 855	Larry Crowley	1415 Corey Way South, So. Pasadena, FL 33707	727.384.8003
Peter Fisichella			28 Weston Street, Huntington, NY 11746	631.427.4309	
The Villages	Shop 888	Sunil Shah	1045 Thistle Creek Ct., Weston, FL 33327	954.659.8685	
	Shop 844	Neeta Shah	1045 Thistle Creek Ct., Weston, FL 33327	954.659.8685	
Weston	Shop 844	Kathryn Thanas	1040 N. Lakeshore Dr., Chicago, IL 60611	312.382.0707	
		James Yockey	509 N. Lewis Street, Ludington, MI 49431	231.843.3551	
IL	Chicago	Shop 742	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
		Shop 788	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
MI	Novi	Shop 822	Lillian Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
		Shop 782	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
NC	Charlotte	Shop 759	Larry Crowley	1415 Corey Way South, So. Pasadena, FL 33707	727.384.8003
		Shop 782	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
Durham	Shop 782	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049	
		Lillian Manella	755 Island Way, Clearwater, FL 33767	727.461.7049	
Raleigh	Shop 759	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049	
		Larry Crowley	1415 Corey Way South, So. Pasadena, FL 33707	727.384.8003	
NJ	Rockaway	Shop 795	Humberto Man-Pedercini	5 Huerner Lane, Chester, NJ 07930	908.879.0149
			Agustin Quirch	73 Elm Street, Florham Park, NJ 07932	973.765.9633
Westfield	Shop 207	Chui Sung Oh	54 Sunrise Dr., Gillette, NJ 7933	908.647.1882	
		Hyo Sook Oh	54 Sunrise Dr., Gillette, NJ 7933	908.647.1882	
NV	Las Vegas	Shop 401	Lina Carroll	3730 White Carnation Street, Las Vegas, NV 89147	702.222.3707
			Terence Carroll	5248 Blanton Dr., Las Vegas, NV 89122	702.458.6110
	Shop 615	Frank R. Bonanno	405 Pinnacle Heights Lane, Las Vegas, NV 89144	702.433.7787	
		Vincent A. Bonomo	400 E. 56th Street, #38G, New York, NY 10022	212.753.5022	
Shop 632	Vincent A. Bonomo	400 E. 56th Street, #38G, New York, NY 10022	212.753.5022		

NY	Cedarhurst	Shop 101	Rickey A. Levine	23 Valley Lane West, North Woodmere, NY 11581	516.791.8159
	Great Neck	Shop 102	Daniel Hsiao	18 Eakins Road, Manhasset, NY 11030	516.627.0617
	Huntington	Shop 193	Joong Hun Park	1993 Henry Street, Bellmore, NY 11710	516.382.2463
			Douglas Park	21 Dearborn Dr., Holmdel, NJ 7733	732.203.0737
	New York	Shop 109	Mark Young	345 West 85th Street, Apt. #43, New York, NY 10024	212.580.3343
		Shop 110	Carole Nagar	1361 Kew Avenue, Hewlett, NY 11557	516.295.2248
			Shimon Nagar	1361 Kew Avenue, Hewlett, NY 11557	516.295.2248
		Shop 536	Padma Edirisinghe	150 North Street, Apt. #6, Jersey City, NJ 7307	201.659.8209
	Southampton	Shop 356	Jill A. Feldman	194 Montauk Highway, Southampton, NY 11968	516.978.5285
			Yehuda Amar	916 Stanton Avenue, Baldwin, NY 11510	516.379.2324
	White Plains	Shop 358	Kathleen Gikher	1694 East 21 Street, Brooklyn, NY 11210	718.382.0505
			Bension Shalamov	1694 East 21 Street, Brooklyn, NY 11210	718.382.0505
	Whitestone	Shop 773	Lorenzo Magliulo	158-35 82nd Street, Howard Beach, NY 11414	718.813.0470
			Milo II Associates, Inc.	158-35 82nd Street, Howard Beach, NY 11414	718.813.0470
OH	Beavercreek	Shop 587	Mayer Glimcher	2794 Fair Avenue, Columbus, OH 43209	614.235.1687
	Cleveland	Shop 874.1	John Boswell	21307 Briar Bush Lane, Strongsville, OH 44149	440.572.0668
			Sharon Boswell	21307 Briar Bush Lane, Strongsville, OH 44149	440.572.0668
	Dayton	Shop 671	Steve Glimcher	143 Misty Oak Place, Gahanna, OH 43230	614.471.9933
			Mayer Glimcher	2794 Fair Avenue, Columbus, OH 43209	614.235.1687
	Lyndhurst	Shop 874	John Boswell	21307 Briar Bush Lane, Strongsville, OH 44149	440.572.0668
			Sharon Boswell	21307 Briar Bush Lane, Strongsville, OH 44149	440.572.0668
SC	Myrtle Beach	Shop 755	Ocean Blvd Ice Cream, Inc.	8E 41st Street, #6, New York City, NY 10017	212.481.8299
TX	Plano	Shop 785	Frank Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
			Lillian Manella	755 Island Way, Clearwater, FL 33767	727.461.7049
VA	Glen Allen	Shop 830	Abdelaziz Amro	3004 Huntwick Court, Richmond, VA 23233	804.360.0028
	Norfolk	Shop 679	Yaron Sibony	1501 Horse Point Court, Virginia Beach, VA 23454	757.496.5022
			Prosper Sibony	1612 Presidential Way, North Miami, FL 33179	305.466.0834
			David Sibony	21399 Marina Cove Circle, Aventura, FL 33180	410.213.0995
			Lior Zait	1407 W. Ocean View Avenue, Apt. A, Norfolk, VA 23503-1041	757.287.9740
			Avraham Sibony	1566 Teal Dr., Ocean City, MD 21842	410.289.0122
	Richmond	Shop 772	Abdelaziz Amro	3004 Huntwick Court, Richmond, VA 23233	804.360.0028
		Shop 843	Abdelaziz Amro	3004 Huntwick Court, Richmond, VA 23233	804.360.0028
WA	Seattle	Shop 175	Moon Oh	17322 34th Place W., Lynnwood, WA 98037	425.745.5540

Item 21. FINANCIAL STATEMENTS

On January 17, 2006, Dreyer's Grand Ice Cream Holdings, Inc. ("Dreyer's Holdings") became an indirect wholly-owned subsidiary of Nestlé S.A. (the "Nestlé Transaction"), headquartered in Vevey, Switzerland, and therefore the indirect sole shareholder of Dreyer's Grand Ice Cream, Inc., ("Dreyer's") and Shoppe Company. As a result of the Nestlé Transaction, shares of Dreyer's Holdings are no longer publicly traded, and Dreyer's Holdings will no longer have an audited financial statement. From February 17, 2004, when Shoppe Company was acquired by Dreyer's (See Item 1), until the issuance of this offering circular dated April 1, 2006, Shoppe Company relied on the financial statements of Dreyer's Holdings, along with a guaranty of performance by Dreyer's Holdings. Beginning with the issuance of its offering circular dated April 1, 2006, Shoppe Company began including its own financial statements, which are attached as Exhibit A, and which reflect the period between February 17, 2004, which Shoppe Company was acquired by Dreyer's, and December 30, 2006, when Shoppe Company's most recent full fiscal year ended.

Item 22. CONTRACTS

We have attached the contracts we anticipate requiring you to sign, as Exhibits to this Offering Circular, including the Franchise Agreement.

Exhibit B: Franchise Agreement

Exhibit C: Satellite Agreement

Exhibit D: Franchise Addendum for certain Franchisees Entering into a successive term Franchise Agreement and Electing the franchise agreement modifications in the Franchise Addendum.

Exhibit E: Häagen-Dazs Shop Development Incentive Agreement

Exhibit F: Häagen-Dazs Select Agreement

Exhibit G: Häagen-Dazs Shop Area Development Agreement