



FRANCHISE DISCLOSURE DOCUMENT

Whitman Holding Enterprises, Inc.

An Ohio Corporation

119 Derwyn Dell Way

Granville, Ohio 43023

(740) 587-3773

www.whitscustard.com

whitsfrozenscustard@gmail.com

Brief Description of the Franchised Business: The franchisee will receive a franchise to own and operate a Whit's Frozen Custard store, offering a menu of food and beverage items centered around creamy gourmet frozen custard products, for an initial term of 5 years with the right, upon payment of a renewal fee and compliance with other conditions, to renew for up to two additional 5 year renewal terms.

The total investment necessary to begin operation of a Whit's Frozen Custard store franchise is \$121,300 to \$206,700. This includes an initial franchise fee of \$25,000 that must be paid to the franchisor.

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

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

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

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

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STATE COVER PAGE

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

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

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

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

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN OHIO. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN OHIO THAN IN YOUR HOME STATE.

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

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: April 30, 2013

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2. BUSINESS EXPERIENCE.....	2
3. LITIGATION.....	3
4. BANKRUPTCY.....	3
5. INITIAL FEES.....	3
6. OTHER FEES	4
7. ESTIMATED INITIAL INVESTMENT	8
8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	12
9. FRANCHISEE’S OBLIGATIONS.....	14
10. FINANCING.....	21
11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	22
12. TERRITORY	31
13. TRADEMARKS	32
14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	34
15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	35
16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	36
17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	37
18. PUBLIC FIGURES	47
19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	47
20. OUTLETS AND FRANCHISEE INFORMATION.....	48
21. FINANCIAL STATEMENTS	51
22. CONTRACTS	52
23. RECEIPTS	52

EXHIBITS

- A. Financial Statements of Whitman Holding Enterprises, Inc.
- B. Whit’s Frozen Custard Franchise Agreement
- C. Delivery Addendum to Whit’s Frozen Custard Franchise Agreement
- D. Catering Services Addendum to Whit’s Frozen Custard Franchise Agreement
- E. Joint and Several Unconditional Guaranty
- F. Option to Purchase Agreement
- G. Non-Disclosure Agreements
- H. Whit’s Frozen Custard Store Web Site Listing Agreement
- I. Whit’s Frozen Custard Franchisees
- J. Company-Owned Whit’s Frozen Custard Stores
- K. State Administrators
- L. Agents for Service of Process
- M. General Release of All Claims

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