

FRANCHISE DISCLOSURE DOCUMENT

SJB BRANDS, LLC

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We offer franchise opportunities to own and operate one or more authentic juice bars serving fresh-juices, cold-pressed bottled juices, smoothies, acai and pitaya bowls, and other snacks to an increasingly health-conscious world.

We offer two franchise programs:

The first franchise program is for a single **JUICE IT UP!®** Unit. The estimated initial investment to begin operation of a **JUICE IT UP!®** Unit is between approximately \$247,100 and \$542,400 without a drive-thru and \$282,100 and \$660,400 with a drive-through as described at Item 7. These amounts include an initial franchise fee of \$20,000 for a University Non-Traditional Unit and between \$23,750 to \$33,750 for a Traditional Unit or a Non-Traditional Unit other than a University Unit which must be paid to us. These sums do not represent your total investment in the **JUICE IT UP!®** Unit.

The second franchise program is for multi-unit development of a minimum of three **JUICE IT UP!®** Units, within a defined area pursuant to an Area Development Agreement. The initial franchise fee is \$30,000 for the first full-sized Traditional Unit or Non-Traditional Unit, \$25,000 for the second full-sized Traditional Unit or Non-Traditional Unit, and \$20,000 for the third and all subsequent full-sized Traditional Units or Non-Traditional Units opened under an Area Development Agreement. The initial franchise fee is \$20,000 for each University Unit opened under an Area Development Agreement. There is a non-refundable initial area development fee equal to one half of the total initial franchise fees for the total number of **JUICE IT UP!®** Units you purchase. We will credit this area development fee toward the initial franchise fee due under each Franchise Agreement at a maximum rate of one half of the initial franchise fee owed for each **JUICE IT UP!®** Unit until the entire area development fee has been credited. The balance remaining on the initial franchise fee for each **JUICE IT UP!®** Unit is paid when you sign each Franchise Agreement. The initial investment range to begin operation under an Area Development Agreement is estimated at approximately \$267,100 and \$562,400 without a drive-thru and \$302,100 and \$680,400 with a drive-through, which includes the establishment of the first of three **JUICE IT UP!®** Units only, and not all costs relating to the establishment of all three **JUICE IT UP!®** Units as this is an “initial investment” figure not a full build-out figure. These amounts include between \$43,750 and \$68,750 which must be paid to us. Your estimated initial investment to establish and begin operation of more than three **JUICE IT UP!®** Units can be calculated using the figures provided in Item 7.

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.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Susan Taylor at 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660 or call (949) 475-0146, ext. 224.

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 an attorney 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.

Date of Issuance: March 22, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits D-1 and D-2.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only JUICE IT UP!® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a JUICE IT UP!® business franchisee?	Item 20 or Exhibits D-1 and D-2 list current and former franchisees. You

	can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with us by arbitration or litigation in Orange County, California. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with us in California than in your own state.
2. **Spousal Guarantee.** Your spouse must sign a document that makes your spouse liable for the financial obligations under the Franchise Agreement even though your spouse may not have an ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Trademarks.** Two of the primary trademarks that you will use in your business are not federally registered. If the franchisor's right to use these trademarks in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
5. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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EXHIBITS:

- A. State Administrators and Agents for Service of Process
- B. Financial Statements
- C-1. Franchise Agreement With Attachments:
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 - 2. Electronic Funds Transfer Agreement
 - 3. Collateral Assignment of Lease
 - 4. Conditional Assignment of Telephone Numbers
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 - 7. Terms of Use – Juice Net Website
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- D-1. Roster of Franchisees
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- E. Asset Purchase Agreement Attachments:
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JUICE IT UP!® FRANCHISE DISCLOSURE DOCUMENT

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The purpose of this disclosure document is to familiarize you with important legal and business aspects of our franchise company, SJB Brands, LLC, and the franchise programs we offer. To simplify the language, we refer to SJB Brands, LLC, as “we,” “us,” and “our,” and the person or company to whom we grant a franchise as “you” and “your.”

The words “you” and “your” do not include the owners of any franchisee business entity; these owners are described as “Related Parties.” “Affiliate” means a company controlled by, controlling, or under common control with either you or us as the context may indicate. For purposes of this Item 1 only, “Affiliate” further means that the company to which it refers offers franchises in any line of business or provides products or services to our franchisees.

We organized in Delaware as SJB Brands, LLC, a limited liability company, on January 2, 2018. Our principal business office is located at 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660. The name and address of our agent for service of process in this state is stated in Exhibit A to this disclosure document.

Our predecessor is LLJ Franchise, LLC (“LLJ”). LLJ’s principal business address is 17915 Sky Park Circle, Suite J, Irvine, California 92614. LLJ offered franchises for **JUICE IT UP!®** Units from May 2010 to February 6, 2018, the date when we acquired all of LLJ’s assets under an Asset Purchase Agreement (the “Transaction”). LLJ never operated a **JUICE IT UP!®** Unit and never offered franchises in any other line of business.

LLJ’s predecessor was Balboa Brands, Inc. (“BBI”), having served as the franchisor of (but never having offered franchises for) **JUICE IT UP!®** Units from December 2009 to March 2010, and BBI’s predecessor was Juice It Up Franchise Corporation (“JFC”), having served as the franchisor of (and actually having offered franchises for) **JUICE IT UP!®** Units from 1998 through 2009. JFC was dissolved in 2009. BBI’s and JFC’s principal business addresses are/were 17915 Sky Park Circle, Suite J, Irvine, California 92614. BBI (itself or through a predecessor) operated **JUICE IT UP!®** Units from March 1995 to February 2018. Neither BBI nor JFC ever offered franchises in any other line of business.

When the Transaction closed, we became the wholly owned subsidiary of Juice It Up Holdings, LLC (“Juice It Up Holdings”). Juice It Up Holdings’ principal business address is the same as ours.

Through common control with Juice It Up Holdings investors, Chris L. Britt and Edmond F. St. Geme, we are affiliated with Mountain Mike’s Pizza, LLC (“MMP”), the franchisor of Mountain Mike’s Pizza restaurants. Mountain Mike’s Pizza restaurants feature pizza and other food products. MMP has been offering franchises for Mountain Mike’s Pizza restaurants and for Mountain Mike’s development agent businesses since April 2017. As of December 31, 2023, there were 279 franchised Mountain Mike’s Pizza restaurants in operation in the United States and four franchised Mountain Mike’s development agent businesses in the United States. MMP has never offered franchises in any other line of business. MMP’s principal business address is 26 Corporate Plaza, Suite 180, Newport Beach, CA 92660.

Other than MMP, we do not have any Affiliates that either offer franchises in any line of business or provide products or services to our franchisees.

Our Affiliate, SJB Brands Development, LLC (“**SJBBD**”), currently owns and operates one **JUICE IT UP!®** Unit located at 283 East 17th Street, Suite C, Costa Mesa, CA 92627.

Except for SJBBD, none of our Affiliates have operated businesses similar to the **JUICE IT UP!®** Unit you will operate under the Franchise Agreement.

We offer franchises for **JUICE IT UP!®** Units under this disclosure document. We have operated **JUICE IT UP!®** Units since August 2020. We have never offered franchises in any other line of business.

The Franchise Agreement grants the right to operate an authentic California juice bar featuring fresh raw fruit and vegetable juices, handcrafted real fruit and vegetable smoothies and smoothie bowls, superfruit bowls made with açai and dragon fruit, as well as other approved beverages and snacks for the health-conscious consumer, including vegan, vegetarian, dairy-free and gluten-free options (each a “**JUICE IT UP!®** Unit” or “Unit”).

The fresh raw juices are made from fresh fruit and vegetables, including wheatgrass, kale, spinach, celery, cucumber, carrots, lemon, ginger and other micronutrient-rich fruits and vegetables. The smoothies are made from fresh fruit, fresh frozen fruit (individually quick frozen “IQF”), non-fat hard-pack yogurt, sherbets, fresh and/or exotic bottled juices. Branded vitamin powders and nutritional supplements can be added to our beverages.

You must sign a Franchise Agreement (Exhibit C-1) to operate a **JUICE IT UP!®** Unit (the “Unit”) at an Accepted Location. **JUICE IT UP!®** Units operate using our proprietary business methods, technical knowledge and marketing concepts (the “System”) as well as our trademarks, service marks and other commercial symbols now and/or in the future owned by (or licensed to) us to identify the services and/or products offered by **JUICE IT UP!®** Units, including (but not limited to) “**JUICE IT UP!®**” (the “Marks”).

Under the Area Development Agreement, we assign a defined area within which you must develop and operate a specified number of **JUICE IT UP!®** Units within a specified period of time. You will execute our then-current version of Franchise Agreement for each Unit identified on your Development Schedule.

The general market for **JUICE IT UP!®** products includes primarily health-conscious people between the ages of 20 and 45 with an annual household income of over \$60,000. The market also includes elementary, high school, and college students. Although the smoothie has been around for over 50 years, its popularity began to grow rapidly in 1994. Fresh raw juices have become more mainstream making **JUICE IT UP!®** products “lifestyle” products which consumers demand and frequently purchase. These products fit into their daily life and enhance who they are or their perception of themselves. These products integrate into their daily hobbies, activities, goals or vision for their self-identity. The business is seasonal, with higher sales during warmer times of year.

JUICE IT UP!® Units are regulated by state and local health and agricultural agencies, as well as requirements applicable to all food service establishments.

You will compete with other juice bar and smoothie chains including other franchise systems. Additional competition will come from grocery chains that offer juice bars, traditional quick service restaurants, well-known fast-food chains and franchises offering pre-packaged smoothies or soft serve desserts as well as by smaller “mom & pop” food service concepts that offer a limited selection of smoothies, juices or frozen desserts.

ITEM 2

BUSINESS EXPERIENCE

Susan Taylor – Chief Executive Officer and President

Susan Taylor has been our Chief Executive Officer and President, based in Newport Beach, California, since August 2020. From September 2019 to August 2020, she was our Vice President of Franchise Operations. From May 2018 to August 2019, she was the Director of Operations for Sharky's in Westlake Village, California. From March 2004 to April 2018, she was Senior Director of Operations for Jamba Juice in Emeryville, California.

Melissa Aills – Vice President of Supply Chain

Melissa Aills has been our Vice President of Supply Chain, based in Newport Beach, California, since November 2019. From the closing of the Transaction in February 2018 to November 2019, she was our Vice President of Procurement, based in Irvine, California. From December 2009 to February 2018, she was employed by BBI in Irvine, California, as the Vice President of Procurement from November 2015 to February 2018.

Natalie Eaglin – Vice President of Marketing

Natalie Eaglin has been our Vice President of Marketing, based in Newport Beach, California, since August 2020. From September 2019 to July 2020, she was our Director of Marketing. From January 2013 to April 2019, she served in various roles for California Pizza Kitchen in Playa Vista, California, including (i) Director of Marketing: Beverage from January 2017 to April 2019, and (ii) as Senior Manager, Marketing: Beverage from January 2013 to December 2016.

Jon Wede – Director of Construction

Jon Wede has been our Director of Construction, based in Newport Beach, California, since the Transaction closed in February 2018. From August 2016 to February 2018 he was employed by BBI as its Director of Construction in Irvine, California.

Chris L. Britt – Co-Chairman and Chief Financial Officer

Mr. Britt has been our Co-Chairman and Chief Financial Officer since the Transaction closed in February 2018. Mr. Britt has also been a Co-Chief Executive Officer of MMP from April 2017 to February 2024, a Director of MMP since April 2017, and a Co-Chairman of MMP since February 2024. Mr. Britt has also been the Managing Member of Britt Private Capital, LLC since April 2017 and a Managing Partner of Marwit Capital, Marwit Investment Management, LLC and related entities since 1994. All positions are based in Newport Beach California.

Edmond F. St. Geme – Co-Chairman and Treasurer

Mr. St. Geme has been our Co-Chairman and Treasurer since the Transaction closed in February 2018. Mr. St. Geme has also been a Co-Chief Executive Officer of MMP from April 2017 to February 2024, a Director of MMP since April 2017, and a Co-Chairman of MMP since February 2024. Mr. St. Geme has been the Managing Member of Jupiter B-III LLC since May 2019, the Managing Member of

Jupiter B-IV LLC since November 2021, and the Managing Member of Jupiter Holdings LLC since October 1997. All positions are based in Newport Beach, California.

Carlo Verdugo – Vice President of Franchise Development

Mr. Verdugo has been our Vice President of Franchise Development, based in Newport Beach, California, since January 2024. From January 2022 to December 2023, Mr. Verdugo was our Vice President of Operations and Business Development. From August 2020 to January 2022, Mr. Verdugo was our Director of Operations and Business Development. From December 2019 to July 2020, he was District Manager for Extra Space Storage based out of Sacramento, California. From July 2017 to November 2019, he was Senior Director of Corporate Sales for In-Shape Health Clubs, based out of Stockton, California.

Alexander Arlow – Director Operations Services

Mr. Arlow has been our Director Operations Services since October 2021, based out of Newport Beach, California. He has also been a Franchise Business Consultant for us since January 2018. From November 2020 to October 2021, he was our Senior Manager Operations Services. From February 2015 to January 2018, he was our Senior Operations Manager.

Amanda Adkins- Director Of Franchise Operations

Ms. Adkins has been our Director of Franchise Operations since January 2024 in Newport Beach, California. From June 2021 to December 2023, she was our Franchise Business Consultant and from March 2020 to June 2021, she was our Senior General Manager. From October 2018 to March 2021, she was Boutique Manager at Godiva in Costa Mesa, California.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fee

The initial franchise fee is due in a lump sum at the time you sign the Franchise Agreement for your **JUICE IT UP!®** Unit. It is payable to us in cash or other immediately accessible funds, such as cashier's check or wire transfer. The initial franchise fee for a full-sized, Traditional **JUICE IT UP!®** Unit you purchase is \$30,000. The initial franchise fee for a Non-Traditional Unit, other than a University Unit, is \$30,000. The initial franchise fee for a University Unit is \$20,000.

A “**Traditional JUICE IT UP!® Unit**” or “**Traditional Unit**” means a full-size, “brick and mortar” physical location and Unit other than a Non-Traditional Unit. A “**Non-Traditional Unit**” means a

location or Unit located within another primary business or in conjunction with other businesses or at institutional settings, including, toll roads, hotels and motels, casinos, airports, sports arena, stadiums, train stations, theme parks, military and other governmental facilities, movie theaters, hospitals, grocery stores, supermarkets, convenience stores, schools, college and university campus, piers, gyms, offices or in-plant food service facilities, kiosks, food trucks or units in shopping mall food courts operated by a master concessionaire, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider. A “**University Unit**” means a Non-Traditional Unit located within a college or university campus.

If you are an existing franchisee in good standing, are not currently in default of any agreement with us, and are current on all payments owed to us, we may approve you to develop additional Units and will offer you a reduced Initial Franchise Fee equal to \$25,000 for a full-sized, Traditional Unit or a Non-Traditional Unit.

If you are opening a minimum of three Units (other than University Units) under an Area Development Agreement, the initial franchise fee is \$30,000 for the first Unit you purchase, \$25,000 for the second Unit you purchase, and \$20,000 for the third and any such subsequent Units. The initial franchise fee is \$20,000 for each University Unit opened under an Area Development Agreement. One half of the initial franchise fee for each **JUICE IT UP!®** Unit you are obligated to open under an Area Development Agreement will be paid as an area development fee when you sign the Area Development Agreement. The balance remaining on the initial franchise fee for each Unit is paid when you sign each Franchise Agreement. The initial franchise fee is non-refundable.

If you are purchasing a **JUICE IT UP!®** Unit that is owned by us or an Affiliate of ours, then in addition to signing the Franchising Agreement and paying the initial franchise fee described above, you must sign an Asset Purchase Agreement with us or our Affiliate as well as an arrangement for transfer or assumption of a lease (Exhibit E and Attachment 3 to the Franchise Agreement); other negotiations may also be necessary depending on the circumstances.

Initial franchise fees are currently uniformly imposed.

Incentive Program for Qualified Veterans

We offer a \$10,000 reduction off of the initial franchise fee for qualified Veterans of the U.S. Armed Forces related to each Unit purchased. This program cannot be used in connection with any other discount programs, i.e., your initial franchisee fee in these cases for a Traditional Unit and Non-Traditional Unit will be no less than the discounted \$20,000 fee for each Franchise Agreement as described in this Section above. In order to qualify, you must, among other business requirements, have received an Honorable Discharge and at all times, must own the franchise and/or the franchise business entity. You must advise us of your Veteran status (and provide evidence of qualification) before signing your Franchise Agreement.

Trade Area Activation Plan Deposit

Within the first 30-45 days after opening your Unit, you must implement a trade area activation plan which includes grand opening advertising and promotions (the “Trade Area Activation Plan”). We will collect a deposit in the amount of \$3,750 (50% of your required Trade Area Activation Plan spend) before you open your Unit. We will spend the Trade Area Activation Plan Deposit on your behalf as costs are incurred in connection with the Trade Area Activation Plan. .

Area Development Fees

When you sign the Area Development Agreement, you will pay us a lump sum in cash or other immediately accessible funds, an area development fee equal to one half of the total initial franchise fees for the total number of Units (minimum of three) on the Development Schedule. For Traditional Units and Non-Traditional Units, other than University Units, the initial franchise fee is \$30,000 for the first Unit, \$25,000 for the second Unit, and \$20,000 for the third and each subsequent Unit opened under the same Area Development Agreement. The initial franchise fee for each University Unit opened under an Area Development Agreement is \$20,000.

We will credit the development fees you pay toward each initial franchise fee due under each Franchise Agreement at a maximum rate of one half of the initial franchise fee owed for each Unit, until all development fees have been credited. The balance remaining on the initial franchise fee for each Unit is paid when you sign each Franchise Agreement. The area development fee is not refundable.

Except as described in the following sentence, area development fees are currently uniformly imposed. In 2023, we entered into Area Development Agreements under which we collected development fees of \$67,500.

ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalties	6% of Adjusted Gross Sales or \$200 per week, whichever is greater (see Note 2)	Weekly by electronic transfer, as discussed in the Electronic Funds Transfer Agreement (See Franchise Agreement Attachment 2) (see Note 3)	You pay Royalties for each full or partial week after you open your JUICE IT UP!® Unit, or 180 days after you sign a lease for the premises or take possession of the premises (if you own), whichever is earliest (the “Start Date”).
Advertising Fund	2% of Adjusted Gross Sales or \$65 per week, whichever is greater	Weekly by electronic transfer, as discussed in the Electronic Funds Transfer Agreement (See Franchise Agreement Attachment 2)	We may offer a reduced Advertising Fund payment for Non-Traditional Units.

Type of Fee	Amount	Due Date	Remarks
Local Store Marketing	1% of Adjusted Gross Sales	Monthly, with documentation of your compliance submitted to us on or before the 15th day of each calendar month	Any amounts paid for mandatory mail advertising contributions or contributed to a Co-op will be credited toward this requirement.
Regional Advertising Fund	As determined by each Regional Advertising Co-op; but not to exceed 1.5% of Adjusted Gross Sales	As determined by each Regional Advertising Co-op	You must contribute to the Regional Advertising Fund if/when established. You will have one vote for each Unit you own within a particular Advertising Region. Amounts you contribute to the Regional Advertising Fund will be credited toward your local store marketing requirements under Section 7.9 of your Franchise Agreement.
Additional Training Fee	\$100 per hour (or our then-current rates), plus our costs and expenses if we conduct a training program at your Unit	Before any additional training	You pay us this rate if additional training is required or requested (this is not for the Initial Training Program, which is included in your initial franchise fee for up to three people). You will also reimburse us for expenses incurred if any part of the additional training is provided at your Unit. Some examples of when additional training fees will be charged include: for anyone who does not successfully complete Initial Training; to train a replacement Designated Manager; or if you request additional training of any kind.
Audit	The cost of inspection or audit	Upon invoice	Due if our inspection, audit, review or examination reveals a royalty or advertising fee underpayment exceeding 3%.

Type of Fee	Amount	Due Date	Remarks
Relocation Fee	20% of our then-current initial franchise fee	Upon signing the Relocation Agreement or Franchise Agreement for your relocated Unit	If relocation takes place at the time of renewal, you only pay the Relocation Fee not the Renewal Fee. Then-current initial franchise fee is for a single Unit prior to offset by development fees, discounts or any other reductions.
Renewal Fee	25% of our then-current initial franchise fee	As billed before we grant consent	Then-current initial franchise fee is for a single Unit prior to offset by development fees, discounts or any other reductions.
Franchisee Mobile App	\$205 per month	Weekly by electronic transfer, as discussed in the Electronic Funds Transfer Agreement (See Franchise Agreement Attachment 2)	You must pay us the amount we designate for a local subpage for your JUICE IT UP!® Unit on https://www.juiceitup.com and on our mobile app
Technology Fees (see Note 4)	Between \$438 and \$563 per month	As incurred	Various technology-related fees are payable to vendors or us as detailed in Note 4 and Item 11.
Transfer Fee (see Note 4)	\$30,000 if the transferee is a new franchisee; \$15,000 if the transferee is an existing franchisee. If you have signed an Area Development Agreement, the transfer must be for all Units identified on your Development Schedule, and the Transfer Fee is \$20,000 for all Units	The Transfer Fee must be paid when we sign the Consent to Transfer Agreement	No transfers permitted within 12 months of signing the Franchise Agreement or any transfer event absent consent in urgent circumstances and payment of increased Transfer Fee of \$32,500 if the transferee is a new franchisee; \$17,500 if the transferee is an existing franchisee. No transfer fee if you are assigning your Franchise Agreement upon your death or to an entity 100% controlled by you, but you must reimburse us for all direct and indirect expenses we incur related

Type of Fee	Amount	Due Date	Remarks
			to the transfer, including attorney's fees.
Interest and Administrative Fees on Late Payments and Reports (see Note 6)	Interest at a rate of 1.5% per month (18% APR where allowed by law) on unpaid amounts plus \$50 Administrative Fee per occurrence (this amount will not exceed the maximum allowed by law)	Upon invoice	Assessed and begins accruing on the day the payment or report was due.
Conventions	Our then-current registration fee, up to \$500	Upon invoice	
Inspection Fee & Reimbursement	\$100 per hour (or our then-current rates), plus our costs and direct expenses in connection with any inspection of your Unit for which you receive a failing score	Upon demand	
Customer Complaint Reimbursements	Reimbursement of the amount we paid	Upon demand by electronic transfer, as discussed in the Electronic Funds Transfer Agreement (See Franchise Agreement Attachment 2)	You must handle customer complaints concerning your Unit. If we are contacted by a customer and determine, in our sole discretion, that we should act to allay concerns about your Unit, you will reimburse us for any gift cards or refunds given, or other amounts we incur.
Mandatory Non-Compliance Fee	\$500 for the first default, \$1,000 for the second default, and \$2,000 for the third and each subsequent default.	Upon Demand	This includes your non-compliance with the MANUAL, the Franchise Agreement, and/or any other agreement between you and us. This does not waive our right to terminate.
Indemnification	The amount of any expenses and/or liabilities of any kind arising from any act or omission of yours relating to your Unit other than operation of your Unit in full	Upon written request for indemnification	This includes our Customer Satisfaction Program, ethical business conduct and expenses from a Crisis Management Event (see Sections 7.2.8,

Type of Fee	Amount	Due Date	Remarks
	compliance with the Franchise Agreement.		7.2.12 and 7.7.1 of your Franchise Agreement).

1. All fees are non-refundable. Except as individually negotiated between us and a franchisee or except as otherwise expressly described in this disclosure document, we charge uniform fees for all franchises we currently offer. We can adjust any amount described in the Franchise Agreement as subject to inflation adjustment on an annual basis and in proportion to the changes in the Consumer Price Index (U.S. Average, all items) maintained by the U.S. Department of Labor (or any successor index) as compared to the previous year. If we make an adjustment, we will give you at least 30 days' advance notice.

2. "Adjusted Gross Sales" is defined in Section 3 of your Franchise Agreement as the total amount of money or other consideration you and your Related Parties receive for all goods sold and services rendered from the Accepted Location or in association with our Trade Name or Marks, of any kind whatsoever.

3. You must sign the form in Attachment 2 to your Franchise Agreement before you open your Unit, to establish an electronic funds transfer arrangement so we can debit your bank or other financial institution for the Royalty Fees, Advertising Fund, Interest on Late Payments, Administrative Fees on Late Payments and Reports and all other fees or payments due us or any of our Affiliates. It is a material breach of your Franchise Agreement to fail to implement or maintain this EFT system in accordance with our instructions.

4. As further described in Item 11, you will incur certain fees related to required technology and software subscriptions, which will include the following payments: (i) \$135 per month to Toast per POS machine installed and \$25 per Kiosk installed, (ii) \$20 per month to Valutec Card Solutions. for use of our gift card program, (iii) \$47.50 per week to us for our payment to Punchh, which charges a monthly fee of \$205, for your use of the Punchh mobile rewards program, (iv) \$36 per month to 7Shifts for restaurant scheduling software, and (v) between \$50 and \$150 per month to Olo for order ahead and pick-up software.

5. If you are a transferee, you must spend at least \$6,500 on re-opening promotion during the first 90 days after transfer to you. This informs the public of change of ownership.

6. Interest begins from the date of underpayment, and continues to accrue until paid.

ITEM 7

ESTIMATED INITIAL INVESTMENT

One JUICE IT UP!® Unit (Single Franchise Agreement) YOUR ESTIMATED INITIAL INVESTMENT¹

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low	High			
Initial Franchise Fee ²	\$20,000 (Incentive Program)	\$30,000	Single payment	Upon signing Franchise Agreement	Us
Real Estate ³	\$15,000	\$25,000	Deposit, plus 3 months' rent	At lease signing	Lessor

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low	High			
Architect and Blueprint Fees ⁴	\$11,000	\$15,000	As arranged	Before opening	Approved Architect
Building Permits	\$5,500	\$8,000	With applications	Before opening	Government Agencies
Tenant Improvements ⁵	\$80,000	\$250,000	As arranged	As arranged	Contractor
Signs & Menu Boards ⁶	\$4,200	\$10,000	As arranged	Before opening	Suppliers
New Store Opening Kits ⁷	\$300	\$600	Single Payment	4-6 weeks after opening of business	Us
POS System/Office Equipment ⁸	\$2,500	\$4,500	Single payment	Before opening	Suppliers
Furniture, Fixtures & Other Equipment ⁹	\$70,000	\$130,000	Single payment or installments on lease	Before opening	Suppliers
Utility Deposits and Sales Tax Bonds ¹⁰	\$2,500	\$5,500	As incurred	Before opening	Municipal Utilities & Equipment Lessors
Opening Stock (Inventory)	\$5,000	\$7,500	Terms set by suppliers	As arranged	Distributors & Suppliers
Small Wares	\$3,900	\$4,800	As arranged	Before opening	Suppliers
Expenses While Training ¹¹	\$700	\$5,000	As arranged	Before opening	Transportation, Hotel, Meals, etc.
Trade Area Activation Plan ¹²	\$6,500	\$6,500	As arranged	Deposit before opening; remainder 4-6 weeks after opening of business	Deposit to us; remainder to various vendors
Additional Funds ¹³ (3 months)	\$20,000	\$40,000	Varies	As incurred	Various
Total (without Drive-Thru)	\$247,100	\$542,400			
Drive-Thru Location Costs ¹⁴	\$35,000	\$118,000	As arranged	As arranged	Contractor
Total (with Drive-Thru)	\$282,100	\$660,400			

Three JUICE IT UP!® Units (Area Development Agreement)

YOUR ESTIMATED INITIAL INVESTMENT¹

(First JUICE IT UP!® Unit Only under a Three JUICE IT UP!® Unit Area Development Agreement)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low	High			
Initial Franchise Fee ² (per JUICE IT UP! ® Unit)	\$20,000 First unit (Incentive Program), units two and three, one half of \$20,000 with other half simultaneously credited from your initial development fee	\$30,000 First unit, \$25,000 second unit, \$20,000 third unit, units two and three, one half of initial franchise fee, with other half simultaneously credited from your initial development fee	Single payment	Upon signing each Franchise Agreement	Us
Initial Area Development Fee ²	\$20,000	\$35,000	Single payment	Upon signing Area Development Agreement	Us
Real Estate ³ (per JUICE IT UP! ® Unit)	\$15,000	\$25,000	Deposit, plus 3 month's rent	At lease signing	Lessor
Architect and Blueprint Fees ⁴ (per JUICE IT UP! ® Unit)	\$11,000	\$15,000	As arranged	Before opening	Approved Architect
Building Permits (per JUICE IT UP! ® Unit)	\$5,500	\$8,000	With applications	Before opening	Government Agencies
Tenant Improvements ⁵ (per JUICE IT UP! ® Unit)	\$80,000	\$250,000	As arranged	As arranged	Contractor

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low	High			
New Store Opening Kits ⁶	\$300	\$600	Single Payment	4-6 weeks after opening of business	Us
Signs & Menu Boards ⁷ (per JUICE IT UP! ® Unit)	\$4,200	\$10,000	As arranged	Before opening	Suppliers
POS System/Office Equipment ⁸ (per JUICE IT UP! ® Unit)	\$2,500	\$4,500	Single payment	Before opening	Suppliers
Furniture, Fixtures & Other Equipment ⁹ (per JUICE IT UP! ® Unit)	\$70,000	\$115,000	Single payment or installments on lease	Before opening	Suppliers
Utility Deposits and Sales Tax Bonds ¹⁰ (per JUICE IT UP! ® Unit)	\$2,500	\$5,500	As incurred	Before opening	Municipal Utilities & Equipment Lessors
Opening Stock (Inventory) (per JUICE IT UP! ® Unit)	\$5,000	\$7,500	Terms set by suppliers	As arranged	Distributors & Suppliers
Small Wares (per JUICE IT UP! ® Unit)	\$3,900	\$4,800	As arranged	Before opening	Suppliers
Expenses While Training ¹¹ (per JUICE IT UP! ® Unit)	\$700	\$5,000	As arranged	Before opening	Transportation, Hotel, Meals, etc.
Trade Area Activation Plan ¹² (per JUICE IT UP! ® Unit)	\$6,500	\$6,500	As arranged	Deposit before opening; remainder 4-6 weeks after opening of business	Deposit to us; remainder to various vendors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be made
	Low	High			
Additional Funds ¹³ (for 3 months)	\$20,000	\$40,000	Varies	As incurred	Various
Total (without Drive-Thru)	\$267,100	\$562,400			
Drive-Thru Location Costs ¹⁴	\$35,000	\$118,000	As arranged	As arranged	Contractor
Total (with Drive-Thru)	\$302,100	\$680,400			

All payments made to us are non-refundable. Payments made to third parties may or may not be refundable depending on the terms agreed to by you and the third party.

All figures relate to the development and opening of one new **JUICE IT UP!®** Unit. If you acquire an operating **JUICE IT UP!®** Unit from us, the price you pay for its assets and other terms will be negotiated between you and us and are not reflected in the above chart. Refer to the form of Asset Purchase Agreement attached as Exhibit E of this disclosure document.

If you are an Area Developer, the figures provided are estimates for the opening of your first **JUICE IT UP!®** Unit. Your other **JUICE IT UP!®** Units may be opened many months later.

1. Your Estimated Initial Investment: Except for the “Additional Funds” category shown above, the table shows estimated expenses until your Unit first opens for business. Most of these funds are non-refundable, except for some insurance payments and security deposits in certain instances.

2. Initial Franchise Fee/Initial Area Development Fee: If you open a minimum of three Units in a defined area under an Area Development Agreement, the initial franchise fee is \$30,000 for your first Unit, \$25,000 for your second Unit and \$20,000 for your third and each subsequent Unit identified on your Development Schedule. The initial franchise fee is \$20,000 for each University Unit opened under an Area Development Agreement. The high-end estimates of the initial franchise and initial area development fees can go higher for an Area Developer with a Development Schedule that calls for more than the minimum number (three) of units (i.e., having four or more). If you are an existing franchisee in good standing and meet our qualifications, we may approve you to develop additional Units and will offer you a reduced Initial Franchise Fee equal to \$25,000 for a full-sized, Traditional **JUICE IT UP!®** Unit or a Non-Traditional Unit, other than a University Unit. Franchisees who qualify for our incentive program may be included in the Development Schedule. Area development fees of one half the amount of the initial franchise fees due for each Unit are paid when you sign the Area Development Agreement and are credited toward the initial franchise fees due, but are not refundable.

3. Real Estate: These figures assume that premises will be rented and include three months’ rent and a security deposit. The premises will probably be located in a strip center, mall, food court or market center; the size will range from 200 square feet to 1,500 square feet.

4. Architect and Blueprint Fees: The low figure represents estimated costs associated with a location that does not have a drive-thru window and the high figure represents estimated costs associated with a drive-thru location.

5. Tenant Improvements: This category includes the cost of permanent construction modifications to leased premises including walls, ceilings, floors, plumbing, electrical and HVAC. Low estimate is based upon a 200 square foot free-standing kiosk. High estimate is for an unimproved space of approximately 1,500 square feet requiring extensive demolition. Labor and material cost may vary significantly in accordance with local variations in wage rates, labor efficiency, union restrictions and availability, and price of materials. You may be able to negotiate certain incentives with your landlord in the form of tenant improvement dollars and initial free rent, which, if available, will reduce the effective cost of your buildout.

6. New Store Opening Kits. This category includes exterior and interior signage and graphics, flyers and marketing materials, promotional cards, décor items, and gift cards. Additional items may be included.

7. Signs & Menu Boards: This category includes exterior and interior signage and graphics. Low estimate assumes no outdoor sign for a kiosk unit, but includes interior graphics, interior signage and a television and digital/electronic menu board system. High estimate includes two exterior signs in addition to the interior signage, five menu boards, window wrap, and no open signage.

8. POS System/Office Equipment: This category includes the required Point of Sale cash register system (the “POS System”) described in Item 11 and the required Juice It Up! rewards application.

9. Furniture, Fixtures & Other Equipment: This category includes “Trade Fixtures” such as freezers, refrigerators, food preparation equipment, store décor, cabinets, janitorial equipment, alarm systems, installation, freight and taxes. The low range would be a non-traditional layout with limited menu items. The high range is full menu traditional layout units.

10. Utility Deposits and Sales Tax Bonds: This category may include sales tax deposits or bonds, sewer hookup charges, utility deposits, and security deposits on leased equipment.

11. Expenses While Training: You must arrange and pay for transportation, meals, lodging and incidentals for you and your Designated Manager while attending our training programs. The amount you spend will depend upon several factors, including the distance you have to travel and the type of accommodations you choose. We based the high end estimate upon such expenses anticipated for two people, for five days, including approximate costs for hotel, airfare, etc. The low end estimate is based upon attendees who live locally who would not need airfare or hotel accommodations for the duration of training. You will also be responsible for wages you pay your staff during training.

12. Trade Area Activation Plan: Within the first 30-45 days after opening your Unit, you must spend at least \$6,500 on the Trade Area Activation Plan, but you may choose to spend more. We will collect a deposit in the amount of \$3,750 (50% of your required Trade Area Activation Plan spend) before you open your Unit. We will spend the Trade Area Activation Plan Deposit on your behalf as costs are incurred in connection with the Trade Area Activation Plan. The remaining \$3,750 will be paid to various vendors after opening your Unit. We recommend that you spend \$6,500 for the Trade Area Activation Plan, involving the Chamber of Commerce in your community.

13. Additional Funds: This category includes estimated employee wages, opening cash, professional fees and other miscellaneous expenses that you may incur from signing and during the first 90

days of your operations. This is an estimate only. Your actual costs will depend on factors including your management skill, experience and business acumen, local competition and economic conditions, the local market for the Unit, the prevailing wage rate, and the sales level reached during the start-up phase. We relied on the experience of our management in developing these figures. You should review them carefully in light of local conditions and the current economic outlook, consulting a business advisor if necessary.

14. Drive-Thru Location: Many Units may include a drive-thru window. If your location has a drive-thru window, you should plan on incurring the estimated costs in the table above. The cost of the window, exterior menu boards, drive-thru canopy, drive-thru signage, headset system and timer, additional cabinetry and an additional POS terminal are all included in this cost estimate. We have not included costs to modify the building or the site in these additional costs.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In operating a **JUICE IT UP!®** Unit, you must follow our comprehensive specifications for products, services, supplies, materials, equipment, interior and exterior design, insurance, and real estate, which we may modify from time to time. You must conform to all changes in our specifications, at your cost, within the time we allow. We will advise you of any changes through the MANUAL or other written communications.

You must offer and sell all the products and services we specify and only the products and services, that we authorize. Within 30 days after written notice from us (unless we specify a longer period), you must commence and continue to offer and sell all additional products and services we specify or, if we decide to withdraw our approval of any products or services, you must cease offering and selling those products or services.

Proprietary Products

To prepare our principal product line, smoothies, fresh juices, bowls, you must follow our recipes. We refer to our uniforms and products that are specially formulated, distributed or branded for us as “Proprietary Products.” In the future, we may add to and modify the list of Proprietary Products that you agree to use and/or sell in operating your **JUICE IT UP!®** Units. You will only be able to buy Proprietary Products from suppliers designated by us. From time to time third party supplier may be the only approved supplier for equipment or services (such as architect or contractor services) or certain products and supplies. You must buy employee uniforms and branded retail products we designate from our approved suppliers.

The rights granted to you are solely in connection with your retail sale, use and distribution under the System and you may not engage in any wholesale activities. Any wholesale activities by you will be grounds for termination of the Franchise Agreement by us. All franchisees are required to stay current with payment terms with the approved suppliers and vendors.

Non-Proprietary Products

You must purchase all non-proprietary products or ingredients necessary to operate your **JUICE IT UP!®** Unit (all of which must meet our specifications), but that are not specially formulated for **JUICE IT UP!®** Unit (we sometimes refer to these products, ingredients, and other items as “Non-Proprietary Products”) only from approved suppliers designated by us. At this time, except for Proprietary Products, all of the other food products, ingredients, beverages, packaging, equipment, supplies, and materials that you need to operate your **JUICE IT UP!®** Unit are Non-Proprietary Products. Any products or services

that you purchase from an approved supplier will be at the then-current price in effect. You must buy Non-Proprietary Products that meet our specifications and that are from sources that we approve or recommend. The principal product ingredients (e.g. individually quick frozen (IQF) fruit, non-fat frozen yogurt, sherbets, nut milks, enrichments, etc.) must be purchased through a distributor designated by us. You must buy an initial equipment package, which includes blenders, fruit/vegetable juice extractors, refrigerator and small wares) from a supplier designated by us.

Approved Suppliers

We will give you, in the MANUAL or in writing, a list of names and addresses of suppliers of goods and services that currently meet our standards. These may be “designated suppliers” from which you are required to purchase certain types of goods or services or “approved suppliers” from whom you may purchase certain types of goods or services. We require that you use only designated and approved suppliers to ensure that uniform, high quality standards and a safe environment are part of each customer’s experience, throughout the System which in turn promotes goodwill in the **JUICE IT UP!®** brand and Marks. In addition, many of the products and items supplied are proprietary and/or private label items which have aspects which must be kept confidential. Also, by entering into exclusive purchasing agreements with these suppliers, we may have negotiated quantity, ingredient and distribution discounts for the **JUICE IT UP!®** Network as a whole. The amount of any discounts may vary and the precise terms of these agreements are confidential. To become an approved supplier, a supplier must stock items meeting our specifications, be reliable, charge reasonable prices, meet our Hazard Analysis and Critical Control Point (“HACCP”) requirements and be willing to make deliveries to individual locations. We may choose to withhold our approval of a supplier if we feel granting approval would jeopardize current supplier relationships. You are required to accept delivery of approved products and items in accordance with the terms negotiated for the benefit of the Network which may include automatic shipments at the then current product cost plus distribution margin.

Alternative Suppliers and Approval Process

Products or services must be purchased from a currently approved supplier. If you wish to purchase from an alternate supplier or secure products and ingredients not currently offered, you must request our approval in writing before buying, selling or using the item. Upon our request, you must give us product specifications, sample products, and/or information about the supplier. We will notify you in writing within 30 days after we receive all supporting information from you and complete our inspection or testing to advise you if we approve the proposed item and/or supplier. Our failure to send you written notice by the end of 30 days signifies that we disapprove the proposed item and/or supplier. We may re-inspect or revoke our approval of a supplier or item at any time, for any reason. Revocation is effective immediately when you receive written notice from us, and following receipt of our notice, you may not place any new orders for the item or with the supplier. Normally, we will not expect you to pay for our evaluation of a supplier. However, if, in our opinion, the cost of inspecting the supplier’s premises, checking the supplier’s credentials, and/or testing the product will result in costs of \$500 or more, we will invoice you for any of these amounts over \$500. As a condition of approving a supplier of any product that bears the Trade Name or Marks, we may require that the supplier sign our then current form of License Agreement. We may withdraw our approval of a supplier if it no longer meets our standards. If this occurs, you will be notified in writing.

Loyalty and Gift Card Programs and Promotional Items

You must also participate in any loyalty and gift card programs and other marketing and promotional initiatives that we may from time to time establish with approved vendors. We have designated Punchh, Inc. as the sole supplier for our loyalty program and Valutec Card Solutions as our sole supplier for our gift card program, but we reserve the right to change the sole supplier and/or to designate additional suppliers for any of these programs or initiatives. You must be in compliance with any rules and participation criteria applicable to these programs. We have the right to modify the participation criteria or discontinue these initiatives at any time upon written notice to you.

Promotional items, including signs, menus, supplement guides, in-store promotional posters, training and recipe cards, and point-of-sale materials for new promotions may be purchased only from us or a designated or approved supplier as described in the MANUAL. All promotional, advertising and informational materials must be uniform in all **JUICE IT UP!®** Units; you must remove all unauthorized or unapproved items from your Unit. Many **JUICE IT UP!®** items are copyrighted, and may be proprietary to us. Local store advertising and marketing materials must be either produced by you, utilizing templates we provide to you, or professionally designed and produced by a **JUICE IT UP!®** approved supplier or artist.

Digital Ordering and Delivery Programs

You must also participate in any digital ordering/delivery programs that we may establish from time to time with approved vendors and you must comply with the rules and participation criteria applicable to these programs. We have currently designated Olo as the sole software platform provider for our digital ordering program and have partnered with designated service providers for our delivery program. Under our digital ordering/delivery programs, we may require you to accept and process specific customer delivery orders and we may require you to use an approved third-party delivery service provider. We must pre-approve all delivery service providers not already designated as approved under our delivery program. In addition, we must pre-approve all sales recording processes that originate from the delivery service providers. We have the right to modify the participation criteria or discontinue these initiatives at any time upon written notice to you.

Point of Sale System

You must purchase the designated point-of-sale (“POS”) system from our approved supplier, currently Toast, Inc., (“Toast”) and use such POS system in the operation of your **JUICE IT UP!®** Unit.

Architects and Equipment

You must use an architect and general contractor to design and build your **JUICE IT UP!®** Unit. Your architect and contractor must be state licensed, insured and bonded in full compliance with all applicable laws. We offer referrals to professional service providers, including in most instances real estate brokers, and real estate attorneys, but are not responsible for their services or the information they provide. All food products sold in your store must be approved by **JUICE IT UP!®** and provided only by approved suppliers or distributors.

You must purchase all equipment necessary to operate your **JUICE IT UP!®** Unit only from approved suppliers designated by us. All equipment must be purchased in accordance with the latest specifications and only from approved sources.

Insurance

You must purchase and maintain a policy or policies of comprehensive public liability insurance, including product liability coverage, covering all Unit assets, personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death or property damage of not less than \$2,000,000. We may increase the minimum coverage requirement annually if necessary to reflect inflation or other changes in circumstances. You must also carry: 1) casualty insurance in a minimum amount equal to the replacement value of your interest in the **JUICE IT UP!®** Unit premises, including furniture, fixtures and equipment, and 2) business interruption insurance in an amount sufficient to cover the rent of the **JUICE IT UP!®** Unit premises, salary or wages of key personnel, and other fixed expenses. In addition, you must maintain policies of worker's compensation insurance, disability insurance, Employer Practices Liability Insurance and any other types of insurance required by applicable law. Each insurance policy that is required under this Agreement must contain a provision that the policy cannot be canceled without 10 days' written notice to us. It must be issued by an insurance company of recognized responsibility, designate us and our Affiliate as additional named insureds, and be satisfactory to us in form, substance and coverage. Your policy must include the following language showing us as an additional insured: "SJB Brands, LLC, its partners and joint ventures, and the officers, directors, shareholder, agents, servants and employees of each of them." You must deliver a certificate of the issuing insurance company evidencing each policy to us within 10 days after the policy is issued or renewed. Failure to do so is a material breach of the Franchise Agreement.

Advertising Materials

You must submit to us copies of all advertising materials that were not generated by us that you propose to use at least two weeks before the first time they are broadcast or published. We will review the materials within a reasonable time and will promptly notify you in writing whether we approve or reject them. We may withhold our approval if, in our opinion, the materials are not professionally prepared or do not convey the image and informational data consistent with our advertising program. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if we have approved specified materials, we may later withdraw our approval if we reasonably believe it necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentations.

General Requirements and Disclosures

It is your responsibility to place orders with approved suppliers, manage your inventory levels and deal with designated and approved suppliers as needed. We do not arrange or place orders for deliveries to your store. Occasionally items may be forced shipped to your store to expedite a seasonal sale, you will be notified in advance of these shipments.

During our 2023 fiscal year, we derived a total of \$187,813 in revenues as a result of required franchisee purchases, which constituted 5.1% of our overall revenue of \$3,692,882. None of our Affiliates received any revenue from required franchisee purchases during our last fiscal year. As of the date of this disclosure document, neither we nor any of our Affiliates receive rebates or discounts from suppliers or professional service providers based upon purchases from those suppliers by franchisees, though we may do so in the future.

Other than us, there are no approved suppliers in which any of our officers owns an interest.

We estimate that about 80% of your startup expenses and 50% of your ongoing expenses will be incurred for required purchases.

We do not provide material benefits (for example, renewal or granting additional franchises) to you based on your purchase of particular products or services or use of particular suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Franchise Agreement §§ 4.2, 7.2.2; Area Development Agreement § 5.1	7, 8, 11
b. Pre-opening purchases/ leases	Franchise Agreement § 7.2.3; Area Development Agreement § 5.1; Asset Purchase Agreement §§ 1.1 – 1.5	5, 8
c. Site development and other pre-opening requirements	Franchise Agreement §§ 7.2.2, 7.2.3, 7.2.5; Area Development Agreement §§ 3.2, 5.1; Asset Purchase Agreement §§ 3.1, 5.1, 6.1, 7.3, 7.5	5, 7, 12
d. Initial and ongoing training	Franchise Agreement §§ 5.1, 7.2.4	11
e. Opening	Franchise Agreement § 7.2.5; Area Development Agreement § 3.4.1 and Attachment 2	11
f. Fees	Franchise Agreement § 6; Area Development Agreement § 5; Asset Purchase Agreement §§ 1.2, 1.4, 1.5, 7.3, 10.1	5, 6
g. Compliance with standards and policies/Operating Manual	Franchise Agreement §§ 3.14, 3.17, 7.2.1; Area Development Agreement §§ 5.1, 10.1	11
h. Trademarks and proprietary information	Franchise Agreement §§ 3.18, 7.1, 8.1, 8.4, Attachment 5; Area Development Agreement § 7; Asset Purchase Agreement § 12.2	13, 14

Obligation	Section in Agreement	Disclosure Document Item
i. Restrictions on products/ services offered	Franchise Agreement § 7.2.6	16
j. Warranty and customer service requirements	Franchise Agreement §§ 7.2.7, 7.2.8	
k. Territorial development and sales quotas	Franchise Agreement § 4.2.2, Area Development Agreement § 3 and Attachments 1, 2	12
l. Ongoing product/services purchases	Franchise Agreement § 7.2.6	8, 10
m. Maintenance, appearance, and remodeling requirements	Franchise Agreement §§ 4.3.2, 7.2.3, 9.4	8, 17
n. Insurance	Franchise Agreement § 7.6	6, 8
o. Advertising	Franchise Agreement §§ 5.4, 6.3, 7.1.4	6, 8, 11
p. Indemnification	Franchise Agreement § 8.5; and Area Development Agreement § 8.1; Asset Purchase Agreement § 12.4	6
q. Owner's participation management/staffing	Franchise Agreement § 7.3	15
r. Records/reports	Franchise Agreement § 7.5; Area Development Agreement § 9	6
s. Inspections/audits	Franchise Agreement §§ 6.5, 7.2.10	6
t. Transfer	Franchise Agreement §§ 3.29, 6.8, § 9; Area Development Agreement § 6; Asset Purchase Agreement §§ 1, 11 and Exhibit 3	6, 17

Obligation	Section in Agreement	Disclosure Document Item
u. Renewal	Franchise Agreement § 4.3.2; Area Development Agreement § 3.4.2	6, 17
v. Post-termination obligations	Franchise Agreement § 10.4 and Attachment 5; Area Development Agreement §§ 7, 8.1	17
w. Non-competition covenants	Franchise Agreement § 8.6 and Attachment 5; Area Development Agreement § 7	17
x. Dispute resolution	Franchise Agreement § 11.1; Area Development Agreement §§ 7, 10.6; Asset Purchase Agreement § 12.7	17
y. Other: guaranty of franchisee obligations(1)	Franchise Agreement § 8.7 and Attachment 6; Asset Purchase Agreement Exhibit 3	None
z. Liquidated damages	Franchise Agreement § 11.1.3	None

Note(s):

(1) If you are a corporation, limited liability company, limited partnership or other business entity, each of your owners, and the spouse or domestic partner of each owner, must personally guarantee all of your obligations to us (see Personal Guaranty, Attachment 6 to Exhibit C-1).

ITEM 10

FINANCING

We do not offer direct or indirect financing, although we reserve the right to do so in the future. We do not guarantee your note, lease or other obligation. We do not receive any direct or indirect payments or other consideration from any person or entity for the placement of financing with a lender.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

Site Selection and Authorization

You must, on your own initiative and at your own expense, locate the site for your Unit in conformance with our site selection criteria. When you locate a proposed site, we will review it and decide if it is suitable from our point of view. You must obtain our written authorization of the proposed site and proposed lease or purchase agreement before you sign the lease or purchase agreement. We may not unreasonably withhold our authorization. We recommend that you hire or engage a licensed, professional commercial real estate broker to assist you with this process.

To seek our authorization of a site, you must advise us in writing of the street address of the proposed site and provide a copy of any demographic information you have about it and any additional information we request. We will base our decision to authorize the site on then-current guidelines for suitable franchise premises that we will give to you in writing.

To seek our authorization of the lease or purchase agreement for the premises of the Unit, you must give us a copy of the proposed lease or purchase agreement. The terms of the lease or purchase agreement must, in our reasonable opinion, not be so onerous as to prevent you from operating the franchised Unit. You should have your own attorney or accountant review your lease or purchase agreement on your behalf. By authorizing a lease or purchase agreement for the premises, we do not express an opinion regarding the terms of such lease or purchase agreement. You and the lessor must sign a Collateral Assignment of Lease granting us the option to assume the lease if you default under the Lease or the Franchise Agreement, or if we exercise our right of first refusal pursuant to the Franchise Agreement, or if you opt not to renew or extend the lease. You must give us a copy of the signed lease or purchase agreement within 15 days after it is signed. (Franchise Agreement § 7.2.2 and Attachment 3).

The lease or purchase agreement must be signed by or assigned to the same party that signs the Franchise Agreement. In other words, the tenant must be the franchisee.

Some of the factors we consider in whether to authorize a site are suitable demographics, adequate population density, heavy foot and drive-by traffic, strong tenant mix, a strong anchor tenant, availability of parking, convenient access, high visibility and proximity to health-related facilities such as gyms, and to high schools and colleges. Among the factors we consider in making a decision on whether to authorize entry into a lease or purchase agreement is whether the proposed lease or purchase agreement provisions are satisfactory to us in light of our own interests.

We will authorize or reject your proposed site within two weeks after you present the information described above to us. If we do not agree with you about a site, you may not use that site for your Unit.

If you do not find a site that we authorize within six months from signing the Franchise Agreement, the Agreement will terminate unless we grant you an extension. You may submit a written request for extension of the site selection deadline, which we may grant or withhold, in our Business Judgment. We do not refund any portion of the fees you have paid if you do not find a site and we terminate the Agreement.

Construction and Decor

We will provide a sample layout and specifications for your Unit. You must, at your expense and subject to our approval, employ architects, designers, and others as necessary to prepare your plans, modify or complete the layouts, renderings, plans, and specifications and details, which must include interior and exterior elevations of the Accepted Location. We will review your proposed architects and architectural plans, which we must accept prior to you submitting permits and beginning construction. Our acceptance of your architect will not in any way be our endorsement of your architect or render us liable for your architect's performance or your architect's compliance with professional design standards or adherence to local codes. (Franchise Agreement § 7.2.3).

Orientation Program

Before the opening of your Unit, we will conduct a mandatory Orientation Program at our headquarters or another location we designate. The program will consist of up to approximately six hours of introductory training in the System, LSM Program Development and Construction Overview. You must attend. (Franchise Agreement § 5.1.1).

Initial Training Program

Before the opening of your Unit, or if you are a transferee, before you first begin operating the business, we will conduct a mandatory Initial Training Program in the operation of the Unit under the **JUICE IT UP!®** System for you and your Designated Manager and one back-up manager for up to approximately fifty-six hours at locations we select. You and your Designated Manager, if different, must attend and successfully complete the Initial Training Program to our satisfaction before you may open your Unit. The Initial Training Program will include both classroom training and hands-on training. (Franchise Agreement § 5.1.2). Your Unit must always be actively supervised by a person who has successfully completed our Initial Training Program and is certified by us to act as Designated Manager. (Franchise Agreement § 7.3.1).

On-the-Job Training Program

We will send a representative to help you in opening and initially managing your Unit and to help you complete the On-the-Job Training of your management for up to approximately forty-eight hours around the time you open. The trainer will be present in a teaching capacity only and will not be responsible for any aspect of Unit operations. We will use commercially reasonable efforts to provide opening assistance and training promptly following the scheduled completion date of which you notify us, but the timing of the assistance is subject to availability of our personnel. You must have all of your management in attendance during the entire week of the On-the- Job Training Program. (Franchise Agreement § 5.1.3).

The MANUAL and our Exclusive Secure Website

We will lend you the MANUAL, including the Juice and Smoothie Bar Operations Manual ("Operations 101"). These will be referred to collectively as the "MANUAL." The MANUAL contains explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the Unit, sample business forms, information on marketing, health and safety, management, and administrative methods developed by us for use in the Unit, names of approved suppliers, and other information that we believe may be necessary or helpful to you in your operation of the Unit, including the proven techniques to market your Unit.

Copies of the Table of Contents of the MANUAL are attached as Exhibit F. The MANUAL contains a total of 191 pages.

We will revise the MANUAL periodically to conform to the changing needs of the Franchise Network and will periodically distribute updated MANUAL pages and information to you. You must incorporate these revisions in your copy of the MANUAL to keep the information current at all times.

We have no obligation to maintain the Juice Net website indefinitely and may upgrade or dismantle the Juice Net website at any time without liability to you. You will have the privilege, and not the right, to use the Juice Net website, subject to your compliance with our specifications and policies. You must sign the Juice Net website terms of use attached as Attachment 7 to the Franchise Agreement. You must own and be proficient with the use of a PC for use in your Unit or your operating office.

Qualifications and Experience

We recommend you have certain qualifications in order to successfully operate the business. These qualifications include passion for the product and lifestyle, desire to be an entrepreneur, willingness to learn from and listen to us, previous business ownership or retail and management experience including payroll, sales, dealing directly with the public, being marketing-minded and community driven, having an enthusiastic, friendly and outgoing attitude and drive to succeed. If you do not have these skills, additional personnel will be required to assist with operating the business.

Time Before Opening

We estimate that the normal length of time between signing a Franchise Agreement and opening a franchised business is between four and 12 months. This period does not include time spent looking for a site. Factors that may affect the length of time it takes to open include progress of negotiating a lease, site or Unit construction delays, drafting architectural plans, securing plan approval, and obtaining permits. You may not open your **JUICE IT UP!®** Unit for business until you receive written authorization from us. We have the option to terminate the Franchise Agreement if you fail to begin operation of your Unit by (i) the Start Date of the Franchise Agreement; or (ii) 18 months following the date of the Franchise Agreement, whichever is earlier. (Franchise Agreement §10.2.2).

Post-Opening Obligations

Approved or Designated Suppliers

We will give you, in the MANUAL or otherwise in writing, names and addresses of approved or designated suppliers of specified goods and services that you may or must, respectively, use or sell in your Unit. (Franchise Agreement §5.2).

Consultation

We will use reasonable efforts to make our personnel available to you by telephone, fax, email or, if an intranet is established, intranet for consultation on all aspects of your business in a timely manner for no additional charge. (Franchise Agreement § 5.3).

Proprietary Products and Promotional Items Availability

We will use commercially reasonable efforts to ensure that a designated supplier will at all times have a supply of Proprietary Products and Promotional Items for sale to you at fair market value. (Franchise Agreement § 5.7).

Additional Training

We will provide additional training to you during the term of the Franchise Agreement if we believe that additional training is needed. The training may be administered at an annual meeting, regional or periodic meetings, or otherwise, as we determine. (Franchise Agreement § 6.6).

Advertising Services

We conduct an advertising program for the Franchise Network. We may use print and media advertising, in store and outdoor advertising/promotions, online, digital, mobile and social media advertising, events and sponsorships and public relations campaigns. Community service programs and specialty discount promotions also play an important part in our marketing plan. You must participate in all designed campaigns and promotions, and in our gift card, discount, and loyalty programs. (Franchise Agreement § 7.2.7).

In addition, we may establish one or more websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, etc.), keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), online videos, display banner campaigns, email marketing campaigns, applications, mobile apps, and/or other digital advertising on the internet or other means of digital or electronic communications (collectively, “Digital Marketing”). We may also design and provide for the benefit and promotion of your **JUICE IT UP!®** Unit a local subpage at within such Digital Marketing, in which case you agree to pay any costs associated with the creation and maintenance of such marketing. We will have the sole right to control all aspects of any Digital Marketing, including those related to your **JUICE IT UP!®** Unit. Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Trade Name and/or Marks or that relate to your **JUICE IT UP!®** Unit.

Currently our advertising projects are primarily regional in scope. We reserve the unqualified right to decide, in our sole discretion, where, when and how fund money will be spent.

Some of our advertising materials are created in-house, while others are created by regional advertising agencies.

Cooperative Advertising

As of the date of this disclosure document, we have not established any local or regional advertising cooperatives (“Co-ops”). If we do so in the future, you must participate in any advertising Co-op for the region in which your Unit is located. Neither we nor our Affiliates, as applicable, are required to contribute to advertising cooperatives for company- or Affiliate-owned Units although we may elect to do so. We may change, dissolve, or merge Co-ops in our sole discretion. You must contribute to the Co-op as determined by the members of the Co-op, not to exceed 1.5% of your Adjusted Gross Sales as determined by vote of the Co-op members, subject to our written approval. All of your contributions to the Co-Op will be applied to the minimum local marketing requirement described below but will not be considered as or credited toward your Marketing Fund contribution obligations. (Franchise Agreement § 5.5).

Local Advertising

You must spend at least 1% of your Adjusted Gross Sales on individual Local Store Marketing events, less any amounts paid for mandatory mail advertising contributions or contributed to a Co-op, and must conduct social media advertising as defined by us. You must submit documentation of your compliance on or before the 15th day of each calendar month. (Franchise Agreement § 7.9).

You will spend at least \$6,500 on the Trade Area Activation Plan during the first 30-45 days following the opening of your **JUICE IT UP!®** Unit to the public. We will collect a deposit in the amount of \$3,750 (50% of your required Trade Area Activation Plan spend) before you open your Unit. We will spend the Trade Area Activation Plan Deposit on your behalf as costs are incurred in connection with the Trade Area Activation Plan. The remaining \$3,750 will be paid to various vendors after opening your Unit. If you are a transferee, you must spend at least \$6,500 on re-opening promotion during the first 90 days after transfer to you. We will collect a deposit of \$3,750 toward this amount on the closing of the transfer which we will spend on your behalf as costs are incurred. These expenditures are in addition to your required Local Store Marketing and Marketing Fund contributions.

All advertising and promotion that you undertake must be completely truthful, conform to the highest standard of ethical advertising, and comply with any applicable laws and regulations. You must submit to us copies of all advertising materials that we did not create at least two weeks before the first time they are broadcast or published. We will review the materials within a reasonable time and promptly notify you whether we approve or reject them. We may not withhold our approval unreasonably. Advertising materials that differ from previously approved materials only in such variables as date or price will be covered by any previous approval. Even if we have approved specified materials, we may later withdraw our approval if we reasonably believe we must do so to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentations. (Franchise Agreement § 7.1.4).

Gift Card, Discount & Loyalty Programs

You must participate, at your expense, in all gift card, discount and loyalty programs, including your acquisition and use of gift and loyalty card machines, mobile or other payment capability/application/program, coupon books, and loyalty and gift cards, as required by us. These expenses will not be considered part of your Marketing Fund contributions nor will they count toward your fulfillment of any local marketing requirements.

Advertising Fund

We will administer the Advertising Fund, which we will keep in a separate bank account. We may use the Fund to pay for market research, advertising materials, media space and time for a national or regional advertising program, a promotional web site, a referral program and public relations activities. The fund may also be used for advertising grants to franchisees, collectively or individually. We may use fund money to compensate ourselves for overhead, including salaries of marketing, administrative or other personnel, and other expenses incurred in connection with our implementation of the fund. (Franchise Agreement § 5.4.1).

The amount of your contribution to the Advertising Fund is disclosed in Item 6. We have the right to waive or defer payment of Advertising Fund contributions by specified franchisees at our sole discretion and have, in fact, waived or deferred advertising fees for some franchisees of Non-Traditional Units. Although we have the right to waive or defer fees for units owned by our Affiliate, our Affiliate currently pays the same percentage of advertising fees as our other franchisees.

We will distribute to our franchisees, once a year upon request, an Advertising Fund report that will state the total amounts of money collected and spent by the Fund during the past year and list, by general category, the manner in which we spent the money. The Fund does not have separate financial statements that you may review and its books are not audited separately from our general accounts.

During our 2023 fiscal year, the Advertising Fund was spent by us as follows: 10.9% promotions, products and printing, 4.8% public relations, 14.5% events and sponsorships, 12.6% design and branding, 17.9% Digital Marketing, and 39.3% administration.

If not all Advertising Fund contributions are spent in the year in which they are collected, they will be retained in the Advertising Fund for use in the following year. We have the right to lend money to the Advertising Fund, without interest, and to repay ourselves from fund money during the same or subsequent years. (Franchise Agreement § 5.4.2).

We do not use any portion of the Advertising Fund for advertisements that principally solicit new franchise sales.

Training

The training program will cover the following:

TRAINING PROGRAM – JUICE IT UP!®

Subject	Classroom Training Hours	Hands-On Training Hours	Total Hours of Training	Location
ORIENTATION PROGRAM				
Orientation Introduction to System, LSM Program Development, Construction Overview	6 hours	0	6 hours	Orange County, California
INITIAL TRAINING PROGRAM				
Pre-Store Start-Up, Hands-on and Local Store Marketing Training	Up to 24 hours	Up to 32 hours	Up to 56 hours	Orange County, California
ON THE JOB TRAINING PROGRAM				
Unit Setup	0	8 hours	8 hours	Your JUICE IT UP® Unit
Unit Operations	0	Up to 40 hours	Up to 40 hours	Your JUICE IT UP® Unit
Totals	Up to 30 hours	Up to 80 hours	Up to 110 hours	

The franchisee training programs are subject to change. The tables above show you how management currently administers the training programs. The training programs will be supervised by Operations team members, each of whom will have a minimum of three to ten years of experience with us and our predecessor, LLJ, and/or with the subjects taught. Various additional trainers may supplement the training, and will have operational and management experience. In addition, our trainers are industry certified “ServSafe®” trainers. The training materials currently include our Orientation Manual and the New Franchise Manuals and other materials. Classroom training will be administered in Newport Beach, California. Hands-On Training will take place in one or more **JUICE IT UP!®** Units within proximity to Orange County, California, and/or at the Corporate Training Center. You will not be compensated by us for any work that you or your staff perform while attending the training program.

You must attend our Orientation Program. You may not open your **JUICE IT UP!®** Unit to the public until you, your Designated Manager, and not more than one additional individual who will serve as a back-up manager at your **JUICE IT UP!®** Unit attend, participate in, and successfully complete our Initial Training Program to our reasonable satisfaction. There is no training fee unless we need to provide additional training for individuals who did not successfully complete the training program to our satisfaction.

You and your Designated Manager must be present for the entire duration of the On the Job Training Program, which will cover certain aspects of Unit operations, including “early morning” Unit opening procedures and “end-of-the day” Unit closing and clean up procedures. We do not charge a fee for this training or the training materials unless you request more than one copy of the materials, in which case you will pay for the additional materials at our cost.

You will pay for any incidental expenses, such as the cost of meals, travel, and lodging, incurred by you and/or your management during the training programs, including any wages due to any of your staff.

Under the Franchise Agreement, you must also pay or reimburse us for all of our costs and expenses in connection with travel, lodging, meals and other incidental expenses we incur to provide you and your staff On-the-Job Training.

To meet and remain compliant with our standards and requirements, you must hire and maintain at all times, a sufficient number of full and part time employees plus a full time Designated Manager who has completed all required training as outlined in the MANUAL. If we determine that your operating staff is inadequate to maintain our standards or that your management and/or operating team failed to grasp the procedures and techniques, then your management team must undergo retraining in one or more components of the Initial Training Program and we will charge you for the additional training at our then current rates, which are currently \$100 per hour. Additional training will be required any time you hire a replacement Designated Manager. We may occasionally offer continuing education courses at our Corporate Training Center or at a location we deem appropriate, which may be voluntary or required for you and/or your Designated Manager to attend.

If you are signing your Franchise Agreement in connection with the transfer of an existing **JUICE IT UP!®** Franchise Agreement, we will provide you with the Initial Training Program at no additional charge to you, for you, your Designated Manager and not more than one additional individual who will work at your **JUICE IT UP!®** Unit. If we deem it appropriate, we may also provide you the Orientation Program and the On-the-Job Training Program, also at no additional charge. You, your Designated Manager and the one additional individual who will serve as a back-up manager at your **JUICE IT UP!®** Unit must complete the Initial Training Program to our satisfaction before the transfer occurs, and before you may open your Unit to the public.

The programs will be given as often as necessary to make certain that each franchisee completes training before opening.

Selection and Installation of Computer Equipment and Software

We require you to purchase, install and operate various software, hardware and mobile applications to operate the Unit. First, we require that you purchase and install the following POS System, which is provided by Toast, and consists of:

- 1 Meraki Z3 Router
- 1 Enterprise Data Management Monthly Subscription
- Personal Computer capable of internet access
- 1 Printer/copier/fax/scanner machine
- High Speed Internet connection
- Mobile Payment Processing Device(s) (from our approved supplier if you will have mobile sales)
- Toast Tap Reader
- Toast Flex for Guest (Direct Attach)
- Toast Cash Drawer – TC200
- Toast Printer w/ Power Supply (2)
- BBOS Magnetic Stripe Reader
- Bar Code Scanner with Stand

Optional POS hardware, provided by Toast, includes the following:

- Toast 22” Flex Kiosk + with credit card reader
- Toast Flex Wall Mount

The initial cost for the complete POS System listed above (including the initial set-up fee) ranges from \$2,050 to \$4,500. You will also be required to pay Toast a monthly licensing fee of \$135 per POS machine you install and \$25 per each Kiosk you install. You must also maintain an Internet connection to operate the POS System, which we estimate to cost approximately \$175 per month. Toast’s monthly license fee includes regular software updates and maintenance from Toast. You will be required to sign Toast’s licensing and service contract to obtain the POS System.

We also require that you subscribe to our gift card and rewards programs. For gift cards, we require that you enter a services agreement with our preferred vendor, Valutec Card Solutions, Inc. (“Valutec Card Solutions”), who will provide and manage your gift card services. Valutec Card Solutions charges a monthly subscription fee of up to \$20 for such services. Additionally, we require that you purchase our

mobile rewards application known as ‘Punchh’, which is provided by our preferred vendor, Punchh, Inc. Punchh, Inc. charges a monthly fee of \$205 for continued use of the **JUICE IT UP!®** mobile rewards program. These set-up and monthly fees are collected by us, and are collected on a weekly basis in the amount of \$47.30.

We also require that you install and subscribe to our preferred restaurant scheduling software provided by 7Shifts Inc. (“7Shifts”). This scheduling software provides auto-scheduling and custom templates and build-outs that allow you to make scheduling decisions at the Unit, including scheduling employees’ shifts. Currently, 7Shifts charges a monthly fee of \$36.

We also require that you sign-up with our preferred vendor, Olo Inc. (“Olo”), who provides software for order ahead and pick-up at the Unit. Olo will charge you a monthly subscription order package fee that ranges between \$50 and \$150 depending on the type of order-ahead program that you choose for the Unit.

You must provide single line minimum phone service for voice and fax. (Franchise Agreement § 7.5.2).

You are contractually obligated to “close” the POS System every night. This process will record the sales data for the day and reset the system for the next day’s data. Doing this gives us access to the sales information we use on a variety of sales reports which may be used to calculate royalties and Advertising Fund amounts. (Franchise Agreement § 7.5.2).

We may upgrade specifications to the technology in place at the time you sign your Franchise Agreement and you will be required to upgrade the hardware and/or software at your own expense whenever we inform you that it is necessary. You must use the individual system components listed above. If you would like us to evaluate any system or technology for your use in connection with your operations, you must submit an evaluation request to us and receive our written approval of any such system or technology before you may use it in your franchised business.

If we develop a proprietary software system for our franchisees’ use, you agree to purchase, install, use and maintain the software. We will use reasonable efforts to minimize expense to you in connection with any required software. (Franchise Agreement § 7.8). We will not require that you replace your POS System any more frequently than once every three years. (Franchise Agreement § 7.5.2).

ITEM 12

TERRITORY

Franchise Agreement

Under the Franchise Agreement, your **JUICE IT UP!®** Unit must be located at an Accepted Location. You may not establish your business premises or engage in business activities except at an Accepted Location. You may not engage in mail order, Internet, or catalog sales or in any other alternative channel of distribution. You may not operate any permanent or temporary mobile vending vehicle, grab ‘n go case, cart, kiosk or any other form of distribution without our prior written consent, for which we may require you to execute other appropriate documents, including a general release, and/or to satisfy other conditions and remain in full compliance with the MANUAL. All money you receive from the sale of all goods or services from a distribution (i.e., catering) site other than the Accepted Location, including products produced at the Accepted Location and sold off- site, must be inputted into your POS System upon

receipt of payment and will be added to your Adjusted Gross Sales under the Franchise Agreement, and are subject to Royalty and Advertising Fund payments.

You will not receive any exclusive rights or territory under the Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We may (a) locate or relocate any company/Affiliate-owned or franchised unit to any site regardless of how close the site is to one or more of your Units, (b) own or operate, and license others (which may include our Related Parties) to own and/or operate (i) juice bars under the **JUICE IT UP!®** trade name (“Trade Name”) and Marks and/or using the System at any location regardless of how close the site is to one or more of your Units; and (ii) businesses, including juice bars, operating under names other than the Trade Name, at any location, and of any type whatsoever, regardless of their proximity to your **JUICE IT UP!®** Unit; (c) produce, license, distribute and market foods and other products bearing the Marks, including Promotional Items, pre-packaged juices, smoothies, supplements, snacks and other food and beverage products; books; clothing; souvenirs and novelty items; through any outlet (regardless of its proximity to your **JUICE IT UP!®** Unit), including grocery stores, supermarkets and convenience stores and through any distribution channel, at wholesale or retail, including by means of the Internet or Internet web site, mail order catalogs, direct mail advertising and through other distributors and distribution methods; and to advertise and promote the System through any means, including the Internet; and (d) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses, including arrangements in which company/Affiliate-owned or franchised units (including your **JUICE IT UP!®** Unit) are converted to another format. Unless you sign an Area Development Agreement with us, we do not grant to you any options, rights of first refusal, or similar rights to acquire additional franchises.

In addition, as noted in Item 1, our affiliate MMP offer franchises for Mountain Mike’s Pizza restaurants. Franchisees of MMP operating in Mike’s Pizza restaurants may be located in your protected area or solicit order from customers in your protected area. MMP or its affiliates may also operate company-owned in Mike’s Pizza restaurants in your protected area and solicit customers in your protected area.

You may not relocate your Unit without our express written consent, and payment of our relocation fee, which is 20% of our then-current initial franchise fee.

Area Development Agreement

During the term of an Area Development Agreement, you will have the right to develop and operate your **JUICE IT UP!®** Units within the Area Development Area specified in the Area Development Agreement. During the term of your Area Development Agreement, we may not operate or grant a franchise to any other person to operate a Traditional Unit within the Development Area. “Development Area” means the geographic area more fully described in Attachment 1 to the Area Development Agreement by means of a map. Sizes and boundaries of Development Areas will vary widely depending on the number of **JUICE IT UP!®** Units that we approve you to develop. While there is no minimum size for a Development Area, typically Development Areas consist of a county or a state. We reserve to us and our Affiliates all rights to any Non-Traditional Units. We do not permit more than one Area Developer to operate within a given Development Area.

Franchise Agreement and Area Development Agreement

Neither the Franchise Agreement nor Area Development Agreement restricts you from advertising or promoting your **JUICE IT UP!®** Unit(s) anywhere. You are not restricted from soliciting or accepting orders from customers, regardless of their location. However, you may engage only in over-the-counter retail sales at an Accepted Location. You do not have the right to use other channels of distribution, such

as wholesale activities, the Internet, catalog sales, telemarketing, mobile food trucks or other direct marketing, to make sales. You may not undertake catering activities without our advance written consent which may be withheld in our sole discretion.

Under an Area Development Agreement, unless you individually negotiate and pay for an option or right of first refusal, you will not have any option or right of first refusal to acquire additional franchises either inside or outside your Development Area.

If you participate in the Area Development structure, we will not have the right to compete with you under the **JUICE IT UP!®** marks by establishing company/Affiliate- owned **JUICE IT UP!®** Units, or by authorizing any third party to establish **JUICE IT UP!®** Units within your Development Area, during the term of your Area Development Agreement.

If you participate in the Area Development structure, to maintain your right to develop your Development Area under the Area Development Agreement, you must be in Good Standing under your Area Development Agreement and each of your Franchise Agreements and you must meet your Area Development Schedule under the Area Development Agreement. If you fail to meet these conditions, we may temporarily suspend your right to expand until you are in Good Standing in regard to your operational stores. If you fail to cure defaults in meeting your Area Development Schedule within the cure period allowed under the Area Development Agreement, we may terminate your Area Development Agreement.

If you fail to cure other curable defaults under your Area Development Agreement or commit incurable defaults under your Franchise Agreement, we may terminate your Franchise Agreement. There are no other circumstances under which we may modify your territorial rights.

If we propose any Non-Traditional Units within the Development Area, and you are in Good Standing during the term of your Area Development Agreement, we will send you written notice of the relevant price, location and other primary terms. If, within 30 days after the date of notice, you are uninterested or unable to complete the proposed Non-Traditional Unit development, we may own or operate, or franchise or license others to own or operate any Non-Traditional Units, even if located within the Development Area. If we determine, in our Business Judgment, that the proposed Non-Traditional Unit would be delayed or adversely impacted by providing you with the option to complete the proposed Non-Traditional Unit development, then we have no obligation to send you the aforementioned notice.

If during the term of your Area Development Agreement, we determine that further development of the Development Area is desirable, we will notify you in writing of our decision to develop additional Units in the Development Area. Subject to conditions described in §§ 3.6 and 3.7 of the Area Development Agreement, you have a right to undertake any additional development that we have stated in our notice to you. If you do not exercise the right of additional development, we may, directly or through any Franchisor Related Party or franchisee, construct, equip, open, and operate additional Units in the Development Area.

Asset Purchase Agreement

It is also important for you to understand that if you acquire the assets of your **JUICE IT UP!®** Unit from us and take over our location, you could be a sublessee under a lease held by us. In that case, your ability to operate your franchised business in your specific location is tied to our ability to maintain a lease agreement with the owner of the Premises and to any decision we and/or the lessor makes with respect to the lease and the leased Premises. We do not control and cannot predict what many of those decisions may be. Also, if the master lease agreement with the lessor ends for any reason, your sublease and your franchise can also end and we have no liability to you. Refer to Exhibit 2 of the Asset Purchase Agreement for more information on the termination of a master lease or sublease.

ITEM 13

TRADEMARKS

You are granted the right to operate your Unit under the “**JUICE IT UP!®**” name. You may also use our other current or future trademarks to operate your Unit. You may not operate your Unit under any other name or trademark, and may not use the “**JUICE IT UP!®**” name or any of the trademarks that are part of the “**JUICE IT UP!®**” System as part of any business or trade name you establish for any business entity you form.

In connection with the Transaction, BBI transferred ownership in the principal trademarks to us. We are now the registered owner of the principal trademarks in the following chart on the Principal Register of the U.S. Patent and Trademark Office (USPTO). By “principal trademark,” we mean primary trademarks, service marks, names, logos and commercial symbols used to identify your Unit. In addition, we are the registered owner of the trademarks used to identify certain of the branded proprietary smoothie products that you will be licensed to offer for sale in your juice bar, which are also listed in the following chart.

We or others from whom we derived our rights have filed all required affidavits with regard to the following trademark application and registrations.

Trademark	Registration/Filing Date	Register	Registration/Filing No.
JUICE IT UP!	Registered 6/29/04; Renewed June 29, 2014	Principal	2,857,441 (Reg.)
JUICE IT UP	Registered 4/19/11	Principal	3,949,373 (Reg.)
LIVE LIFE JUICED	Registered 11/9/04; Renewed December 6, 2013	Principal	2,901,821 (Reg.)
Juice It UP! Smoothie, Juices, Bowls	Registered 1/28/2020	Principal	5,970,476 (Reg.)
JUICE IT UP! SMOOTHIES·BOWLS· JUICES Logo	Registered 5/12/2020	Principal	6,054,761 (Reg.)
JUICE IT UP! SMOOTHIES·BOWLS· JUICES Logo Outline	Filed 5/19/2020	Principal	6,060,155 (Reg.)

There is no currently effective determination of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court; nor is there any pending infringement, opposition, or cancellation proceeding, or any pending material federal or state court litigation involving the Marks. No agreements are currently in effect which limit our rights to use or license the use of the Marks in any manner material to the franchise.

We are not aware of any infringing uses presently occurring as to any Mark we will license to you.

Under the Franchise Agreement, you agree to notify us immediately in writing if you become aware of any unauthorized use of the **JUICE IT UP!®** Trade Name, Marks, or System or of any claim of rights to a mark identical or confusingly similar to any of the Marks. You will promptly notify us in writing of any claim, demand, or suit against you or your principals in connection with your use of the Trade Name, Marks, or System. The Franchise Agreement does not obligate us to indemnify or reimburse you for any of your expenses, including any legal expenses, in any action or proceeding arising from or in connection with any such claim, demand, or suit. However, we will defend you against such claim, demand or suit if you notify us immediately, you cooperate in the defense, and the claim, demand or suit is not based on your misuse of the Marks or System. We select the legal counsel and have the right to control the proceedings. You waive any claims against us for third party claims involving the Marks or the System. You cannot settle or compromise any claim, demand or suit against you or your principals. You will be bound by our decisions in disputes regarding the Trade Name, Marks and System. You must cooperate fully with us, execute any documents and perform any actions we deem appropriate for the defense of any claims, demands or suits and to protect and maintain our or our Affiliate's rights in the Trade Name, Marks and System.

Under the Franchise Agreement, we can take whatever action we deem appropriate in connection with any dispute, legal proceeding or negotiation arising out of any infringement, challenge or claim relating to the Marks or the System, including taking no action. We have the sole right to control these disputes, proceedings or negotiations.

We reserve the right to discontinue, change, add to and/or substitute new names and marks for the Trade Name and Marks and the specifications for each. If this occurs, we will endeavor to minimize the cost to you of making the changes. You agree that you will fully and promptly conform, at your own expense, to any such changes.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We have not registered any patents or copyrights. There are currently no pending patent applications that are material to the franchise.

We claim common law copyrights for our advertising materials and MANUAL. Our right to use or license these copyrighted items is not materially limited by an agreement or known infringing use.

Under the Franchise Agreement, we can take whatever action we deem appropriate in connection with any dispute, legal proceeding or negotiation arising out of any infringement, challenge or claim relating to the copyrights or the System, including taking no action. We have the sole right to control these disputes, proceedings or negotiations. You agree to notify us immediately in writing if you become aware of any unauthorized use of our copyrights which are part of the System. You will promptly notify us in writing of any claim, demand, or suit against you or against your principals in connection with our copyrights. The Franchise Agreement does not obligate us to indemnify or defend you in any action or proceeding involving our copyrights. If we do intervene on our own behalf or act to defend you in any such action, we may select legal counsel and have the right to control the proceedings.

We reserve the right to change or modify any subject matter containing our copyrights when we believe that the changes will benefit the Franchise Network. If this occurs, we will endeavor to minimize the cost to you of making the changes. You agree that you will promptly conform, at your own expense, to any such changes.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You understand that you will operate as an independent business from us and so you may not make representations or promises that obligate us in any way. You are not our partner, joint venturer or agent. While there is no requirement that you do so, we strongly encourage you or another Owner of the Franchised Business to personally supervise your **JUICE IT UP!®** Unit on a regular basis. You must have a Designated Manager who will serve as the general manager of the **JUICE IT UP!®** Unit. If you are a natural person, you may be the Designated Manager. There is no requirement that your Designated Manager have an equity interest in the franchise or your Unit and there are no limitations on whom you may hire as a Designated Manager. However, your Designated Manager must successfully complete our training programs before working in your **JUICE IT UP!®** Unit. Each Owner, Manager and all of your employees with access to Confidential Information or Trade Secrets must sign a Nondisclosure and Non-competition Agreement in the form of Attachment 5 to the Franchise Agreement. Each Owner must sign a Personal Guaranty in the form of Attachment 6 to the Franchise Agreement.

You, if you are the Designated Manager, or the person you have employed as your Designated Manager must devote all your/his/her productive time and effort to the management and operation of the Unit in the minimum amount of 40 hours per week. The Designated Manager or another employee who has successfully completed our Initial Training Program must be present at the Accepted Location whenever the Unit is open for business. If we, in our sole discretion, determine that a Designated Manager is not properly performing his/her duties, we will advise you and you must immediately take steps to correct the situation. You must keep us informed as to the identity of your Designated Manager. Upon the termination of employment of a Designated Manager, you must appoint a successor within 30 days. Any successor Designated Manager must successfully complete the training program conducted by us, at your expense, before starting work in the **JUICE IT UP!®** Unit.

ITEM 16

RESTRICTIONS ON WHAT YOU MAY SELL

You must offer and sell all the products and services and only the products and services that we have authorized you to provide. We may change the menu and/or menu format periodically, or from region to region, or authorize product and service testing from region to region. On receipt of notice from us, you must add, delete or revise the goods and services offered at your Unit according to the instructions contained in the notice. You will have at least 30 days, but not more than 60 days, after receipt of notice from us in which to fully implement any change. You must cease selling any previously approved product within 30 days after receipt of notice that the product is no longer approved. You may be in breach of your Franchise Agreement if you do not comply with the standards we establish, which are intended to provide consistent and uniform products and services to the customer. This could result in the termination of your Franchise Agreement.

Subject to applicable law or written agreement between you and us to the contrary, your **JUICE IT UP!®**

Unit must be open and operational for the number of days per year and hours per day specified in the Manual.

You must operate the Unit in complete compliance with the standards and specifications set out in the MANUAL. We may make changes in these standards and specifications, when, in our reasonable discretion, change is needed for the continued success and development of the Franchise Network. Such changes may necessitate the change or improvement in customer service techniques, the purchase of equipment, signs, menu boards, Unit upgrades, supplies, furnishings or other goods, completion of additional training by your employees, or other costs to you. You must promptly conform to the modified standards and specifications at your own expense. You must at all times keep your copy of the MANUAL current by inserting in it revised pages we give to you via the Juice Net website, and deleting superseded pages or exchanging the outdated MANUAL for a new one, at our option. If there is any dispute as to the requirements of the MANUAL at any point in time, the terms of the master copy of the MANUAL that we maintain will control.

We may, on occasion, require you to test market products and/or services at your **JUICE IT UP!®** Unit. You must cooperate with us in conducting these test marketing programs and must comply with all rules and regulations established by us.

No vending machines, magazine or paper racks, gaming machines, payphones, automatic teller machines, Internet kiosks or other mechanical or electrical devices are permitted in your Unit without our express written consent. If we provide consent for any of these, you must include the related sales in your Adjusted Gross Sales.

You may not engage in any co-branding in or in connection with your **JUICE IT UP!®** Unit except with our express written consent, in our sole discretion. “Co-branding” includes the operation of an independent business, product line or operating system owned or licensed by another entity (not us) that is featured or incorporated within the Accepted Location or is adjacent to the Accepted Location and operated in a manner which is likely to cause the public to perceive it to be related to your **JUICE IT UP!®** Unit. An example would be an independent sandwich shop or counter installed within your Unit.

You may not engage in any wholesale activities related to any product and/or services offered, sold and/or distributed at your **JUICE IT UP!®** Unit.

You will establish your **JUICE IT UP!®** Unit retail prices; *however*, we reserve the right to establish minimum and maximum prices to the extent permitted under applicable law. We also may recommend pricing.

There is no restriction on the customers to whom you may sell.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

Although we use the term “renewal” to refer to extending our franchise relationship at the end of your initial term (and any other renewal or extension of the initial term), you must at our option sign a new Franchise Agreement or Area Development Agreement with materially different terms and conditions from those of your original contract, as described in more detail below.

THE FRANCHISE RELATIONSHIP

These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	4.3.1	Term is 10 years from the Start Date.
b. Renewal or extension of the term	4.3.2	If you meet conditions, you can add two additional five-year terms.
c. Requirements for you to renew or extend	4.3.2	Upon renewal, you will be asked to sign a new Franchise Agreement that may have materially different terms and conditions. Other conditions: you must be in good standing, provide timely notice, pay fee, remodel if necessary and sign a general release.
d. Termination by you	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	10.2	We may terminate only upon uncured or non-curable material default.
g. "Cause" defined - defaults which can be cured	10.2.2	You have five days to cure non-payment defaults; you have 30 days to cure other defaults that can be cured. (See state specific variations in State Addendum to Franchise Agreement)

Provision	Section in Franchise Agreement	Summary
h. “Cause” defined - defaults which cannot be cured	10.2.2	Non-curable defaults include misuse of Marks, misrepresentation in securing franchise, abandonment for five or more days or failure to locate a substitute site and begin operating from the substitute site within 180 days of expiration or termination of the lease or our consent to your relocation, repeated defaults, unapproved transfer, certain action without our written approval, insolvency, 7% or greater discrepancy in payment of royalties or advertising fees, intentional underreporting of amounts, conviction of criminal conduct, imminent danger to public safety and competition with Franchise Network. (See state specific variations in State Addendum to Franchise Agreement).
i. Your obligations on termination/non-renewal	10.3	Complete de-identification, payment of amounts due, honoring option to purchase or lease, assigning phone numbers, domain names, and more.
j. Assignment of contract by franchisor	9.7	May assign, sell, transfer without notice to or consent by you.
k. “Transfer” by you – definition	3.29, 9	Includes transfer of contract or assets or ownership change.
l. Franchisor’s approval of your transfer	9.2, 9.4	You must obtain our approval subject to the terms of the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor's approval or transfer	9.4	You provide written notice and, if applicable, copies of signed purchase agreement, escrow instructions and your financial statements and tax returns for the previous two years, new franchisee qualifies, transfer fee paid, cure of any defaults, purchase agreement approved, training completed, special release signed, remodeling completed, all outstanding fees brought current, each certificate representing an ownership interest in any transferee entity and/or the bylaws or operating agreement must contain a statement that ownership interests are held subject to the restrictions on transfer provided in the Agreement; and new franchisee signs then current agreement and agrees to spend at least \$6,500 on re-opening promotion.
n. Franchisor's right of first refusal to buy your business	9.3, 10.3, Attachment 3	We have the right to match any offer to buy your business; we have option to replace you as lessee or owner of premises.
o. Franchisor's option to buy your business	9.9, 10.3	Unless required under applicable state law, we have a right to purchase your business and the assets of your business, as well as your franchise, if it is in effect at the time of purchase. We can give you written notice of the repurchase any time during the term and up to 120 days after the termination/expiration of the Franchise Agreement. Repurchase price is the price paid minus depreciation and minus amounts you owe to us.
p. Your death or disability	9.6	Heirs must qualify as franchisees within 60 days, or, if they do not qualify, must sell within 120 days of notice that they do not qualify.
q. Noncompetition covenants during term of franchise	8.6, Attachment 5	No involvement in any Similar Business.

Provision	Section in Franchise Agreement	Summary
r. Noncompetition covenants after franchise is terminated or expires	8.6, Attachment 5	No involvement in Similar Business for two years after termination or expiration and either: a) is not subject to California law and within five miles of any JUICE IT UP!® location or b) is subject to California law, is within five miles of any JUICE IT UP!® location and inherently involves use of Confidential Information or Trade Secrets.
s. Modification of the agreement	12.4	Modification of agreement only by written agreement of the parties; MANUAL may change from time to time.
t. Integration/merger clause	12.6	Only the terms of the written Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and written Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	11.1.1	We and you must arbitrate all disputes in Orange County, California.
v. Choice of forum	11.1.2	Orange County, California.
w. Choice of law	11.1.2	Except for Federal Arbitration Act and other federal law, California law applies, except 1) the provisions respecting non-competition are governed by local law; and 2) Franchise Investment Law applies only if independent jurisdiction exists. You or we are entitled to seek injunction, without posting of bond or showing or proving actual damage, until final determination is made by the court.

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Term of the agreement	3.4.1	Term is the earlier of the term of Area Development Schedule, or until the actual Opening Date for the last scheduled JUICE IT UP!® Unit.

Provision	Section in Area Development Agreement	Summary
b. Renew or extension of the term	4.5.2	No right to renew, but we may negotiate a relatively brief extension in our Business Judgment.
c. Requirements for you to renew or extend	Not Applicable	No right to renew, but we may negotiate a relatively brief extension in our Business Judgment, based on obligations performed, demonstration of financial capability and adherence to Area Development Schedule.
d. Termination by you	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	8	We may terminate unilaterally only upon uncured or non-curable material event of default.
g. “Cause” defined - defaults which can be cured	Not Applicable	Not Applicable
h. “Cause” defined – defaults which cannot be cured	8	Failure to meet Area Development Schedule, failure to make timely payment, attempt to transfer or encumber agreements without written consent or material default of another agreement.
i. Your obligations on termination/non-renewal	8	No further right to develop units in the Development Area.
j. Assignment of contract by franchisor	6	We can assign Area Development Agreement without notice to or consent by you.
k. “Transfer” by you – definition	6	Includes assignment of your interest in agreement or ownership change.
l. Franchisor’s approval of your transfer	6	We have the right to approve all assignments.

Provision	Section in Area Development Agreement	Summary
m. Conditions for franchisor's approval or transfer	6	We may apply conditions from your most-current Franchise Agreement (see previous Item 17 chart). Transfer must be of all Development Units, transfer fee paid, and all outstanding fees brought current.
n. Franchisor's right of first refusal to buy your business	6	We have the right to match any offer to buy your business.
o. Franchisor's option to buy your business	Not Applicable	Not Applicable
p. Your death or disability	Not Applicable	Subject to the same terms as contained in any of your Franchise Agreements, at our option.
q. Noncompetition covenants during term of franchise	7	No involvement in any Similar Business.
r. Noncompetition covenants after franchise is terminated or expires	7 and 10.9	No involvement in Similar Business for two years after termination or expiration and either: a) is not subject to California law and within five miles of any JUICE IT UP!® location or b) is subject to California law, is within five miles of any JUICE IT UP!® location and inherently involves use of Confidential Information or Trade Secrets.
s. Modification of the agreement	10.3	Only by written agreement of parties.
t. Integration/merger clause	10.5	Only the terms of the written Area Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and written Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	7	We and you must arbitrate all disputes in Orange County, California.
v. Choice of forum	7	Subject to the choice of forum provisions of your Franchise Agreement, namely, Orange County, California.

Provision	Section in Area Development Agreement	Summary
w. Choice of law	7	Subject to the choice of law provisions of your Franchise Agreement, namely, except for Federal Arbitration Act and other federal law, California law applies, except 1) the provisions respecting non-competition are governed by local law; and 2) Franchise Investment Law applies only if independent jurisdiction exists. You or we are entitled to seek injunction, without posting of bond or showing or proving actual damage, until final determination is made by the court.

ASSET PURCHASE AGREEMENT

Provision	Section in Asset Purchase Agreement	Summary
a. Term of the agreement	Not Applicable	Not Applicable
b. Renew or extension of the term	Not Applicable	Not Applicable
c. Requirements for you to renew or extend	Not Applicable	Not Applicable
d. Termination by you	12.1	Loss, damage, or destruction to the Assets.
e. Termination by Seller without cause	Not Applicable	Not Applicable
f. Termination by Seller with cause	12.11	Bankruptcy of Buyer.
g. "Cause" defined - defaults which can be cured	Not Applicable	Not Applicable
h. "Cause" defined - defaults which cannot be cured	12.11	Bankruptcy of Buyer.
i. Your obligations on termination/non-renewal	Not Applicable	Not Applicable
j. Assignment of contract by Seller	11.1	No restrictions on Seller's right to transfer; Seller's obligations are terminated upon transfer.

Provision	Section in Asset Purchase Agreement	Summary
k. “Transfer” by you - definition	Not Applicable	Not Applicable
l. Seller’s approval of your transfer	11.2	Seller has the right to approve all transfers at its sole and absolute discretion.
m. Conditions for Seller’s approval or transfer	Not Applicable	Not Applicable
n. Seller’s right of first refusal to buy your business	Not Applicable	Not Applicable
o. Seller’s option to buy your business	Not Applicable	Not Applicable
p. Your death/ disability	Not Applicable	Not Applicable
q. Noncompetition covenants during term	Not Applicable	Not Applicable
r. Noncompetition covenants after franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	12.10	Agreement may only be modified in writing by all parties.
t. Integration/merger clause	12.9	Only the terms of the Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	We and you must arbitrate all disputes in Orange County, California.
v. Choice of forum	12.7	Subject to the forum selection provisions of your Franchise Agreement, namely, Orange County, California.
w. Choice of law	12.7	Subject to the choice of law provisions of your Franchise Agreement, namely, except for Federal Arbitration Act and other federal law, California law applies, except 1) the provisions respecting non-competition are governed by local law; and 2) Franchise Investment Law applies only if independent jurisdiction exists.

Provision	Section in Asset Purchase Agreement	Summary
		You or we are entitled to seek injunction, without posting of bond or showing or proving actual damage, until final determination is made by the court.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATION

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

The following figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the total revenue or total sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the disclosure document, may be one source of this information.

GROUP	Number of Units (1 full year or more)	TOTAL SALES REVENUE RANGE 2023	AVERAGE UNIT VOLUME (SALES) "AUV"	MEDIAN TOTAL SALES REVENUE
Top 20%	15	\$703,346 - \$1,125,648	\$809,890	\$786,334
Top 40%	30	\$552,315- \$ 1,125,648	\$712,087	\$606,369
Top 60%	45	\$469,627- \$1,125,648	\$644,323	\$503,675
Top 80%	61	\$419,869 - \$1,125,648	\$593,360	\$449,504
Bottom 20%	16	\$226,593 - \$414,970	\$352,576	\$366,797
Bottom 40%	32	\$266,593 - \$469,475	\$401,300	\$417,420
Bottom 60%	47	\$266,593-\$552,158	\$435,607	\$446,698
Bottom 80%	62	\$266,593-\$694,381	\$478,835	469,085
All Traditional Units	77	\$266,593 - \$1,125,648	\$543,327	\$502,857
Non-Traditional Units	7	\$200,738 - \$654,774	\$315,976	\$273,913

Notes:

The Table above is based on unaudited reports of Total Sales Revenue (“TSR”) collected by us daily from a POS System used by the 77 franchisee-owned Traditional Units (one of which is operated by our affiliate) and 7 franchisee-owned Non-Traditional Units that were open for the full 12 months of 2023. In the table above, the 77 Traditional Units are divided into the following quintiles: Top 20%, Top 40%, Top 60%, Top 80%, Bottom 20%, Bottom 40%, Bottom 60% and Bottom 80% of Units. The table above shows the lowest and highest TSR and the Average Unit Volume of Sales (“AUV”) within each group. The TSR for the 7 franchisee-owned Non-Traditional Units that were open for the full 12 months of 2023 is presented separately. The total number of Traditional Units and Non-Traditional Units operating at the end of 2023 equaled 88 Units, of which 3 franchisee-owned Traditional Units and 1 franchisee-owned Non-Traditional Unit were operated for less than the full 12 months of 2023 and were therefore not included in the figures above.

With regard to the figures shown in each of the 8 groups comprised of Traditional Units; there are 15 Units in the Top 20% group, with 5 Units (or 33%) at or above the AUV of \$809,890; 30 Units in the Top 40% group, with 13 Units (or 43%) at or above the AUV of \$712,087; 45 Units in the Top 60% group, with 19 Units (or 42%) at or above the AUV of \$644,323; 61 Units in the Top 80% group, with 24 Units (or 39%) at or above the AUV of \$593,360; 16 Units in the Bottom 20% group, with 9 Units (or 56%) at or above the AUV of \$352,576; and 77 Units in the All Traditional Stores category, with 33 Units (or 42%) at or above the AUV of \$543,327. With regard to the figures for the 7 Non-Traditional Units, there was 1 (or 14%) Unit at or above the AUV of \$315,976.

As used herein, “Total Sales Revenue” means the aggregate amount of all sales of JUICE IT UP! products, other items and services made and rendered in connection with the operation of a Unit including sales made at or away from the premises of such Unit, whether for cash or credit, but excluding all federal, state or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing authority. (This definition differs from and should not be confused with, the definition of Adjusted Gross Sales in the Franchise Agreement.) The “Average Unit Volume of Sales” is the sum of the Total Sales Revenue for all Units in that Group divided by the number of Units in the Group.

This information does not consider factors such as the geographic location, operator experience, investment costs or market conditions, related to the Units included in any given Group.

Some JUICE IT UP!® Units have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.

Written substantiation for the financial performance representations made herein will be made available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make financial performance representations either orally or in writing. If you are purchasing an existing unit, however, we may provide you with the actual records of that unit. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our Chief Executive Officer and President, Susan Taylor at 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660, (949) 475-0146 ext. 224, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**Systemwide Outlet Summary
For Years 2021 to 2023**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at Start of the Year	Column 4 Outlets at End of the Year	Column 5 Net Change
Franchised	2021	78	78	0
	2022	78	83	+5
	2023	83	87	+4
Company-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Totals	2021	79	79	0
	2022	79	84	+5
	2023	84	88	+4

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 to 2023**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
California	2021	3
	2022	8
	2023	5
All Other States	2021	0
	2022	0
	2023	0
Total	2021	3
	2022	8
	2023	5

Table No. 3**Status of Franchised Outlets* For Years 2021 to 2023**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Re-acquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
Arizona	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
California	2021	72	2	2	0	0	0	72
	2022	72	9	2	0	0	1	78
	2023	78	3	0	0	0	0	81
New Mexico	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Oregon	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Texas	2021	3	0	0	0	0	0	3
	2022	3	0	1	0	0	0	2
	2023	2	0	0	0	0	0	2
Totals	2021	78	2	2	0	0	0	78
	2022	78	9	3	0	0	1	83
	2023	83	4	0	0	0	0	87

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

** This table does not reflect activity involving franchisees who signed Franchise Agreements but never opened a store before the franchise relationship ended.

Table No. 4**Status of Company-Owned Outlets For Years 2021 to 2023**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 9 Outlets at End of the Year
California	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Totals	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

Table No. 5

Projected Openings as of December 30, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	2	1	0
California	18	8	0
Total	20	9	0

Exhibit D-1 lists the name of all of our franchisees and area developer(s) as of our most recent fiscal year ended December 30, 2023 and the addresses and telephone number of their Units. Exhibit D-2 lists the name, city and state, and current phone number of all franchisees who had an outlet terminated, cancelled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our 2023 fiscal year or who have not communicated with us within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the **JUICE IT UP!®** franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We may from time to time request input from a Franchise Advisory Council composed of franchisees that we select to participate with us in strategic planning, communication, and execution of the marketing plans and initiatives to support the **JUICE IT UP!®** brand. This is not a decision-making body, but an informal advisory group to provide us with feedback and input. We currently have no specific contact information for this group.

There are no independent trademark-specific franchisee organizations associated with the franchise system being offered that have asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Our audited financial statements for the periods ended December 30, 2023, December 31, 2022, and December 25, 2021 are in Exhibit B. Our fiscal year ends on the last Saturday in December.

ITEM 22

CONTRACTS

<u>Exhibit</u>	<u>Agreement</u>
C-1	Franchise Agreement & Attachments
C-2	Area Development Agreement & Attachments
C-4	Statement of Prospective Franchisee
C-5	Addendum for Qualified Veterans
E	Asset Purchase Agreement

ITEM 23

RECEIPT

You will find copies of detachable receipt pages in Exhibits G-1 and G-2 at the very end of this disclosure document.

EXHIBITS A
TO THE DISCLOSURE DOCUMENT STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

STATE FRANCHISE LAW ADMINISTRATORS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677) www.dfpi.ca.gov ask.dfpi@ca.gov	Commissioner of Department of Financial Protection and Innovation
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South 2nd Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce

State	State Agency	Agent for Service of Process
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Attn: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 14 th Floor, Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance/Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	Director of South Dakota Division of Insurance
VIRGINIA	Clerk of the State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B
TO THE DISCLOSURE DOCUMENT FINANCIAL STATEMENTS

SJB Brands, LLC

Financial Report
December 30, 2023

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Independent Auditor's Report

To the Member of
SJB Brands, LLC

Opinion

We have audited the financial statements of SJB Brands, LLC (the Company), which comprise the balance sheets as of December 30, 2023 and December 31, 2022, and the related statements of operations, changes in member's equity, and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company, as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company ability to continue as a going concern for one year after the date that the financial statements are issued (or when applicable, one year after the date that the financial statements are available to be issued).

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The Member of
SJB Brands, LLC

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
March 20, 2024

SJB Brands, LLC
Balance Sheets
December 30, 2023 and December 31, 2022

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 640,966	\$ 935,240
Accounts receivable, net	85,466	61,911
Related party receivable	522,400	391,548
Other current assets	30,581	37,694
Total current assets	1,279,413	1,426,393
NONCURRENT ASSETS		
Property and equipment, net	26,406	48,280
Other assets	156,597	109,895
Note receivable from related party	313,173	313,173
Intangible assets, net	2,658,239	2,765,850
Goodwill	2,452,795	2,452,795
Total noncurrent assets	5,607,210	5,689,993
TOTAL ASSETS	\$ 6,886,623	\$ 7,116,386
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 29,236	\$ 57,067
Deferred revenue	397,143	440,967
Accrued expenses	157,503	131,920
Deferred interest	1,789	13,887
Notes payable, current	508,589	1,506,075
Total current liabilities	1,094,260	2,149,916
LONG-TERM LIABILITIES		
Deferred revenue	662,209	513,671
Notes payable, long-term	2,611,435	1,599,691
Total liabilities	4,367,904	4,263,278
MEMBER'S EQUITY		
Member's equity	2,518,719	2,853,108
TOTAL LIABILITIES AND MEMBER'S EQUITY	\$ 6,886,623	\$ 7,116,386

The Notes to Financial Statements
are an integral part of these statements.

SJB Brands, LLC
Statements of Operations
Fiscal Years Ended December 30, 2023 and December 31, 2022

	2023	2022
REVENUES		
Royalty fees	\$ 2,517,888	\$ 2,593,843
Marketing fees	836,778	870,271
Initial franchise fees	77,021	50,891
Licensing fees	187,813	215,564
Transfer fees	28,857	29,965
Gift card and loyalty card sales	-	5,283
Annual meeting revenue	44,500	49,000
Miscellaneous fees	25	100
Total revenues	3,692,882	3,814,917
OPERATING EXPENSES		
Compensation and benefits	1,691,786	1,746,350
Marketing	886,953	924,788
Depreciation and amortization	132,066	136,135
Office expense	671,319	667,646
Facilities	67,108	65,679
Professional services	334,252	311,871
Utilities and services	24,167	28,661
Franchise support	64,138	58,297
Travel and entertainment	48,956	55,151
Severance	-	16,331
Research and development	6,834	14,918
Total operating expenses	3,927,579	4,025,827
Loss from operations	(234,697)	(210,910)
OTHER INCOME (EXPENSE)		
Interest expense, net	(237,067)	(156,613)
Other expense	-	(5,287)
Other income	134,495	109,374
Loss on sale of property and equipment	9,680	-
Gain on note payable	-	221,707
Total other income (expense)	(92,892)	169,181
Loss before taxes	(327,589)	(41,729)
Provision for state income taxes	6,800	6,950
NET LOSS	<u><u>\$ (334,389)</u></u>	<u><u>\$ (48,679)</u></u>

The Notes to Financial Statements
are an integral part of these statements.

SJB Brands, LLC
Statements of Changes in Member's Equity
Fiscal Years Ended December 30, 2023 and December 31, 2022

BALANCE, December 25, 2021	\$ 2,901,787
Net loss	<u>(48,679)</u>
BALANCE, December 31, 2022	2,853,108
Net loss	<u>(334,389)</u>
BALANCE, December 30, 2023	<u><u>\$ 2,518,719</u></u>

The Notes to Financial Statements
are an integral part of these statements.

SJB Brands, LLC
Statements of Cash Flows
Fiscal Years Ended December 30, 2023 and December 31, 2022

	2023	2022
OPERATING ACTIVITIES		
Net loss	\$ (334,389)	\$ (48,679)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	132,066	136,135
Gain on forgiveness of note payable	-	(227,707)
Changes in operating assets and liabilities:		
Accounts receivable	(23,555)	10,852
Related party receivable	(130,852)	3,031
Other current assets	7,113	(178,375)
Other assets	(46,702)	(45,214)
Accounts payable	(27,831)	(45,597)
Deferred revenue	104,714	225,464
Accrued expense	25,583	50,288
Deferred interest	(12,098)	(43,874)
Net cash used in operating activities	(305,951)	(163,676)
INVESTING ACTIVITIES		
Proceeds from sale of asset	-	50,000
Net cash provided by investing activities	-	50,000
FINANCING ACTIVITIES		
Proceeds from borrowing on notes payable	1,511,677	-
Repayments of notes payable	(1,500,000)	(77,460)
Net cash provided by (used in) financing activities	11,677	(77,460)
Net change in cash and cash equivalents	(294,274)	(191,136)
CASH AND CASH EQUIVALENTS, beginning of year	935,240	1,126,376
CASH AND CASH EQUIVALENTS, end of year	\$ 640,966	\$ 935,240
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest	\$ 237,067	\$ 156,613
Cash paid for income taxes	\$ 6,800	\$ 6,950

The Notes to Financial Statements
are an integral part of these statements.

SJB Brands, LLC

Notes to Financial Statements

Note 1. Nature of Operations

SJB Brands, LLC, (the Company) is a Delaware limited liability company formed on January 2, 2018 to acquire the assets of the Juice It Up! ® Brand and franchise system on February 6, 2018. The Company franchises smoothie, bowl, and raw juice bars, which sell a variety of smoothies, super-fruit bowls and raw juices to guests in California and the western United States.

All of the Company's franchised locations operate under the Juice It Up! ® Brand. As of December 30, 2023 and December 31, 2022, there were 87 and 83 franchised locations, respectively. There was 1 corporate owned store as of December 30, 2023 and December 31, 2022.

The Company's fiscal year is 52 or 53 weeks and ends on the last Saturday in December.

Note 2. Summary of Significant Accounting Policies

This summary of significant accounting policies of the Company are presented to assist in understanding the Company's financial statements. The statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America (GAAP).

Use of Estimates

The preparation of the Company's financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ materially from those estimates. Significant estimates include the valuation of the fair value of the assets acquired and liabilities assumed.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. Included in cash and cash equivalents is cash restricted for use for marketing purposes only. The cash balance for the marketing bank account was \$59,293 and \$24,084 at December 30, 2023 and December 31, 2022.

Accounts Receivable

Trade accounts receivable are stated at the amount the Company expects to collect from outstanding balances. The Company provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts.

The Company recognizes an allowance for losses on accounts receivable in an amount equal to the current expected credit loss. The estimation of the allowance is based on an analysis of historical loss experience, current receivables aging, and management's assessment of current conditions and reasonable and supportable expectation of future conditions, as well as an assessment of specifically identifiable customer accounts considered at risk or uncollectible. Accounts receivable balances that are still outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable.

The allowance for doubtful accounts balance was \$0 as of December 30, 2023 and December 31, 2022.

SJB Brands, LLC

Notes to Financial Statements

Inventory

Inventory consist of marketing and promotional supplies for franchisees and are stated at the lower of cost or net realizable value. Inventory costs are determined using the first-in, first-out method.

Intangible Assets and Goodwill

Intangible assets are amortized using the straight-line method over their estimated useful lives. The recoverability of intangible assets is periodically reviewed to determine whether adjustments are needed to carrying values.

The Company recorded goodwill as a result of the excess cost of the consideration over the fair value of the identifiable assets acquired and liabilities assumed in the business combination that occurred during fiscal period ended December 29, 2018. No additions to goodwill were recorded during the fiscal years ended December 30, 2023 and December 31, 2022. The goodwill is not amortized but tested for impairment at least on an annual basis or if there are indications the goodwill might be impaired. An impairment charge is recognized if the carrying amount of the goodwill exceeds its recoverable amount. The recoverable amount may be estimated using various methods.

The Company's intangible assets at December 30, 2023 and December 31, 2022 were as follows:

	Estimated Useful Lives (in years)	2023	2022
Non-compete agreement	5	\$ 40,000	\$ 40,000
Franchise system	36	2,890,000	2,890,000
Trademarks and tradenames	15	400,000	400,000
		3,330,000	3,330,000
Less accumulated amortization		(671,761)	(564,150)
Intangible assets, net		<u>\$ 2,658,239</u>	<u>\$ 2,765,850</u>

Amortization expense recorded for definite life intangibles for the fiscal years ended December 30, 2023 and December 31, 2022 was \$110,192 and \$114,945, respectively.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset may not be recoverable. The Company measures recoverability of assets to be held and used by comparing the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recorded in the amount by which the carrying amount of the asset exceeds the fair value of the asset.

SJB Brands, LLC

Notes to Financial Statements

The reviews of long-lived assets require making estimates regarding amount and timing of projected cash flows to be generated by an asset or asset group over an extended period of time. Management's judgment regarding the existence of circumstances that indicate impairment is based on numerous potential factors including, but not limited to, a decline in future projected cash flows, a decision to suspend operations of a business line for an extended period of time, a sustained decline in market prices, or a significant adverse change in legal or regulatory factors or the business climate. Significant management judgment is required in determining the fair value of long-lived assets to measure impairment, including projections of future cash flows. Fair value is determined through various valuation techniques including discounted cash flow models, market values and third-party independent appraisals, as considered necessary. Changes in estimates of fair value could result in a write-down of assets in future periods.

During the fiscal years ended December 30, 2023 and December 31, 2022, the Company did not record any impairment to its intangibles or goodwill.

Income Taxes

The Company is not a tax paying entity for federal income tax purposes. The results of the Company's operations are included in the tax filings of its member. No provision for income tax expense has been included in the accompanying financial statements except for the applicable California franchise tax.

Advertising Costs

The Company typically expenses advertising costs as they are incurred. Advertising expense was approximately \$887,000 and \$925,000 for the fiscal years ended December 30, 2023 and December 31, 2022, respectively.

Revenue Recognition

Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (ASC 606) provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The core principle of ASC 606 is built on the contract between a vendor and a customer for the provision of goods and services and attempts to depict the exchange of rights and obligations between the parties in the pattern of revenue recognition based on the consideration to which the vendor is entitled. To accomplish this objective, the standard requires five basic steps: (i) identify the contract with the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, (v) recognize revenue when (or as) the entity satisfies a performance obligation. The standard does not change the recognition of royalties from stores operated by franchisees or licensed to affiliates and developmental licensees, which are based on a percent of sales and recognized at the time the underlying sales occur. The standard does change the timing in which the Company recognizes initial, renewal, and transfer fees from franchisees for new location openings and/or new or renewed franchise terms.

SJB Brands, LLC

Notes to Financial Statements

Initial Franchise Fees

Initial franchise fees consist of initial fees paid by franchisees at the start of the agreement, area development fees, and renewal fees. The fixed non-refundable fee, as determined by the signed development and/or franchise agreement, is due at the time the development agreement is entered into, and/or when the franchise agreement is signed, and does not include a finance component. Initial franchise fees are made up of performance obligations for training, access to plans, access to vendors and Company specific pricing, area exclusivity, and the right to use the Company's intellectual property over the term of the agreement. In accordance with ASC 606, the initial franchise services or exclusivity of the development agreements, are not distinct from the continuing rights or services offered during the term of the franchise agreement and are therefore treated as a single performance obligation. As such, initial franchise and development fees received, and subsequent renewal fees, are recognized over the term of the franchise agreement, which is typically 10 years. The Company offers a discounted renewal to incentivize future renewals after the end of the initial franchise term. This performance obligation is satisfied over the renewal term, which is typically 5 years, while payment is fixed and due at the time the renewal is signed. The Company also charges a transfer fee to the franchisees for the transfer of their franchise to another party and is recognized over the term of the franchise agreement, which is typically 10 years.

Royalty Income and Marketing Fee

Franchise royalties and marketing fees are based upon a percentage of adjusted gross sales of the franchisee. The sales-based royalty fees and sales-based marketing fees are considered variable consideration and will continue to be recognized as revenue as such sales are earned by the franchisees. The sales-based royalty fee qualifies for the royalty constraint exception and does not require an estimate of future transaction price. The Company earns a royalty fee and marketing fee from its franchisees. The royalty fee is approximately 6% from each franchised store's adjusted gross sales. The marketing fees are approximately 2% from each franchised store's adjusted gross sales. Marketing fees charged to customers that are spent on marketing and advertising costs are recorded gross as prescribed by ASC 606.

Deferred Revenue

Deferred revenue represents gift cards sold and deferred revenue from initial franchise fees and transfer fees as discussed above. Revenue on the sale of gift cards are deferred until the time of redemption. The Company's deferred revenue at December 30, 2023 and December 31, 2022 were as follows:

	2023	2022
Gift card deferred revenue	\$ 288,368	\$ 354,026
Deferred revenue from initial franchise and transfer fees	770,984	600,612
	<u>\$ 1,059,352</u>	<u>\$ 954,638</u>

Deferred Interest

The Company recognizes interest expense on outstanding notes using the effective interest method. Interest expense recognized in the accompanying statement of operations that differs from the stated interest rates on outstanding notes are recorded in deferred interest on the accompanying balance sheets.

SJB Brands, LLC

Notes to Financial Statements

Seasonal Business

Franchisee operations are seasonal. As such, franchise fees paid to the Company may vary substantially from month to month.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation of property and equipment is provided using the straight-line method for financial reporting purposes at rates based on the following estimated useful lives:

	Estimated Useful Lives (in years)	2023	2022
Machinery and equipment	5	\$ 30,791	\$ 30,791
Furniture and fixtures	5	3,985	3,985
Vehicles	5	62,049	72,049
		96,825	106,825
Less accumulated depreciation		(70,419)	(58,545)
Property and equipment, net		<u>\$ 26,406</u>	<u>\$ 48,280</u>

Replacements, betterments, and additions to property and equipment are capitalized at cost. Expenditures for repairs and maintenance are expensed as incurred. The cost of assets disposed of and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains or losses resulting from property disposals are credited or charged to operations.

Depreciation expense on property and equipment was \$21,874 and \$21,191 for the fiscal years ended December 30, 2023 and December 31, 2022, respectively.

Research and Development

The Company expenses research and development costs in the period in which they are incurred. The cost for the fiscal years ended December 30, 2023 and December 31, 2022 was approximately \$7,000 and \$15,000, respectively and are included in operating expenses in the accompanying statement of operations.

Reclassification

Certain reclassifications have been made to the 2022 financial statements to conform to the 2023 financial statements presentation. These reclassifications had no effect on reported results of operations.

SJB Brands, LLC

Notes to Financial Statements

Recently Adopted Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, Leases) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of consolidated financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

Starting on January 1, 2022 (the "transition date"), with the adoption of Accounting Standards Update ("ASU") 2016-02, Leases (Topic 842), once the Company has determined an arrangement is a long-term lease (with a remaining lease term greater than 12 months), at transition date it recognizes a right of use asset ("ROU asset") and lease liability based on the present value of the lease payments over the lease term. For all other leases, the Company has elected the short-term exception not to recognize lease assets and liabilities. As of December 30, 2023 the only leases the Company has are month to month and has no asset or liability required to be recorded.

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-13, "Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASU 2016-13")", which replaced the current incurred loss impairment methodology for measurement of credit losses on financial instruments, including the Company's accounts receivable, with a methodology (the "current expected credit losses model" or "CECL model") that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. Under the CECL model, the allowance for losses on financial assets, measured at amortized cost, reflects management's estimate of credit losses over the remaining expected life of such assets. The Company adopted ASU 2016-13 as of January 1, 2023 using the modified retrospective method, and the adoption did not have a material impact on its consolidated financial statements.

Note 3. Related Party Relationships and Transactions

The Company is a wholly owned subsidiary of Juice It Up Holdings, LLC. During the fiscal years ended December 30, 2023 and December 31, 2022 the Company paid \$6,800 and \$6,950, respectively, in state franchise tax on behalf of Juice It Up Holdings, LLC.

The Company engaged Britt Management, LLC and Jupiter Advisors LLC in general executive and management services, assistance with brand and system strategies, assistance with business and franchise development, marketing functions, financing strategies, and human resource functions for the Company. Britt Management and Jupiter Advisors are investors in Juice It Up Holdings, LLC. For the fiscal years ended December 30, 2023 and December 31, 2022, the Company incurred approximately \$200,000 and \$200,000, respectively in advisory fees to Britt Management and Jupiter Advisors. This amount is included in professional services in the accompanying statements of operations. The Company also had accounts payable due to these applicable parties of \$0 and \$16,667 as of December 30, 2023 and December 31, 2022, respectively which is recorded in accounts payable. Beginning in FY 2020 and beyond the fees will be equal to \$16,667 per month or \$200,004 annually split evenly between Britt Management and Jupiter advisors. The Company also started paying \$2,000 monthly to Jupiter Holdings, LLC for rent expense starting March 2020, total rent paid to related party was \$24,000 and \$24,000 for the fiscal years ended December 30, 2023 and December 31, 2022, respectively.

SJB Brands, LLC

Notes to Financial Statements

The Company paid for several expenses on behalf of SJB Brands Development, LLC an affiliate under common ownership, included in other current assets the total receivable balance due was approximately \$507,000 and \$375,800 for the fiscal years ended December 30, 2023 and December 31, 2022, respectively.

In fiscal year 2020 the Company paid for construction of a corporate store on behalf of an affiliate entity under common control in the amount of \$313,173. In fiscal year 2021 the Company received a promissory note from affiliated entity related to this balance due. The note matures in January of 2026 and accrues interest at 2%. The note is presented in the current and prior years financial statements as a note receivable from related party.

In fiscal year 2023 the Company received a promissory note from a related party, see note 4. During the year the Company engaged in related party rent transactions with Jupiter Advisors LLC, see note 6.

Note 4. Notes Payable

In February 2018, the Company entered into a loan agreement. The Company issued a note payable for \$3,000,000 as part of an Asset Purchase Agreement. On September 11, 2019 the Seller amended the notes payable agreement that extended the maturity date to February 1, 2023. Further an amendment was obtained in February 2022 to extend through May 2023. and in April 2023 to extend through May 2025. The terms of the loan allows monthly payments of interest only commencing March 1, 2018 and continuing on through and including February 1, 2023 for a total of 60 payments. The loan bears interest at 3% per annum for the first year, 4% per annum for the next two years, and 6% thereafter. The Company entered into a forbearance agreement on April 24, 2020, all payment obligations due under the note from April 1, 2020 through May 31, 2020, together with interest thereon at the note rate, shall be due and payable on the maturity date. At December 30, 2023 the principal balance was \$1,500,000. The Company recognizes the related interest expense using the effective interest method of 4.5% over the life of the note. Interest recognized in excess of the stated rate at December 30, 2023 and December 31, 2022 is included in deferred interest on the accompanying balance sheets. The loan agreement is collateralized by substantially all the assets of the Company. In April 2023, the Company amended the promissory note to extend the maturity date from May 1, 2023 to May 1, 2025 and require partial repayment. The terms of the amendment require a principal payment of \$1,500,000 on or before May 1, 2023, along with an increase in the interest rate to 9% for the remaining principal balance. Further, a second payment of \$500,000 is due on May 1, 2024 with the remaining balance due at the date of maturity of May 1, 2025. Total outstanding balance on the seller note is \$1,500,000.

In April 2023, the Company borrowed \$1,511,677 from Juice It Up Holdings II, LLC, a related entity under common ownership. The terms of the note are all payment obligations due under the note shall be due and payable on May 1, 2026 (the "Maturity Date"). The interest rate on the Note shall be 9% per annum, payable monthly on the first of each month. At December 30, 2023 the outstanding principal balance was \$1,511,677.

In February 2021, the Company entered into a promissory note for \$221,707. In accordance with the requirements of the CARES Act, the Company expects to use the proceeds from the loan exclusively for the qualified expenses under the PPP, including payroll costs, rent and utility costs, as further detailed in the CARES Act and applicable guidance issued by the SBA. Interest will accrue on the outstanding balance of the PPP Loan at a rate of 1.00% per annum. The PPP loan was forgiven in fiscal year 2022 and has been recorded as a gain on forgiveness of note payable in the accompanying statement of operations.

SJB Brands, LLC

Notes to Financial Statements

In June 2020, the Company entered into a loan agreement under the SBA (Small Business Act). The Company issued a note payable for \$106,900. The terms of the loan allows monthly payments including principal and interest of \$521 monthly and will begin 12 months from the date of the note. The balance of principal and interest will be payable Thirty (30) years from the date of the promissory Note. Interest will accrue at the rate of 3.75% per annum and will accrue only on funds actually advanced from the date(s) of each advance. At December 30, 2023 and December 31, 2022 the outstanding principal balance was \$106,900. The loan agreement is collateralized by substantially all the assets of the Company.

The future minimum principal payments are as follows:

Years Ending	Amount
2024	\$ 508,589
2025	1,002,610
2026	1,514,599
2027	2,813
2028	2,929
Thereafter	88,484
	<u>\$ 3,120,024</u>

Note 5. Profit Sharing Plan

The Company's employees are covered by a 401(k)-profit sharing plan (the Plan) which covers substantially all employees of the Company. Under the Plan, participating employees may elect to defer a percentage of their salary, subject to Internal Revenue Code limits. The Company may make a discretionary match as well as a discretionary contribution. For the fiscal years ended December 30, 2023 and December 31, 2022, the Company did not make any contributions to the Plan.

Note 6. Commitments and Contingencies

Lease Commitments

The Company had entered into non-cancellable lease agreements with a related party Jupiter which expired in March 2021. The lease required minimum monthly rent payments and operating expense charges. The Company obtained a new office lease during 2021, which is on a month-to-month basis at \$3,100 per month. The Company recorded rent expense of approximately \$66,000 and \$75,000 for the fiscal years ended December 30, 2023 and December 31, 2022, respectively.

SJB Brands, LLC

Notes to Financial Statements

Management Services Agreement

As disclosed in Note 3, the Company entered into a Management Services Agreement with Britt Management and Jupiter Advisors to provide various executive management duties through 2028.

The future minimum commitments are as follows:

Years Ending	Amount
2023	\$ 200,004
2024	200,004
2025	200,004
2026	200,004
2027	200,004
Thereafter	200,004
	<u>\$ 1,200,024</u>

Note 7. Transactions with Entities under Common Control

In October of 2018, the Financial Accounting Standards Board (FASB) under the Private Company Council (PCC) issued Accounting Standard Update (ASU) 2018-17 "Targeted Improvements to Related Party Guidance to Variable Interest Entities." The ASU goes into effect for private companies for fiscal years beginning after December 15, 2020 but early adoption is allowed. The guidance allows a private company reporting entity to eliminate evaluating for variable interests in its relationships with other private company related parties under common control of another private company if the reporting entity does not have a direct or indirect controlling financial interest in the related party private company.

The Company, a private company, early adopted the ASU and as such has not evaluated its variable interest entity relationship with SJB Brands Development, LLC which is a private company under the control of a private company, and the Company does not have any direct or indirect controlling financial interest in them.

As described in Note 3 to the financial statements, the Company paid costs on behalf of and has a receivable balance from SJB Brands Development, LLC.

Note 8. Subsequent Events

In accordance with ASC 855, "Subsequent Events", the Company evaluated all material events or transactions that occurred after December 30, 2023, the balance sheet date, through March 20, 2024, the date the financial statements were issued, and determined no additional events or transactions which would materially impact the financial statements.

SJB Brands, LLC

Financial Report
December 31, 2022

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Independent Auditor's Report

To the Member of
SJB Brands, LLC

Opinion

We have audited the financial statements of SBJ Brands, LLC (the Company), which comprise the balance sheets as of December 31, 2022 and December 25, 2021, and the related statements of operations, changes in member's equity, and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company, as of December 31, 2022 and December 25, 2021, and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company ability to continue as a going concern for one year after the date that the financial statements are issued (or when applicable, one year after the date that the financial statements are available to be issued).

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The Member of
SJB Brands, LLC

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
April 17, 2023

SJB Brands, LLC
Balance Sheets
December 31, 2022 and December 25, 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 935,240	\$ 1,126,376
Accounts receivable, net	61,911	72,763
Inventory	-	3,031
Assets held for sale	-	50,000
Related party notes	414,744	236,369
Total current assets	1,411,895	1,488,539
NONCURRENT ASSETS		
Property and equipment, net	48,280	69,471
Other assets	124,393	79,179
Note receivable from related party	313,173	313,173
Intangible assets, net	2,765,850	2,880,795
Goodwill	2,452,795	2,452,795
Total noncurrent assets	5,704,491	5,795,413
TOTAL ASSETS	<u>\$ 7,116,386</u>	<u>\$ 7,283,952</u>
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 57,067	\$ 102,665
Deferred revenue	440,967	368,651
Accrued expenses	131,920	81,632
Deferred interest	13,887	57,761
Notes payable, current	1,506,075	84,642
Total current liabilities	2,149,916	695,351
LONG-TERM LIABILITIES		
Deferred revenue	513,671	360,523
Notes payable, long-term	1,599,691	3,326,291
Total liabilities	4,263,278	4,382,165
MEMBER'S EQUITY		
Member's equity	2,853,108	2,901,787
TOTAL LIABILITIES AND MEMBER'S EQUITY	<u>\$ 7,116,386</u>	<u>\$ 7,283,952</u>

The Notes to Financial Statements
are an integral part of these statements.

SJB Brands, LLC
Statements of Operations
Fiscal Years Ended December 31, 2022 and December 25, 2021

	2022	2021
REVENUES		
Royalty fees	\$ 2,593,843	\$ 2,435,760
Marketing fees	870,271	811,920
Initial franchise fees	50,891	32,875
Licensing fees	215,564	186,253
Transfer fees	29,965	20,758
Gift card and loyalty card sales	5,283	8,676
Miscellaneous fees	100	75
Total revenues	3,765,917	3,496,317
OPERATING EXPENSES		
Compensation and benefits	1,746,350	1,308,071
Marketing	924,788	760,029
Depreciation and amortization	136,135	137,676
Office expense	618,646	529,913
Facilities	65,679	74,905
Professional services	311,871	298,421
Utilities and services	28,661	23,618
Franchise support	58,297	29,801
Travel and entertainment	55,151	20,977
Severance	16,331	62,104
Research and development	14,918	1,757
Total operating expenses	3,976,827	3,247,272
Income (loss) from operations	(210,910)	249,045
OTHER INCOME (EXPENSE)		
Interest expense, net	(156,613)	(179,929)
Other expense	(5,287)	(6,570)
Other income	109,374	-
Loss on sale of property and equipment	-	(17,157)
Impairment of asset held for sale	-	(87,207)
Gain on note payable	221,707	221,700
Total other income (expense)	169,181	(69,163)
Income (loss) before taxes	(41,729)	179,882
Provision for state income taxes	6,950	6,950
NET INCOME (LOSS)	<u>\$ (48,679)</u>	<u>\$ 172,932</u>

The Notes to Financial Statements
are an integral part of these statements.

SJB Brands, LLC
 Statements of Changes in Member's Equity
 Fiscal Years Ended December 31, 2022 and December 25, 2021

BALANCE, December 26, 2020	\$ 2,728,855
Net income	<u>172,932</u>
BALANCE, December 25, 2021	\$ 2,901,787
Net loss	<u>(48,679)</u>
BALANCE, December 31, 2022	<u><u>\$ 2,853,108</u></u>

The Notes to Financial Statements
 are an integral part of these statements.

SJB Brands, LLC
Statements of Cash Flows
Fiscal Years Ended December 31, 2022 and December 25, 2021

	2022	2021
OPERATING ACTIVITIES		
Net income (loss)	\$ (48,679)	\$ 172,932
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	136,136	137,676
Loss on disposal of assets	-	17,157
Impairment of asset held for sale	-	87,207
Gain on forgiveness of note payable	(227,707)	(221,700)
Changes in operating assets and liabilities:		
Accounts receivable	10,852	17,873
Inventory	3,031	8,312
Other current assets	(178,375)	(129,021)
Other assets	(45,214)	(44,002)
Accounts payable	(45,598)	(310)
Deferred revenue	225,464	321,061
Accrued expense	50,288	20,814
Net cash provided by (used in) operating activities	(163,676)	387,999
INVESTING ACTIVITIES		
Purchase of property and equipment	-	(252,834)
Proceeds from sale of asset	50,000	171,965
Net cash provided by (used in) investing activities	50,000	(80,869)
FINANCING ACTIVITIES		
Proceeds from borrowing on notes payable	-	221,707
Repayments of notes payable	(77,460)	(22,407)
Net cash provided by (used in) financing activities	(77,460)	199,300
Net change in cash and cash equivalents	(191,136)	506,430
CASH AND CASH EQUIVALENTS, beginning of year	1,126,376	619,946
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 935,240</u>	<u>\$ 1,126,376</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest	<u>\$ 156,613</u>	<u>\$ 179,929</u>
Cash paid for income taxes	<u>\$ 6,950</u>	<u>\$ 6,950</u>

The Notes to Financial Statements
are an integral part of these statements.

SJB Brands, LLC

Notes to Financial Statements

Note 1. Nature of Operations

SJB Brands, LLC, (the Company) is a Delaware limited liability company formed on January 2, 2018 to acquire the assets of the Juice It Up! ® Brand and franchise system on February 6, 2018. The Company franchises smoothie, bowl, and raw juice bars, which sell a variety of smoothies, super-fruit bowls and raw juices to guests in California and the western United States.

All of the Company's franchised locations operate under the Juice It Up! ® Brand. As of December 31, 2022 and December 25, 2021, there were 83 and 78 franchised locations, respectively. There was 1 corporate owned store as of December 31, 2022 and December 25, 2021.

The Company's fiscal year is 52 or 53 weeks and ends on the last Saturday in December.

Note 2. Summary of Significant Accounting Policies

This summary of significant accounting policies of the Company are presented to assist in understanding the Company's financial statements. The statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America (GAAP).

Use of Estimates

The preparation of the Company's financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ materially from those estimates. Significant estimates include the valuation of the fair value of the assets acquired and liabilities assumed.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. Included in cash and cash equivalents is cash restricted for use for marketing purposes only. The cash balance for the marketing bank account was \$24,084 and \$109,148 at December 31, 2022 and December 25, 2021.

Accounts Receivable

Trade accounts receivable are stated at the amount the Company expects to collect from outstanding balances. The Company provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Accounts receivable balances that are still outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. The allowance for doubtful accounts balance was \$0 as of December 31, 2022 and December 25, 2021.

SJB Brands, LLC

Notes to Financial Statements

Inventory

Inventory consist of marketing and promotional supplies for franchisees and are stated at the lower of cost or net realizable value. Inventory costs are determined using the first-in, first-out method.

Assets Held for Sale

In December 2020, the Company listed its Santa Ana restaurant location for sale. Accordingly, the Company has designated this property as an asset held for sale and recorded the fair value of this property in the aggregate amounts of \$0 and \$50,000 as "Asset held for sale" on the Company's Balance Sheet's at December 31, 2022 and December 25, 2021, respectively.

Intangible Assets and Goodwill

Intangible assets are amortized using the straight-line method over their estimated useful lives. The recoverability of intangible assets is periodically reviewed to determine whether adjustments are needed to carrying values.

The Company recorded goodwill as a result of the excess cost of the consideration over the fair value of the identifiable assets acquired and liabilities assumed in the business combination that occurred during fiscal period ended December 29, 2018. No additions to goodwill were recorded during the fiscal years ended December 31, 2022 and December 25, 2021. The goodwill is not amortized but tested for impairment at least on an annual basis or if there are indications the goodwill might be impaired. An impairment charge is recognized if the carrying amount of the goodwill exceeds its recoverable amount. The recoverable amount may be estimated using various methods.

The Company's intangible assets at December 31, 2022 and December 25, 2021 were as follows:

	Estimated Useful Lives (in years)	2022	2021
Non-Compete agreement	5	\$ 40,000	\$ 40,000
Franchise system	36	2,890,000	2,890,000
Trademarks and tradenames	15	400,000	400,000
		3,330,000	3,330,000
Less accumulated amortization		(564,150)	(449,205)
Intangible assets, net		<u>\$ 2,765,850</u>	<u>\$ 2,880,795</u>

Amortization expense recorded for definite life intangibles for the fiscal years ended December 31, 2022 and December 25, 2021 was \$114,945 and \$114,945, respectively.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset may not be recoverable. The Company measures recoverability of assets to be held and used by comparing the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recorded in the amount by which the carrying amount of the asset exceeds the fair value of the asset.

SJB Brands, LLC

Notes to Financial Statements

The reviews of long-lived assets require making estimates regarding amount and timing of projected cash flows to be generated by an asset or asset group over an extended period of time. Management's judgment regarding the existence of circumstances that indicate impairment is based on numerous potential factors including, but not limited to, a decline in future projected cash flows, a decision to suspend operations of a business line for an extended period of time, a sustained decline in market prices, or a significant adverse change in legal or regulatory factors or the business climate. Significant management judgment is required in determining the fair value of long-lived assets to measure impairment, including projections of future cash flows. Fair value is determined through various valuation techniques including discounted cash flow models, market values and third-party independent appraisals, as considered necessary. Changes in estimates of fair value could result in a write-down of assets in future periods.

During the fiscal years ended December 31, 2022 and December 25, 2021, the Company did not record any impairment to its intangibles or goodwill.

Income Taxes

The Company is not a tax paying entity for federal income tax purposes. The results of the Company's operations are included in the tax filings of its member. No provision for income tax expense has been included in the accompanying financial statements except for the applicable California franchise tax.

Advertising Costs

The Company typically expenses advertising costs as they are incurred. Advertising expense was approximately \$925,000 and \$760,000 for the fiscal years ended December 31, 2022 and December 25, 2021, respectively.

Revenue Recognition

Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (ASC 606) provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The core principle of ASC 606 is built on the contract between a vendor and a customer for the provision of goods and services and attempts to depict the exchange of rights and obligations between the parties in the pattern of revenue recognition based on the consideration to which the vendor is entitled. To accomplish this objective, the standard requires five basic steps: (i) identify the contract with the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, (v) recognize revenue when (or as) the entity satisfies a performance obligation. The standard does not change the recognition of royalties from stores operated by franchisees or licensed to affiliates and developmental licensees, which are based on a percent of sales and recognized at the time the underlying sales occur. The standard does change the timing in which the Company recognizes initial, renewal, and transfer fees from franchisees for new location openings and/or new or renewed franchise terms.

SJB Brands, LLC

Notes to Financial Statements

Initial Franchise Fees

Initial franchise fees consist of initial fees paid by franchisees at the start of the agreement, area development fees, and renewal fees. The fixed non-refundable fee, as determined by the signed development and/or franchise agreement, is due at the time the development agreement is entered into, and/or when the franchise agreement is signed, and does not include a finance component. Initial franchise fees are made up of performance obligations for training, access to plans, access to vendors and Company specific pricing, area exclusivity, and the right to use the Company's intellectual property over the term of the agreement. In accordance with ASC 606, the initial franchise services or exclusivity of the development agreements, are not distinct from the continuing rights or services offered during the term of the franchise agreement and are therefore treated as a single performance obligation. As such, initial franchise and development fees received, and subsequent renewal fees, are recognized over the term of the franchise agreement, which is typically 10 years. The Company offers a discounted renewal to incentivize future renewals after the end of the initial franchise term. This performance obligation is satisfied over the renewal term, which is typically 5 years, while payment is fixed and due at the time the renewal is signed. The Company also charges a transfer fee to the franchisees for the transfer of their franchise to another party and is recognized over the term of the franchise agreement, which is typically 10 years.

Royalty Income and Marketing Fee

Franchise royalties and marketing fees are based upon a percentage of adjusted gross sales of the franchisee. The sales-based royalty fees and sales-based marketing fees are considered variable consideration and will continue to be recognized as revenue as such sales are earned by the franchisees. The sales-based royalty fee qualifies for the royalty constraint exception and does not require an estimate of future transaction price. The Company earns a royalty fee and marketing fee from its franchisees. The royalty fee is approximately 6% from each franchised store's adjusted gross sales. The marketing fees are approximately 2% from each franchised store's adjusted gross sales. Marketing fees charged to customers that are spent on marketing and advertising costs are recorded gross as prescribed by ASC 606.

Deferred Revenue

Deferred revenue represents gift cards sold and deferred revenue from initial franchise fees and transfer fees as discussed above. Revenue on the sale of gift cards are deferred until the time of redemption. The Company's deferred revenue at December 31, 2022 and December 25, 2021 were as follows:

	2022	2021
Gift card deferred revenue	\$ 354,026	\$ 302,081
Deferred revenue from initial franchise and transfer fees	600,612	427,093
	<u>\$ 954,638</u>	<u>\$ 729,174</u>

Deferred Interest

The Company recognizes interest expense on outstanding notes using the effective interest method. Interest expense recognized in the accompanying statement of operations that differs from the stated interest rates on outstanding notes are recorded in deferred interest on the accompanying balance sheets.

SJB Brands, LLC

Notes to Financial Statements

Seasonal Business

Franchisee operations are seasonal. As such, franchise fees paid to the Company may vary substantially from month to month.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation of property and equipment is provided using the straight-line method for financial reporting purposes at rates based on the following estimated useful lives:

	Estimated Useful Lives (in years)	2022	2021
Machinery and equipment	5	\$ 30,791	\$ 30,791
Furniture and fixtures	5	3,985	3,985
Vehicles	5	72,049	72,049
		106,825	106,825
Less accumulated depreciation		(58,545)	(37,354)
Property and equipment, net		\$ 48,280	\$ 69,471

Replacements, betterments, and additions to property and equipment are capitalized at cost. Expenditures for repairs and maintenance are expensed as incurred. The cost of assets disposed of and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains or losses resulting from property disposals are credited or charged to operations.

Depreciation expense on property and equipment was \$21,191 and \$22,731 for the fiscal years ended December 31, 2022 and December 25, 2021, respectively.

Construction in progress represents initial costs incurred to build out a new corporate store.

Research and Development

The Company expenses research and development costs in the period in which they are incurred. The cost for the fiscal years ended December 31, 2022 and December 25, 2021 was approximately \$15,000 and \$1,800, respectively and are included in operating expenses in the accompanying statement of operations.

Recently Adopted Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, Leases) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of consolidated financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

SJB Brands, LLC

Notes to Financial Statements

Starting on January 1, 2022 (the “transition date”), with the adoption of Accounting Standards Update (“ASU”) 2016-02, Leases (Topic 842), once the Company has determined an arrangement is a long-term lease (with a remaining lease term greater than 12 months), at transition date it recognizes a right of use asset (“ROU asset”) and lease liability based on the present value of the lease payments over the lease term. For all other leases, the Company has elected the short-term exception not to recognize lease assets and liabilities. As of December 31, 2022 the only leases the Company has are month to month and has no asset or liability required to be recorded.

Note 3. Related Party Relationships and Transactions

The Company is a wholly owned subsidiary of Juice It Up Holdings, LLC. During the fiscal years ended December 31, 2022 and December 25, 2021 the Company paid \$6,950 and \$6,950, respectively, in state franchise tax on behalf of Juice It Up Holdings, LLC.

The Company engaged Britt Management, LLC and Jupiter Advisors LLC in general executive and management services, assistance with brand and system strategies, assistance with business and franchise development, marketing functions, financing strategies, and human resource functions for the Company. Britt Management and Jupiter Advisors are investors in Juice It Up Holdings, LLC. For the fiscal years ended December 31, 2022 and December 25, 2021, the Company incurred approximately \$200,000 and \$200,000, respectively in advisory fees to Britt Management and Jupiter Advisors. This amount is included in professional services in the accompanying statements of operations. The Company also had accounts payable due to these applicable parties of \$0 and \$16,667 as of December 31, 2022 and December 25, 2021, respectively which is recorded in accounts payable. Beginning in FY 2020 and beyond the fees will be equal to \$16,667 per month or \$200,004 annually split evenly between Britt Management and Jupiter advisors. The Company also started paying \$2,000 monthly to Jupiter Holdings, LLC for rent expense starting March 2020, total rent paid to related party was \$24,000 and \$24,000 for the fiscal years ended December 31, 2022 and December 25, 2021, respectively.

The Company paid for several expenses on behalf of SJB Brands Development, LLC an affiliate under common ownership, included in other current assets the total receivable balance due was approximately \$375,800 and \$221,800 for the fiscal years ended December 31, 2022 and December 25, 2021, respectively.

In fiscal year 2020 the Company paid for construction of a corporate store on behalf of an affiliate entity under common control in the amount of \$313,173. In fiscal year 2021 the Company received a promissory note from affiliated entity related to this balance due. The note matures in January of 2026 and accrues interest at 2%. The note is presented in the current and prior years financial statements as a note receivable from related party.

SJB Brands, LLC

Notes to Financial Statements

Note 4. Notes Payable

In February 2018, the Company entered into a loan agreement. The Company issued a note payable for \$3,000,000 as part of an Asset Purchase Agreement. On September 11, 2019 the Seller amended the notes payable agreement that extended the maturity date to February 1, 2023. Further an amendment was obtained in February 2022 to extend through May 2023. and in April 2023 to extend through May 2025. The terms of the loan allows monthly payments of interest only commencing March 1, 2018 and continuing on through and including February 1, 2023 for a total of 60 payments. The loan bears interest at 3% per annum for the first year, 4% per annum for the next two years, and 6% thereafter. The Company entered into a forbearance agreement on April 24, 2020, all payment obligations due under the note from April 1, 2020 through May 31, 2020, together with interest thereon at the note rate, shall be due and payable on the maturity date. At December 31, 2022 the principal balance was \$3,000,000. The Company recognizes the related interest expense using the effective interest method of 4.5% over the life of the note. Interest recognized in excess of the stated rate at December 31, 2022 and December 25, 2021 is included in deferred interest on the accompanying balance sheets. The loan agreement is collateralized by substantially all the assets of the Company. The note payable was amended in April of 2023 to extend the terms, repayment and interest rate as further discussed at Note 8.

In September 2018, the Company entered into a separate loan agreement with the Seller. The Company issued a note payable for \$125,000. The terms of the loan allows monthly payments of interest only commencing November 1, 2018 and continuing on through and including October 1, 2019 for a total of 12 payments. Starting in month 13, monthly payments of principal and interest based on a 5-year amortization schedule shall be made commencing November 1, 2019 and continuing on through and including October 1, 2022 for a total of 36 additional payments with the final balloon payment due with the 48th payment. The loan bears interest at 10% per annum. The principal and all accrued interest was due and paid at the maturity date of the loan, October 1, 2022. At December 31, 2022 and December 25, 2021 the principal balance was \$0 and \$82,309, respectively.

In June 2020, the Company entered into a loan agreement under the SBA (Small Business Act). The Company issued a note payable for \$106,900. The terms of the loan allows monthly payments including principal and interest of \$521 monthly and will begin 12 months from the date of the note. The balance of principal and interest will be payable Thirty (30) years from the date of the promissory Note. Interest will accrue at the rate of 3.75% per annum and will accrue only on funds actually advanced from the date(s) of each advance. At December 31, 2022 and December 25, 2021 the principal balance was \$106,900. The loan agreement is collateralized by substantially all the assets of the Company.

The Cares Act and the PPP Loan Program

The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, was signed into law on March 27, 2020. Among other things, the Cares Act provided for a business loan program known as the Paycheck Protection Program (PPP). Companies are able to borrow, through the SBA, up to two and a half months of payroll and related benefits and is designed to be fully forgiven if payroll levels are not reduced in the 8 weeks subsequent to the funding of the loan.

Under the CARES Act, loan forgiveness is available for the sum of documented payroll costs, covered rent payments and covered utilities during the measurement period beginning on the date of first disbursement of the PPP loan. For purposes of the CARES Act, payroll costs exclude compensation of an individual employee in excess of \$100,000, prorated annually. Not more than 40% of the forgiven amount can be attributable to non-payroll costs. The receipt of these funds, and the forgiveness of the loan attendant to these funds, is dependent on the Company having initially qualified for the PPP loan and qualifying for the forgiveness of the PPP loan based on its future adherence to the forgiveness criteria.

SJB Brands, LLC

Notes to Financial Statements

In May 2020, the Company entered into a promissory note (First PPP Loan) with City National Bank of Florida to evidence a loan to the Company in the amount of \$221,700. Further in February 2021 the Company entered into another promissory note (Second PPP loan) for \$221,707. In accordance with the requirements of the CARES Act, the Company expects to use the proceeds from the loan exclusively for qualified expenses under the PPP, including payroll costs, rent and utility costs, as further detailed in the CARES Act and applicable guidance issued by the SBA. Interest will accrue on the outstanding balance of the PPP Loan at a rate of 1.00% per annum. The Company has applied for forgiveness of all amounts due under the Note, in an amount equal to the sum of qualified expenses under the PPP incurred during the 24 weeks following initial disbursement. Notwithstanding the Company's expected eligibility to apply for forgiveness, no assurance can be given that the Company will obtain forgiveness of all or any portion of amounts due under the PPP Loan. The First PPP loan was forgiven in fiscal year 2021 and has been recorded as gain on forgiveness of note payable in the accompanying statement of operations. The Second PPP loan was forgiven in fiscal year 2022 and has been recorded as gain on forgiveness of note payable in the accompanying statement of operations. Both PPP loans have been forgiven and thus have a \$0 balance outstanding as of December 31, 2022.

The future minimum principal payments are as follows:

<u>Years Ending</u>	<u>Amount</u>
2023	\$ 1,506,075
2024	502,514
2025	1,002,610
2026	2,709
2027	2,813
Thereafter	<u>89,045</u>
	<u><u>\$ 3,105,766</u></u>

Note 5. Profit Sharing Plan

The Company's employees are covered by a 401(k)-profit sharing plan (the Plan) which covers substantially all employees of the Company. Under the Plan, participating employees may elect to defer a percentage of their salary, subject to Internal Revenue Code limits. The Company may make a discretionary match as well as a discretionary contribution. For the fiscal years ended December 31, 2022 and December 25, 2021, the Company did not make any contributions to the Plan.

Note 6. Commitments and Contingencies

Lease Commitments

The Company had entered into non-cancellable lease agreements with an unrelated third-party which expired in March 2021. The lease required minimum monthly rent payments and operating expense charges. The Company obtained a new office lease during 2021, which is on a month-to-month basis at \$3,100 per month. The Company recorded rent expense of approximately \$66,000 and \$75,000 for the fiscal years ended December 31, 2022 and December 25, 2021, respectively.

SJB Brands, LLC

Notes to Financial Statements

Management Services Agreement

As disclosed in Note 3, the Company entered into a Management Services Agreement with Britt Management and Jupiter Advisors to provide various executive management duties through 2028.

The future minimum commitments are as follows:

Years Ending	Amount
2023	\$ 200,004
2024	200,004
2025	200,004
2026	200,004
2027	200,004
Thereafter	200,004
	<u>\$ 1,200,024</u>

Note 7. Transactions with Entities under Common Control

In October of 2018, the Financial Accounting Standards Board (FASB) under the Private Company Council (PCC) issued Accounting Standard Update (ASU) 2018-17 "Targeted Improvements to Related Party Guidance to Variable Interest Entities." The ASU goes into effect for private companies for fiscal years beginning after December 15, 2020 but early adoption is allowed. The guidance allows a private company reporting entity to eliminate evaluating for variable interests in its relationships with other private company related parties under common control of another private company if the reporting entity does not have a direct or indirect controlling financial interest in the related party private company.

The Company, a private company, early adopted the ASU and as such has not evaluated its variable interest entity relationship with SJB Brands Development, LLC which is a private company under the control of a private company, and the Company does not have any direct or indirect controlling financial interest in them.

As described in Note 3 to the financial statements, the Company paid costs on behalf of and has a receivable balance from SJB Brands Development, LLC.

Note 8. Subsequent Events

In accordance with ASC 855, "Subsequent Events", the Company evaluated all material events or transactions that occurred after December 31, 2022, the balance sheet date, through April 17, 2023, the date the financial statements were issued, and determined no additional events or transactions which would materially impact the financial statements, except as follows:

In April 2023, the Company amended the promissory note to extend the maturity date from May 1, 2023 to May 1, 2025 and require partial repayment. The terms of the amendment require a principal payment of \$1,500,000 on or before May 1, 2023, along with an increase in the interest rate to 9% for the remaining principal balance. Further, a second payment of \$500,000 is due on May 1, 2024 with the remaining balance due at the date of maturity of May 1, 2025.

SJB Brands, LLC

Notes to Financial Statements

In April 2023, the Company borrowed \$1,500,000 from the Owners and entered into a promissory note. The terms of the note are all payment obligations due under the note shall be due and payable on May 1, 2026 (the "Maturity Date"). The interest rate on the Note shall be 9% per annum, payable monthly on the first of each month. The Note holders shall also be issued a Warrant equal to 35% of the Class A Units of Juice It Up Holdings, LLC (the "Parent Company"), exercisable at any time following closing. The exercise price of the Warrant shall be the aggregate fair market value of the Class A Units as of December 31, 2022 determined by a good faith evaluation of the Board of the Parent Company.

EXHIBIT C-1
TO THE DISCLOSURE DOCUMENT FRANCHISE AGREEMENT



JUICE IT UP!® FRANCHISE AGREEMENT

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ATTACHMENTS:

1. Accepted Location
2. Electronic Funds Transfer Agreement
3. Collateral Assignment of Lease
4. Conditional Assignment of Telephone Numbers, E-Mail Addresses and URLs
5. Nondisclosure and Noncompetition Agreement
6. Personal Guaranty and Subordination Agreement
7. Terms of Use – Juice Net Website
8. General Releasing Language
9. SBA Addendum
10. California Addendum

JUICE IT UP!® FRANCHISE AGREEMENT***

1 - PARTIES

This Franchise Agreement (this “Agreement”) is made and entered into as of the _ day of __, 20 (the “Effective Date”), by and between SJB Brands, LLC (“SJB,” “we,” “our,” “us” or “Franchisor”), a Delaware limited liability company with its principal office in Newport Beach, California, and _____ [franchisee’s name or legal entity name] (“you”, “your” or “Franchisee” as defined in Section 3.34 below).

2 - RECITALS

2.1 Ownership of Marks and System

We own certain intellectual property rights, including the trademark “JUICE IT UP!®,” and other Marks. We have spent a considerable amount of money, time, and effort, to construct, and continue to develop business methods, technical knowledge, and marketing concepts, including proprietary recipes, trade secrets, commercial ideas, administrative procedures, information on sources of supply, supply contracts, marketing strategies, business forms, advertising materials, distinctive signs, trade dress, uniforms, and owner/employee training techniques that, taken together, comprise a proprietary System for the operation of juice bars featuring fresh- raw fruit and vegetable juices, delicious real fruit and vegetable smoothies and smoothie bowls, superfruit bowls made with açai and pitaya, fresh baked pretzels, sandwiches, hot and cold herbal fruit teas, dairy and non-dairy yogurt products, hot teas and coffee, as well as other approved beverages and snacks for the health-conscious consumer, including vegan, vegetarian, dairy-free and gluten- free options.

2.2 Objectives of Parties

You desire to become part of our team of franchisees, understanding that, as a JUICE IT UP franchisee, it is critical that you operate your JUICE IT UP!® Unit in strict compliance with our System Standards and fulfill your obligations under this Agreement as they may change from time to time. You hereby acknowledge and agree that without this commitment from you, we would not enter into this Agreement with you.

3 - DEFINITIONS

To simplify this Agreement, we have defined certain terms in this Article 3. When you see a capitalized word, or if you do not understand the meaning of a particular pronoun reference, refer to this Article 3 to see whether the term has been defined. Capitalized words that are not defined in this Article 3 are defined in the article or section in which they first appear.

3.1 Accepted Location

“Accepted Location” means a location that SJB has accepted based upon our then current guidelines and standards in writing as a site at which you may own and operate a JUICE IT UP!® Unit.

3.2 Adjusted Gross Sales

“Adjusted Gross Sales” means the total amount of revenues which are or could be charged, received or earned by you and your Franchisee Related Parties for all goods sold and services now or in the future rendered from the Accepted Location or in connection with the Trade Name or Marks, whether

evidenced by cash, services, property, barter, or other means of exchange, and whether or not we offer such services or

products in our other locations, including: (a) revenues from sales of any nature or kind whatsoever, derived by you and your Franchisee Related Parties; (b) sales of Promotional Items in contravention of this Agreement at the Accepted Location or at locations other than at the Accepted Location; (c) the proceeds of any business interruption insurance, after the satisfaction of any applicable deductible; (d) sales from vending devices including pay telephones; (e) mail or telephone orders received or filled in or from the **JUICE IT UP!®** Unit; (f) orders taken in or from the **JUICE IT UP!®** Unit although filled elsewhere, including products produced at the Accepted Location and sold off-site; and (g) of or relating to a Similar Business; (h) with respect to any tenants and/or subtenants of yours on the premises (including rent and other lease payments); and/or (i) with respect to any co-branding activities. Unless we specify otherwise in writing, Adjusted Gross Sales shall include all ancillary charges or fees, including delivery fees and other service charges, that are paid to you by a customer or by a third-party delivery or catering service (e.g., Uber Eats, Postmates, Grubhub, ezCater, or DoorDash) (a “TPS”) in connection with delivery or catering services related to your **JUICE IT UP!®** Unit (recognizing that though the TPS may pay you an amount equal to the purchase price less a commission, other fees, and any discounts, credits, or coupons applied to that order, such commission, fees, discounts, credits, and coupons will not be deducted from your Adjusted Gross Sales).

Notwithstanding the foregoing, “Adjusted Gross Sales” shall exclude the amount of actual, bona fide refunds paid to customers, the amount of any state or local sales or use tax actually paid by you and sales of fixtures or other capital items you sell after use thereof in the operation of the **JUICE IT UP!®** Unit. All sales and/or billings, whether collected or not, will be included in Adjusted Gross Sales, with no deduction for credit card or other charges.

3.3 Agreement

“The Agreement” or “this Agreement” means this Franchise Agreement.

3.4 Business Judgment

“Business Judgment” means that we are allowed to exercise our judgment however we consider appropriate in our Business Judgment, without any limitation. You and we agree that when in this Agreement we describe instances in which we may exercise Business Judgment, we must and do have the unrestricted right to make decisions and/or take (or refrain from taking) actions. We have this right even if a particular decision/action may have negative consequences for you, a particular franchisee or group of franchisees. You understand and agree that the exercise of Business Judgment is critical to our role as Franchisor of the System and to our goals for its continuing development. This is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of the business judgment rule in a corporate law context.

3.5 Confidential Information

“Confidential Information” means technical and non-technical information designated by SJB for use in or related to a JUICE IT UP! franchised business and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified or labeled as confidential when delivered by SJB, business layouts and facility specifications; recipes and formulas; food and any food preparation techniques; training materials and manuals, facility and other drawings and designs; and information regarding customers and suppliers, including any statistical and/or financial

information and all related lists. Exclusions; “Confidential Information” is not intended to include any information that:

- i) is or subsequently becomes publicly available other than by Franchisee or Franchisee Owner’s breach of any obligation;
- ii) was known by Franchisee or any Owner prior to Franchisee becoming a JUICE IT UP! franchisee;
- iii) became known to Franchisee or any Owner other than through a breach by Franchisee or any Owner of a legal obligation; or
- iv) is independently developed by Franchisee unrelated to its JUICE IT UP! Franchise operations.

Franchisee’s only interest in any of the Confidential Information or in any Trade Secret is the right to use it pursuant to this Agreement.

3.6 Crisis Management Event

“**Crisis Management Event**” means any event that occurs at, or related to (e.g., a social media event), the **JUICE IT UP!®** Unit that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may adversely affect you, the Franchised Business, the System, Marks, image or reputation of **JUICE IT UP!®** Units, the Franchise Network, us or our Franchisor Related Parties.

3.7 Designated Manager

“**Designated Manager**” means the general manager of the **JUICE IT UP!®** Unit.

3.8 Entity

“**Entity**” means any limited liability company, Partnership, trust, association, corporation or other entity which is not an individual.

3.9 Equity

“**Equity**” means capital stock, membership interests, Partnership Rights, or other equity ownership interests of an Entity.

3.10 Force Majeure

“**Force Majeure**” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, riot, terrorism, or other civil disturbance; epidemics; or other unforeseeable forces which you could not by the exercise of due diligence have avoided, *provided however*, that (a) you must use all commercially reasonable efforts to mitigate the effect of the event of Force Majeure upon your performance and to fulfill your obligations under this Agreement, and upon completion of the event of Force Majeure, you must as soon as reasonably practicable recommence the performance of your obligations under this Agreement, and (b) neither an act or failure to act by a governmental authority (*i.e.* Federal, state, county, municipal and local governmental

and quasi-governmental agencies, commissions and authorities), nor the performance, non-performance or exercise of rights under any agreement with you by any lender, contractor, landlord, or other person (other than us) shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non- performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, your financial inability to perform or your insolvency shall not be an event of Force Majeure hereunder.

3.11 Franchise Network

“**Franchise Network**” means the interdependent network composed of SJB, all SJB franchisees, SJB’s Related Parties, and any other people or business entities that SJB has licensed to use the Trade Name, Marks, System or any of them.

3.12 Franchised Business

“**Franchised Business**” means of or related to the business operations conducted by, at or in connection with your JUICE IT UP!® franchise.

3.13 Franchisee Related Party

“**Franchisee Related Party**” or “**Franchisee Related Parties**” means people and companies affiliated with you, including, your direct or indirect Owners.

3.14 Franchisor Related Party/ies

“**Franchisor Related Party/ies**” means SJB Brands, LLC and each and all of the following, whether past, current and/or future: each and all company(ies) and/or person(s) acting through, in concert with us and/or any of the foregoing, and/or as Affiliates of ours and/or of any of the foregoing; each and all of the Affiliates, partners, shareholders, officers, directors, agents, attorneys, accountants, and/or employees of us and/or any of the foregoing; and each and all of the predecessors, successors and/or assigns of us and/or any of the foregoing.

3.15 General Release

“**General Release**” means a form of release agreement that will include the Franchisor’s then current releasing language. The releasing language current as of the date of this Agreement is attached hereto as Attachment 8.

3.16 Good Standing

“**Good Standing**” means you (and each of your owners and Affiliates) are not in default of any obligation to us and/or any of the Franchisor Related Parties and/or the advertising Fund, whether arising under this Agreement or any other agreement between you (and each of your owners and Affiliates) and us (and/or any of the Franchisor Related Parties and/or the advertising Fund), the Manual or other System requirements (collectively, the “Obligations”); provided that you are not in Good Standing if you have been in default of any Obligations and such defaults are incurable by nature and/or part of a series of repeated defaults as defined in this Agreement.

3.17 JUICE IT UP!® Unit, Traditional Unit or Unit

“**JUICE IT UP!® Unit**,” “**Traditional Unit**” or “**Unit**” means a full-size, “brick and mortar” physical location that we have authorized you to develop and operate using the Trade Name, Marks and System at the Accepted Location specified under this Agreement.

3.18 Juice Net Website

“**Juice Net**” website means the intranet web site utilized, from time to time, by us to facilitate communications with you and other franchisees and licensees of ours and through which we may disseminate the Manual, disseminate updates to the Manual, disseminate advertising and marketing materials, conduct promotions, and communicate and conduct other matters.

3.19 Manual

“**Manual**” means, collectively, the operations manual any other manual or suggested or mandatory guidelines that contain information, forms and requirements for the establishment and operation of a **JUICE IT UP!® Unit** and for use of our Trade Name and Marks, as amended from time to time, that we will lend to you during the term of this Agreement.

3.20 Marks

“**Marks**” means the trademarks, service marks and other commercial symbols now and/or in the future owned by (or licensed to) us to identify the services and/or products offered by **JUICE IT UP!® Units**, including (but not limited to) “**JUICE IT UP!®,**” the Trade Dress and other logos and identifiers designated by us from time to time.

3.21 Non-Traditional Unit

As used in this Agreement, “**Non-Traditional Unit**” means a location or Unit located within another primary business or in conjunction with other businesses or at institutional settings, including, toll roads, hotels and motels, casinos, airports, sports arena, stadiums, train stations, theme parks, military and other governmental facilities, movie theaters, hospitals, grocery stores, supermarkets, convenience stores, schools, college and university campus, piers, gyms, offices or in-plant food service facilities, kiosks, food trucks or units in shopping mall food courts operated by a master concessionaire, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider.

3.22 Owner

“**Owner**” means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if we or any of our Franchisor Related Parties has any ownership interest in you, the term “Owner” shall not include or refer to us or that Franchisor Related Party or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon “you”, or your Owners shall bind us, or said Franchisor Related Parties or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

3.23 Partnership

“**Partnership**” means any general partnership, limited partnership, or limited liability partnership.

3.24 Partnership Rights

“**Partnership Rights**” means voting power, property, profits or losses, or partnership interests of a Partnership.

3.25 Promotional Item

“**Promotional Item**” means any product that has been prepared or manufactured in accordance with SJB’s secret recipes or specifications or that has been packaged or labeled with any of the Marks.

3.26 Similar Business

“**Similar Business**” means any enterprise that offers, is otherwise involved in, or deals with any goods, products and/or services, which are the same or substantially similar to those goods, products and/or services now or in the future authorized by us to be offered at or from **JUICE IT UP!®** locations (including any such enterprise

and/or Entity awarding franchises or licenses to operate or be involved with any such business). Our receipt of any royalties with respect to any Similar Business is not an approval of your involvement with any Similar Business.

3.27 Start Date

“**Start Date**” means the earlier of (a) one hundred eighty (180) days following the date after the date your landlord delivers possession of the Accepted Location to you, if you lease the Accepted Location, or the date you take possession of the Accepted Location, if you own the fee simple title to the Accepted Location; or (b) the date when your **JUICE IT UP!®** Unit opens. The Start Date may be extended only with our prior written consent.

3.28 System

“**System**” means the business methods, technical knowledge and marketing concepts licensed by SJB to you under this Agreement and as described in the Manual, including the right to use SJB’s Marks, Trade Secrets, Confidential Information, copyrights, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural design and uniforms, and employee training techniques. For avoidance of doubt, neither the System nor any Manual shall mandate personnel policies or procedures for you to establish in your Franchised Business, including those relating to hiring, firing, discipline, wages, scheduling and other terms and conditions of employment for your employees and contractors. You are solely responsible for establishing such policies and procedures, for managing and supervising your staff and for compliance with wage and hours laws, workers compensation laws and other laws and regulations relating to your employees and their employment.

3.29 Termination

“**Termination**” means expiration of the term stated in this Agreement; non-renewal of this Agreement; or termination, under the circumstances described in Article 10 of this Agreement, of this Agreement before the stated expiration date.

3.30 Trade Name

“**Trade Name**” means the commercial name “**JUICE IT UP**”.

3.31 Trade Secrets

“**Trade Secrets**” for purposes of this Agreement, means any proprietary information, including a formula, pattern, compilation, program, recipe, product formulation, conceptual material, device, drawing, design plan, proposal, marketing plan, financial data, financial plan, business form, order information, material cost information, manual or instructional material, product plan, password, customer or suppliers list, knowledge, technique, process or information made known or available to Franchisee; that are not commonly known by or available to the public and that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

3.32 Transfer

“**Transfer**” means any direct or indirect sale, assignment, transfer, gift, pledge, mortgage, encumbrance, or other change in ownership of all or any part of the rights and obligations: (a) of this Agreement, (b) of or all or any substantial portion of the assets of the **JUICE IT UP!**® Unit, including the lease for the Accepted Location, or

(c) of an ownership interest in you of a magnitude at least as great as that described in this Section. If you are an Entity, each of the following shall be deemed to be a Transfer: (a) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of more than 25% in the aggregate, whether in one or more transactions, of the Equity or voting power of you, by operation of law or otherwise or any other event(s) or transaction(s) which, directly or indirectly, effectively changes control of you; (b) the issuance of any securities by you which itself or in combination with any other transaction(s) results in its Owners, as constituted on the Effective Date, owning less than 75% of the outstanding Equity or voting power of you; (c) if you are a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning more than 25% of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (d) the death or legal incapacity of any of your Owners owning more than 25% of your Equity; and (e) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of your, however effected. If you are an Entity, you must promptly provide us with written notice (stating such information as we may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect Equity or voting rights in you, notwithstanding that the same may not constitute a “Transfer.”

3.33 Us, We, Our or Franchisor

“**Us**,” “**We**,” “**Our**” or “**Franchisor**” means SJB Brands, LLC, a Delaware limited liability company and/or any successor in interest.

3.34 You, Your or Franchisee

“**You**”, “**your**” or “**Franchisee**” means the person(s) or Entity that is/are named as “**you**” in Article 1 of this Agreement. “**You**” means, in addition, all individual(s) or Entities that succeed to your (or its) interest by Transfer or operation of law. If more than one Franchisee signs this Agreement, each is jointly

and severally obligated under this Agreement and all other agreements with us, the Franchisor Related Parties and/or the Marketing Fund.

4 - GRANT OF FRANCHISE

4.1 Granting Clause; No Sublicensing Rights

4.1.1 Grant

We grant to you, and you accept from us, a franchise and license to operate a “**JUICE IT UP**” Unit under the Trade Name, Marks and using the Manual and System in accordance, and in full compliance, with the Manual and terms of this Agreement.

4.1.2 No Sublicensing Rights

You shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to operate the **JUICE IT UP!®** Unit or to use the Trade Name, Marks and System granted pursuant to this Agreement.

4.2 Location of the Franchised Unit

4.2.1 Location

Your Traditional Unit must be located at the Accepted Location. You may not establish your retail business premises at any other site, engage in business activities at any other site, or engage in mail order,

Internet, catalog sales or in any other alternative channel of distribution, including wholesale activities; all such distribution channels being hereby expressly reserved to us. Without limiting the generality of the foregoing, we reserve all rights to operate any Non-Traditional Unit and you may not operate any permanent or temporary mobile vending vehicle, grab ‘n go case, kiosk, cart or any other form of distribution without our prior written consent, for which we may require that you execute other appropriate documents including a general release and/or satisfy other conditions necessary before the acquisition by you of such rights.

4.2.2 Rights Reserved

We and/or our Affiliate hereby reserve all rights in the Trade Name, Marks, Manual and System not expressly granted in this Agreement, including the exclusive, unrestricted rights, in our Business Judgment, directly and indirectly, for us and/or through our employees, Franchisor Related Parties, representatives, franchisees, licensees, assigns, agents and others to:

- (a) locate or relocate any company-owned or franchised **JUICE IT UP!®** Unit to any site regardless of how close the site is to one or more of your Units; and
- (b) own or operate, and to license others (which may include our Franchisor Related Parties) to own and/or operate (i) Units under the Trade Name and Marks and/or using the System at any location regardless of how close the site is to one or more of your Units; (ii) businesses, including Units, operating under names other than the Trade Name, at any location, and of

any type whatsoever, regardless of their proximity to the Unit developed pursuant hereto;

- (c) produce, license, distribute and market foods and other products bearing the Marks (or any of them), including Promotional Items, pre-packaged juices, smoothies, supplements, snacks and other food and beverage products; books; clothing; souvenirs and novelty items; through any outlet (regardless of its proximity to the Unit opened pursuant hereto), including grocery stores, supermarkets and convenience stores and through any distribution channel, at wholesale or retail, including by means of the Internet or Internet web site, mail order catalogs, direct mail advertising and through other distributors and distribution methods; and to advertise and promote the System through any means, including the Internet;
- (d) acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements in which we (and/or any of the Franchisor Related Parties) are acquired, and/or company-owned, franchised or other businesses (including your **JUICE IT UP!®** Unit) are converted to another format, maintained under the **JUICE IT UP!®** System or otherwise. The **JUICE IT UP!®** Unit awarded to you will fully participate in any conversion subject to any person/Entity merging with, or acquiring us, reimbursing you for reasonable costs directly related to the conversion; and
- (e) offer/provide products and services similar to those offered by your Unit through the Internet, World Wide Web and/or other similar venues no matter where the customer is located.

4.2.3 Relocation

You may not relocate the **JUICE IT UP!®** Unit without our prior written consent, and payment of the relocation fee required by Section 6.9 of this Agreement. If we consent to any relocation, you must (a) locate a substitute site, and begin operating the **JUICE IT UP!®** Unit from that substitute site, within one hundred eighty (180) days of our consent to relocation, and (b) de-identify the former location in the manner described in this Agreement with respect to your obligations upon termination and expiration, and reimburse and indemnify and hold us harmless from any direct and indirect losses, costs and expenses, including attorneys' fees, arising out of your failure to do so.

4.3 Term and Renewal

4.3.1 Term

If this is an initial franchise, the term of this Agreement will begin on the Effective Date and will continue until the tenth (10th) anniversary of the Start Date. If this is a renewal franchise, the term of this Agreement will begin on the expiration date of the immediately preceding term and will continue for five (5) years, as discussed In Section 4.3.2, below, and unless sooner terminated in accordance with this Agreement.

4.3.2 Renewal

You will have the right to enter into a new franchise agreement on our then- current form of “**JUICE IT UP**” franchise agreement (with the exception that the term of such franchise agreement will be limited to a five (5) year period and which franchise agreement shall likewise grant you the right to enter into one additional franchise agreement for a similarly limited five (5) year period (“**Renewal Right**”), in each case, if you have notified us in writing at least one hundred eighty (180) days before the expiration date of this Agreement of your intent to exercise your Renewal Right AND each of the following conditions is fulfilled:

- (a) You are in Good Standing under this Agreement, any other Agreement between you and any Franchisor Related Party and have paid us a renewal fee equal to twenty-five percent (25%) of our then-current initial franchise fee;
- (b) You and any Franchisee Related Parties that have signed this Agreement have signed a new franchise agreement on the then-current form being offered by us (modified to reflect your then remaining renewal rights, if any) not less than thirty (30) days before the expiration of this Agreement or thirty (30) days after you receive a copy of the new franchise agreement from SJB, whichever is later unless we permit otherwise in our Business Judgment. Any such permission must be in writing and signed by us;
- (c) You have, before commencement of the renewal term, at your own expense, remodeled, modernized and redecorated the premises and replaced and modernized the fixtures, equipment, and signs used in the **JUICE IT UP!**® Unit so that the premises of the **JUICE IT UP!**® Unit meet the standards of appearance and function applicable to the premises of new **JUICE IT UP!**® Units at the time of renewal;
- (d) You and any Franchisee Related Parties that are parties to an agreement with us have signed a General Release of known and unknown claims in a form satisfactory to us with respect to past dealings with us and our Franchisor Related Parties;
- (e) You have renewed or have the right to renew the lease for the Accepted Location, and have provided us with a copy of the documents evidencing such renewal right or right to renew the lease; and
- (f) Without limiting the generality of Section 4.3.2(a), you shall not have committed two (2) or more material breaches of this Agreement, for which SJB shall have delivered a notice of default, whether or not such default was cured, during the twelve (12) month period immediately preceding the date on which you provide notice to SJB of your intent to renew.

You understand that the provisions of the **JUICE IT UP!**® franchise agreement in use at the time of any renewal may be materially different from those contained in this Agreement, including, increased royalties and advertising fees. You understand that your right to renew will be contingent upon your acceptance of the new terms. The term of each franchise agreement shall commence upon the date of expiration of the immediately preceding term, as applicable.

4.3.3 Notice Required by Law

If applicable law requires us to give notice to you prior to the expiration of the term, this Agreement shall remain in effect on a week to week basis until we have given the notice required by such applicable law. If we are not offering new franchises, are in the process of revising, amending or renewing our form of franchise agreement or franchise disclosure document, or are not lawfully able to offer you a franchise agreement, at the time you deliver your notice exercising your Renewal Right, we may, at our option and in our Business Judgment,

(a) offer to renew this Agreement upon the same terms set forth herein for a renewal term determined in accordance with Section 4.3.2 of this Agreement, or (b) offer to extend the term hereof on a week to week basis following the expiration of the term hereof for as long as we deem necessary or appropriate so that we may lawfully offer you a franchise agreement.

5 - SERVICES TO FRANCHISEE

We will perform the following services provided that you are, at the time when service is to be rendered, in Good Standing under this Agreement.

5.1 The Training Program

5.1.1 Orientation Program

Before opening your **JUICE IT UP!®** Unit, we will conduct a mandatory orientation program (“**Orientation Program**”) at our corporate offices or another location designated by us. Such training shall consist of approximately up to six (6) hours of introductory training and orientation to the System. You must attend the Orientation Program. We will not provide you with the Orientation Program if you are an assignee of this Agreement and the Transfer to you is made in accordance with this Agreement. We will lend you one copy of the training materials used in the Orientation Program, including our “Orientation Manual.”

5.1.2 Initial Training Program

Before opening your **JUICE IT UP!®** Unit, SJB will conduct a mandatory Initial Training Program (“**ITP**”) at a location designated by us. Such training shall consist of approximately fifty-six (56) hours of training in the operation of the **JUICE IT UP!®** Unit under the **JUICE IT UP** System for your management, including local store marketing techniques, and basic accounting requirements to maximize store profit. You and your Designated Manager, if different, and not more than one additional individual that will serve as a back-up manager at the **JUICE IT UP!®** Unit must attend, participate in, and successfully complete the ITP to our satisfaction before you may open the **JUICE IT UP!®** Unit.

5.1.3 On the Job Training Program

SJB will send a representative to your place of business for a total of up to approximately forty-eight (48) hours, to assist you with setting up, opening, and conducting the On the Job Training (“**OJT**”) for you and your management staff. You and your Designated Manager must be present during the entire OJT training. If you are a legal Entity, one of your owners acceptable to us must participate in the OJT training. The SJB Training representative(s) will serve only as consultants to you and will in no way be responsible (personally or on behalf of you) for the operation of the **JUICE IT UP!®** Unit or the actions of your officers, agents or employees during this time.

The OJT training will involve certain aspects of store operations including, but not limited to “early morning” store opening procedures, and “end-of-the-day” store closing and clean-up procedures. Should we determine that you or your Designated Manager, or any other person attending training, has failed to successfully complete the OJT training, or any aspect of any other training we provide, we may require you, your Designated Manager and/or such other person to undergo further training or “re- training.” If you, your Designated Manager and/or such other person are required to undergo further training or “re- training” then you shall pay our then-current fees for such training. We may from time to time, require that you provide us ongoing evidence that your employees are fully certified and trained to operate the **JUICE IT UP!®** Unit.

5.2 Designated and Approved Suppliers

SJB will, from time to time, give you, in the Manual or otherwise in writing, a list of names and addresses of suppliers of goods and services that currently meet SJB’s standards and specifications. These may be “designated suppliers” from which you are required to purchase certain types of goods or services or “approved suppliers” from whom you may purchase certain types of goods or services. In advising you of designated and approved suppliers, **SJB expressly disclaims any warranties or representations as to the condition of the goods or services sold by the suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose.** You agree to look solely to the manufacturer of goods or the supplier of services for the remedy for any defect in the goods or services. We may notify designated suppliers or approved suppliers of any impending termination or expiration of this Agreement and may, among other things, instruct such suppliers to deliver only such quantity of goods and services as is reasonably necessary to supply your needs prior to the expiration or termination date of this Agreement.

5.3 Consultation

We will use commercially reasonable efforts to make our personnel available to you for consultation throughout the term of the Franchise Agreement in a timely manner. Our consultation may include matters involving the operation of the **JUICE IT UP!®** Unit. Our staff provides this additional support on an “as available” basis, and our consultation may be rendered orally, in writing and/or through the Juice Net website.

5.4 Advertising

5.4.1 Advertising Fund

We will administer the advertising fund (the “**Fund**”), which will be kept in a separate bank account. Nothing herein shall be deemed to create a trust or fiduciary relationship related to the Fund. The purpose of the Fund is to pool advertising money of our franchisees, and, subject to this section, we and our Franchisor Related Parties that operate **JUICE IT UP!®** Units to promote the Trade Name, Marks and System. We and each of our Franchisor Related Parties that operate **JUICE IT UP!®** Units in the United States may (and currently do) contribute to the Fund in such amounts as we (or it or they) elect. If we or any of our Franchisor Related Parties contribute money to the Fund, we or such Franchisor Related Parties may from time to time cease contributing to the Fund or vary the amount we (or it or they) contribute to the Fund. The Fund may be used to pay for market research, advertising materials, media space and time, a referral program, a website, agency fees, or any combination of the foregoing. The Fund may also be used for advertising grants to franchisees, collectively on a regional basis or individually on a local basis. In addition, the Fund may be used to pay for point-of-purchase materials or public relations projects. We may compensate ourselves and our Franchisor Related Parties from the Fund for overhead, including salaries of marketing, administrative or other appropriate personnel and other expenses incurred in connection with

our implementation of the Fund. We will distribute to our franchisees, once a year, a Fund report which will set out the total amounts of money collected and spent from the Fund during the past year and list, by general category, the manner in which the money was spent. You acknowledge that not all of our other franchisees or licensees are or shall be required to contribute, or contribute the same percentage of Adjusted Gross Sales, to the Fund.

5.4.2 Allocation of Expenditures; Expenditures

We will give preference to regional Advertising Fund projects, but may make allocations of Advertising Fund money to individual franchisees when we consider it desirable. Because the benefits of advertising, marketing, and promotion are difficult to measure with precision, we reserve the unqualified right to determine, in our Business Judgment, how advertising Fund money may be spent; the only condition is that the money must be used in a manner that is reasonably related to the general promotion of the Trade Name and Marks.

If less than the total of all contributions and allocations to the Fund are expended during any fiscal year, such excess may be accumulated for use during subsequent years. SJB may spend in any fiscal year an amount greater or less than the aggregate contributions to the Fund in that year and may cause the Fund to borrow funds to cover deficits or invest surplus funds. If we advance money to the Fund, we will be entitled to be reimbursed for such advances.

5.5 Co-op Advertising

We may from time to time establish regions for co-operative advertising (“**Co-op Advertising Regions**”), to coordinate advertising, marketing efforts and programs and maximize the efficient use of local and/or regional advertising media. If and when we create a Co-op Advertising Region for the region in which your **JUICE IT UP!®** Unit is located, you shall become a subscriber and member thereof and shall execute and participate in accordance with the Subscription Agreement and the Certificate of Incorporation and Bylaws of such Co-op Advertising Region on the forms prescribed by us. You recognize and agree that we may not have the contractual authority to require other franchisees in the region to participate in your Co-Op Advertising Region, but we will encourage all franchisees with **JUICE IT UP!®** Units in the area to participate. The size and content of such regions, when and if established by us, shall be binding upon you and all other similarly situated franchisees in the region if we have the contractual authority to bind such other franchisees. At all meetings of such Co-op Advertising Region each participating franchisee shall be entitled to one vote for each **JUICE IT UP!®** Unit located within such Co-op Advertising Region or such other vote as may reasonably be determined by us.

You and other members of the Co-op Advertising Region, whose agreements require their participation (or those franchisees that elect to participate in the Co-op Advertising Region, if their agreements do not require their participation), will contribute to the Co-op Advertising Region such amount as may be determined by vote of the Co-op Advertising Region (not to exceed one and one-half percent (1.5%) of the Adjusted Gross Sales of each member’s **JUICE IT UP!®** Unit located in the region), subject to our written approval. Your contribution to the Co-op Advertising Region shall be credited toward your satisfaction of your local advertising requirements stated herein, but are separate and distinct from and will not be considered as or credited toward your Marketing Fund contribution obligations as described herein.

Subject to the forgoing, each Co-op Advertising Region will decide as to the usage of funds available to it for media time, production of media materials, whether for radio, television, newspapers or **JUICE IT UP!®** Unit level materials such as flyers, or posters, or for any other type of advertising or marketing use, and then such Co-op Advertising Region shall in writing request approval from us to use said funds in said manner. SJB shall not withhold approval unreasonably, but no placement of advertising

or commitment of advertising funds on behalf of any Co-op Advertising Region will be made without our prior written approval. We reserve the right to establish general standards concerning the operation of the Co-op Advertising Region, advertising agencies retained by Co-op Advertising Region, and advertising programs conducted by Co-op Advertising Region. Any disputes (other than pricing) arising among or between you, other franchisees, and/or the Co-op Advertising Region may be resolved by us which decision shall be final and binding on all parties.

We and our Franchisor Related Parties may, but are not required to, participate (and become a member of) any or all Co-op Advertising Regions. If we or any of our Franchisor Related Parties participate or become a member of any or all Co-op Advertising Regions, we and our Franchisor Related Parties, as applicable, will have one vote for each **JUICE IT UP!®** Unit we or our Franchisor Related Parties, as the case may be, located within the applicable Co-op Advertising Region. We and our Franchisor Related Parties that participate (if any) in a Co-op Advertising Region may withdraw from such Co-op Advertising Region at any time.

5.6 Annual and Semi-Annual Conventions

Annually, we may conduct a convention for our franchisees. If we conduct an “annual convention,” we will endeavor to provide you with at least four (4) weeks prior notice of the dates and location of the “annual convention.” You must register and attend the entire convention at your expense. We may charge a registration fee for each person registered to attend the “annual convention” in an amount we reasonably estimate to be necessary to allow us to recoup our costs for organizing and conducting the “annual convention.” If you fail to attend an “annual convention” we may charge you up to \$500 for such failure. If you are an Entity, we may require one of your owners acceptable to us to attend the “annual convention.” If we conduct a “semi-annual” or regional franchisee meeting or convention, you will be required to attend.

5.7 Proprietary Products and Promotional Items Availability

We will use our commercially reasonable efforts to ensure that we, our Franchisor Related Party, or a designated supplier will at all times have a supply of Proprietary Products and Promotional Items for sale to you.

6 - PAYMENTS BY FRANCHISEE

6.1 Initial Franchise Fee

When you sign this Agreement, you will pay SJB in cash or other immediately accessible funds such as a cashier’s check or wire transfer, an initial franchise fee of \$_____. The initial fee is not refundable.

6.2 Royalties

On Wednesday of each week during the term of this Agreement, or on another day designated by us, you will pay us or our Affiliate a weekly royalty in an amount which is *the greater of* (i) six percent (6%) of Adjusted Gross Sales for the immediately preceding week, or (ii) a minimum royalty of Two Hundred Dollars (\$200) per week. In addition, if you have not opened the **JUICE IT UP!®** Unit by the Start Date, then you will pay us the minimum royalty of Two Hundred Dollars (\$200) for each week (or part thereof) following the Start Date that the **JUICE IT UP!®** Unit fails to open. Our acceptance of such Two Hundred Dollar (\$200) fee, or any other fees paid by you, is not a waiver of any default by you, or our acquiescence to your failure to open the **JUICE IT UP!®** Unit by the Start Date. For purposes of this paragraph, payment is deemed made on the day such funds are accessible to us.

6.3 Advertising Fees

On Wednesday of each week during the term of this Agreement, or on another day designated by us, you will pay us or our Affiliate a weekly advertising fee of *the greater of* (i) two percent (2%) of Adjusted Gross Sales for the immediately preceding week or (ii) an advertising fee of Sixty Five Dollars (\$65) per week. Advertising fees will be deposited in the Fund. For purposes of this paragraph, payment is deemed made on the day such funds paid are accessible to us.

6.4 When Payments Begin

Your obligation to pay ongoing weekly royalties and advertising fees begins on the Start Date of this Agreement.

6.5 Audit

We and our representatives will have the right during normal working hours to audit your books and records, including your tax returns, with respect to the **JUICE IT UP!®** Unit. If any inspection, audit, review or examination discloses an underpayment of royalties or advertising fees payable under this Agreement, you agree to immediately pay us the amount of the underpayment, plus our administrative fees and interest (as set forth in Section 6.11 below) on the underpaid amounts from the date originally due until the date of payment. Furthermore, if our inspection, audit, review or examination reveals a royalty or advertising fee underpayment exceeding three percent (3%), you agree to reimburse us for the costs of the inspection, audit, review or examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

If we conduct an inspection, audit, review or examination which reveals a royalty or advertising fee underpayment exceeding five percent (5%), you agree to immediately pay us the additional amount due as shown by the inspection, audit, review or examination plus interest (to be calculated as set forth in Section 6.11 below). You also agree to immediately reimburse us for the costs of the inspection, audit, review or examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. Such underpayment shall be a material breach of this Agreement and, in addition to our other remedies and rights under this Agreement and applicable laws, we shall have the right to terminate this Agreement immediately upon notice to you, without opportunity to cure.

6.6 Training Costs

We do not charge for the initial Orientation Program, ITP and OJT Training provided pursuant to Section 5.1. You will be charged our then-current fees for all other training we provide to you. If you, your Designated Manager, or any other person attending training pursuant to Section 5.1 fails to successfully complete such training, then you must pay us our then-current fees for any and all additional or “re-training” we provide to you, your Designated Manager, or other person. In addition to any other fees, you must pay or reimburse us for all of our costs and expenses in connection with travel, lodging, meals and other incidental expenses we incur to provide you with the OJT Training pursuant to Section 5.1.3 and any other training we provide to you. At our option and in our Business Judgment and we may waive your obligation to reimburse us for the costs and expenses described in the preceding sentence.

If we provide additional training as a result of either your request for additional training or if we require you, your Designated Manager or any back-up managers to attend additional training or “re-training,” then we may require you to pay our then- current fees for such training.

You will have to pay any costs of travel, lodging, meals and other incidental expenses that is incurred during training by those attending training and if we agree to train at your site, you will also pay any incidental expenses our trainer(s) incurs in conducting the program at your facility.

We will loan you one copy of our training materials, including our Orientation Manual. If you request additional copies of our training materials, you must pay us an amount equal to our direct and indirect costs related to additional copies.

6.7 Payment for Promotional Items

You must pay us promptly for Promotional Items and other goods we sell to you. However, we have the right to require payment in cash, electronic funds transfer, cashier's check, or other means of making funds immediately accessible to us if, in our reasonable discretion, your payment history or financial status, the amount of the order, general economic conditions, or other business reasons make it advisable.

All goods, products, and supplies purchased from us shall be purchased in accordance with the purchase order format issued from time to time by us. We may change the prices, delivery terms and other terms relating to our sale of goods, services, products and supplies to you on prior written notice. All product orders by you shall be subject to acceptance by us at our designated offices, and we reserve the right to accept or reject, in whole or in part, any order you place. No purchase order submitted by you shall contain any terms except as approved in writing by us, nor be deemed complete unless all of the information required by the prescribed purchase order form, as revised from time to time, is provided by you. No new or additional term or condition contained in any order placed by you shall be deemed valid, effective or accepted by us unless such term or condition shall have been expressly accepted by us in writing.

We will not be liable to you on account of any delay or failure in the manufacture, delivery or shipment of goods or products caused by Force Majeure or other events or circumstances beyond our reasonable control including such events as labor or material shortages, conditions of supply and demand, import/export restrictions, or disruptions in our supply sources. On the expiration or termination of this Agreement, or in the event of any default by you of this Agreement, we shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by you.

6.8 Transfer Fee

As a condition of Transfer of this franchise, you must pay, before the earlier of the Transfer or your proposed transferee attending our training program, a transfer fee of Thirty Thousand Dollars (\$30,000) if the transferee is a new franchisee or Fifteen Thousand Dollars (\$15,000) if the transferee is an existing franchisee. If the Transfer occurs within twelve (12) months of signing this Agreement or of a prior Transfer, the transfer fee shall be Thirty Two Thousand Five Hundred Dollars (\$32,500) if the transferee is a new franchisee or Seventeen Thousand Five Hundred Dollars (\$17,500) if the transferee is an existing franchisee; *provided, however*, if the Transfer for which you pay us a transfer fee is not consummated, we will refund the transfer fee paid, less our out-of-pocket expenses and administrative costs.

6.9 Relocation Fee

As a condition of relocation of your **JUICE IT UP!®** Unit operated hereunder, you must pay us, before relocation, our then-current relocation fee equal to twenty percent (20%) of our then-current initial franchise fee.

6.10 Technology Fees

You must utilize all technology and software required by us and as set forth in the Manual, including all third-party provided software relating to required gift card, discount, and loyalty programs. Certain technology and software fees will be paid by you directly to the applicable third-party provider on a weekly or monthly basis, as required by the applicable third-party provider. However, we reserve the right to collect any or all technology and software fees owed by you to third-party providers and to pay such fees on your behalf or as part of a master license with such third-party provider.

6.11 Interest on Late Payments

If you fail to pay the entire amount of any payment due, including, but not limited to Royalties and advertising Fund Fees, you will be assessed an administrative fee of Fifty Dollars (\$50) per occurrence, plus interest on the unpaid amounts, from the date due, at a rate of one and one-half percent (1.5%) per month (up to the maximum annual rate allowed by applicable law). Interest charges on late payments are intended to partially compensate us for loss of use of the funds and for internal administrative costs resulting from late payment which would otherwise be difficult to measure with precision. Imposition of interest and administrative fees in such instances will not be deemed a waiver of our right to timely payment and/or any remedies we may have for the resulting default by you under this Agreement.

6.12 Application of Payments

Any payment you make may be applied by us, at our option, to any of your past due indebtedness to us regardless of your written or orally expressed intention. Once so applied, we will not alter the manner in which that payment has been applied. We are not required to accept payments after they are due or to extend credit or otherwise finance your operations. Failure to fully and timely pay all amounts due under this Agreement or any other agreement related to your **JUICE IT UP!®** Unit, may result in suspension of your access to our services, branded products and/or support and may also be deemed good cause for termination of this Agreement. All fees due under this Agreement are non-refundable.

6.13 EFT and Pre-Authorized Payments

6.13.1 At our request, you shall, at your sole cost and expense, instruct your bank to pay the amount of your royalty, advertising fee and other fees directly to us, or our designee, from your account, by electronic funds transfer or such other automatic payment mechanism which we may designate (“EFT”) and upon the terms and conditions set forth in the Manual, and promptly upon our request, you shall execute or re-execute and deliver to us such pre-authorized check forms and other instruments or drafts required by us bank or third- party clearing house, payable against your bank account, to enable us to draw your royalty, advertising fee and other sums payable under the terms of this Agreement. The current form of instrument to authorize EFT is attached as Attachment 2. If we designate EFT, then you shall, in addition to those terms and conditions set forth in the Manual, maintain a single bank account for such payments and shall maintain such minimum balance in such account as we may reasonably specify from time to time. You shall not alter or close such account except upon our prior written approval. Any failure by you to implement such EFT system in strict accordance with our instructions shall constitute a material breach of this Agreement.

6.13.2 If you are delinquent more than three (3) times in any continuous twelve (12) month period during the term of this Agreement in the payment of your royalty, advertising fee or other fees, or of other sums due to us, or fail to report your sales on a timely basis and otherwise in accordance with this Agreement, we may require you to implement a system prescribed by us permitting us to unilaterally estimate and draw down the amounts owed by you, which system may include EFT systems,

automatic debits, use of pre-authorized checks, other instruments or authority or any other arrangement we may prescribe. We may base our estimates of royalties, advertising fees and similar payments, on your historically reported Adjusted Gross Sales. You will promptly implement such system in strict accordance with our instructions and failure to do so will constitute a material breach of this Agreement.

6.13.3 We may also establish charge-back policies and procedures to recoup from you the amount of any refunds we make to resolve customer complaints relating to goods sold or services performed by you. We may require you to pay such fines upon demand or may utilize EFT to collect such fines.

6.14 Consumer Price Index

We can adjust any amount described in this Agreement as subject to inflation adjustment on an annual basis and in proportion to the changes in the Consumer Price Index (U.S. Average, all items) maintained by the

U.S. Department of Labor (or any successor index) as compared to the previous year. If we make an adjustment, we will give you at least thirty (30) days' advance notice.

7 - OBLIGATIONS OF FRANCHISEE

7.1 Use of Trade Name, Marks and System

7.1.1 Ownership

- (a) You understand and agree that, as between the parties, we own the Marks and the System, and you own no rights in the Trade Name, Marks or the System except for the license granted by this Agreement.
- (b) You agree not to contest or assist any other person to contest, the validity of our or our Affiliate's rights and interest in the Trade Name, Marks or the System either during the Term or after this Agreement Terminates or expires.

7.1.2 Use of Trade Name, Marks and System

- (a) In operating the Franchised Business, you shall (i) use only the Trade Name, Marks and elements of the System designated by us for your use and only in the manner authorized and permitted by us; (ii) use the Trade Name and Marks only to operate the Franchised Business and in connection with no other activities; (iii) display notices of trademark and service mark registrations in the exact manner that we specify; (iv) obtain fictitious or assumed name registrations as required by applicable law; and (v) prominently post notices to customers informing them that you are the independent owner of the Franchised Business under license from us.
- (b) You shall not use the Trade Name or any of the Marks or any part thereof: (i) in your corporate or legal name (if you are an Entity); (ii) with any prefix, suffix or other modifying words, terms, designs, colors or symbols; (iii) in any modified form that is not authorized; (iv) in connection with the sale of any unauthorized products or services; (v) in any manner not

expressly authorized in writing by us; or (vi) in any manner that may result in our liability for your debts or obligations.

- (c) We reserve the right to: (i) modify or discontinue licensing the Trade Name or any of the Marks; (ii) add new names, marks, designs, logos or commercial symbols to the Marks and require that you use them; and (iii) require that you introduce or observe new practices as part of the System in operating the Franchised Business. You understand and agree that the term “Marks” has the meaning given in Section 3.20, that the term “System” has the meaning given in Section 3.28 and that the term “Trade Name” has the meaning given in Section 3.30. You shall comply, at your sole expense, with our directions regarding changes in the Marks and System within a reasonable time after written notice from us. We shall have no liability to you for any cost, expense, loss or damage that you incur in complying with our directions and conforming to required changes.
- (d) You understand and agree that any unauthorized use of the Trade Name, Marks or the System by you shall constitute both a breach of this Agreement and an infringement of our or our Affiliate’s intellectual property rights.

7.1.3 Defense of Trade Name, Marks and System

- (a) We and/or our Affiliate shall have the sole right to handle disputes with third parties concerning our or our Affiliate’s use of, ownership of, rights in, or your use of, the Trade Name, Marks or the System.
- (b) You shall immediately notify us in writing if you become aware of any: (i) improper use of any of the Trade Name, Marks or elements of the System; (ii) use by any third party of any mark, design, logo or commercial symbol which, in your judgment, may be confusingly similar to the Trade Name or any of the Marks; (iii) use by any third party of any business practice which, in your judgment, unfairly simulates the System in a manner likely to confuse or deceive the public; or (iv) claim, challenge, suit or demand asserted against you based upon your use of the Trade Name, Marks or the System.
- (c) We and/or our Affiliate shall have sole discretion to take such action as we deem appropriate, including, without limitation, to take no action, and the sole right to control any legal proceeding or negotiation arising out of any infringement, challenge or claim or otherwise relating to the Trade Name, Marks or the System. You do not have the right to make any demand against any alleged infringer or to prosecute any claim of any kind or nature whatsoever against any alleged infringer for or on account of any infringement.
- (d) You shall not settle or compromise any claim, suit or demand asserted against you or your principals and agree to be bound by our decisions in handling disputes regarding the Trade Name, Marks and the System. You shall cooperate fully with us and execute such documents and perform

such actions as may, in our Business Judgment, be necessary, appropriate or advisable in the defense of such claims, suits or demands and to protect and maintain our or our Affiliate's rights in the Trade Name, Marks and the System.

- (e) Unless it is established that a third party claim asserted against you is based, directly or indirectly, upon your misuse of the Trade Name, Marks or the System, we agree to defend you against the third party claim, provided you have notified us immediately after learning of the claim and fully cooperate in the defense of the action. Because we will defend the third party claim, you are not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter. Notwithstanding our agreement to defend you under the conditions stated in this paragraph, you understand and agree that we are not liable to indemnify or reimburse you for any liability, costs, expenses, damages or losses that you may sustain as a result of the third party claim. You, on behalf of yourself and each Franchisee Related Party, hereby waive any claim against us and Franchisor Related Parties based on third party claims involving the System, the Trade Name or the Marks, including, without limitation, for lost profits or consequential damages of any kind.

7.1.4 Advertising Materials

You agree to submit to us copies of all advertising materials that you propose, generate, or have generated by a third party and/or generate at least two (2) weeks before the first time they are broadcast or published. We will review the materials within a reasonable time and will promptly notify you whether we approve or reject them. We may not withhold our approval unreasonably, provided, however, if you make any product or ingredient related claims, we may reject the materials containing such claims at our option and in our Business Judgment. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be covered by any previous approval. Even if we have approved specified materials, we may later withdraw approval if we reasonably believe it necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentation (or alleged misrepresentation), or "claim" in the advertising material.

7.2 Start-Up

7.2.1 Compliance with Manual

SJB will lend you a copy of the **JUICE IT UP!®** Manual. The Manual will include descriptions of the processes from site selection through operating and marketing your Unit. The Manual will contain explicit instructions, as authorized by SJB, for use of the Marks, specifications for goods that will be used in or sold by the **JUICE IT UP!®** Unit, customer service techniques, sample business forms, information on marketing, management, and administration methods developed by SJB for use in the **JUICE IT UP!®** Unit, names of approved suppliers, and other information that SJB believes may be necessary or helpful to you in your operation of the **JUICE IT UP!®** Unit. You'll promptly and continuously comply, at your sole expense, with all provisions of, and additions/deletions/changes to, the Manual. We may make additions/deletions/changes in the standards and specifications set out in the Manual from time to time. Any such additions/deletions/changes will take precedence over all prior communications. Such changes may necessitate the purchase of equipment, supplies, menu boards, external signs, furnishings (including

counters, cabinets, and titles) or other goods, completion of additional training by your employees, or other cost to you. You must promptly conform to the modified standards and specifications at your own expense. You must at all times keep your copy of the Manual current by inserting in it revised pages given to you by us in either hard copy or electronic form, and deleting superseded pages. If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by us will control. The provisions of the Manual, as modified from time-to-time, constitute provisions of this Agreement and are binding upon you. The Manual contains proprietary information of ours and you agree to keep the Manual confidential at all times.

7.2.2 Site Location and Development

You must, on your own initiative and at your own expense, locate and obtain our written acceptance of a location for your **JUICE IT UP!®** Unit and secure a lease or purchase agreement for the premises at that location. If you do not find a site that we authorize within six months from signing the Franchise Agreement, the Agreement will terminate unless we grant you an extension. You may submit a written request for extension of the site selection deadline, which we may grant or withhold, in our Business Judgment. We do not refund any portion of the fees you have paid if you fail to timely locate a site and we terminate the Agreement.

Upon our authorization of your location in accordance with our then-current guidelines and standards, the location will be deemed the “Accepted Location”. You must provide us with a fully executed copy of the lease or purchase agreement for the premises at which you will operate the **JUICE IT UP!®** Unit not later than 15 days after executing said lease or purchase agreement. You will not execute a lease or purchase agreement for the premises at which you intend to operate a **JUICE IT UP!®** Unit unless you have received our prior written acceptance for the location of the premises. The tenant under the lease or purchase agreement for the Accepted Location must be you. You hereby authorize us to communicate with the lessor under the lease (and hereby authorize such lessor to communicate with us) for any purpose, including de-identification of the Accepted Location following the termination or expiration of this Agreement, your sales, your defaults under this Agreement or the lease and negotiating a lease for the Accepted Location following the termination or expiration of your lease.

At the outset of your lease negotiations, you must present to your prospective landlord, the Collateral Assignment of Lease form which is attached to this Agreement as Attachment 3. Prior to signing your lease, you must sign and obtain the signature of your landlord on the Collateral Assignment of Lease and provide a copy of the fully signed document to us.

We may, but are not obligated to assist you in obtaining an acceptable location. Our assistance related to an acceptable location, review and/or authorization of a lease or purchase agreement, and/or any advice or recommendation offered by us, will not constitute a representation or guarantee that you will succeed at the Accepted Location nor does it constitute an expression of our opinion regarding the terms of such lease or purchase agreement. You acknowledge and agree that you will solely rely on your review of any such lease which we recommend also be reviewed by a licensed and competent attorney hired by you. You acknowledge that matters related to your Accepted Location are your sole and absolute responsibility.

You must plan, construct, equip and furnish your Unit in accordance with our currently effective standards, as described in the Manual. You will employ experienced and competent architects, engineers and general contractors of your own selection (but each accepted in writing by us prior to their engagement) unless we have designated architects, engineers and general contractors in the Manual as “approved” or “designated,” in which case you will only use such approved or designated vendors. At your sole cost and expense, you will have architectural, engineering and construction drawings and site plans prepared, and/or modify the standard layout plans and specifications, which may be provided by us, and obtain all permits,

consents, licenses, and approvals required to construct, remodel, renovate, and/or equip the Accepted Location. All such drawings and plans, and all modifications and revisions thereto, shall be submitted to us in writing for our prior review and acceptance before you commence demolition and construction, or renovation pursuant thereto. If we do not deliver written notice to you that we have accepted such drawing and plans, the same shall be deemed rejected.

You may not open your **JUICE IT UP!®** Unit for business until you have received written authorization to open from us, which authorization may be conditional and subject to our satisfactory inspection of your **JUICE IT UP!®** Unit.

Our acceptance of your drawings, plans, and modifications thereto, our guidance with the development of your **JUICE IT UP!®** Unit, and our authorization to open the **JUICE IT UP!®** Unit are to assure that you comply with our standards and specifications, and shall not be construed as any express or implied representation or warranty that the Accepted Location complies with any applicable laws, codes or regulations or that the construction is sound or free from defects. Our criteria for acceptance or rejection do not encompass technical, architectural or engineering considerations. We will have no liability with respect to construction of the Accepted Location, nor shall we be responsible in any way for delays or losses occurring during the design, construction or other preparation of the Unit at the Accepted Location, whether caused by the condition of the Accepted Location, the design, engineering, construction, equipping, decorating, or stocking of the Unit at the Accepted Location, or any other reason. You expressly acknowledge and agree that we do not, directly or indirectly, warrant or ensure that the design, decor, appearance, fixtures, layout, and/or other improvements of the Unit at the Accepted Location will guaranty your success.

Subject only to Force Majeure, you must commence construction (or remodeling) of the Accepted Location promptly following taking possession of the Accepted Location. Without limiting the foregoing and subject only to Force Majeure, you will take all necessary action to develop your Unit in a timely manner in relationship to the Start Date stated in Article 3 or any written extension of the Start Date we grant to you. The time periods for the commencement and completion of construction and commencement of business by the Start Date are of the essence of this Agreement. If you fail to perform your obligations contained in this Section, you may, in our Business Judgment, be deemed in default of this Agreement subject to termination.

In the event of the occurrence of an event which you claim to constitute Force Majeure, you must provide written notice to us in writing within five (5) days following commencement of the alleged Force Majeure which notice shall include the words “Force Majeure” and explicitly describe the specific nature and extent of the Force Majeure, and how it has impacted your performance hereunder. You must provide us with continuous updates (no less frequently than once each week) on your progress and diligence in responding to and overcoming the Force Majeure, and shall notify us immediately upon cessation of such Force Majeure, and provide all other information as may be requested by us. If you fail to timely notify us of any alleged Force Majeure, or fail to provide any such updates during the continuance of the alleged Force Majeure, you will be deemed to have waived the right to claim such Force Majeure.

Default under your lease, if non-curable or if uncured within any applicable cure period, will be deemed a non-curable default under this Agreement and may, at our option, result in immediate termination of this Agreement.

7.2.3 Lay-out, Design and Construction

We will provide you with the latest **JUICE IT UP** design criteria, typical layout, and CAD criteria plans. Upon the execution of your lease, we will conduct a Construction Overview and Orientation at our

headquarters or another location we designate. During this meeting, which you must attend, we will provide you with a project and construction management activity timeline (“GANT” chart) for the development and construction of your **JUICE IT UP!®** Unit. The Manual will contain a list of approved service providers (such as architects, engineers, designers, building contractors, and equipment suppliers). Unless otherwise permitted by us in writing, you will only use such service providers that are indicated as “approved” in the Manual. You may, however, use other service providers, contractors and equipment vendors of your own choice provided, that each such service provider, contractor and vendor is acceptable to us (which acceptance will not be unreasonably withheld) prior to your engagement of such person or Entity. You must provide us with such information as we may request regarding each such service provider, contractor and vendor as a condition to our acceptance. By issuing our approval or acceptance, we do not make any guaranty or warranty concerning the fitness or quality of the goods or services of any supplier, vendor, contractor or other provider. Any contractor hired by you must be state licensed and bonded and insured in compliance with all applicable laws.

In accordance with Section 7.2.2, you must submit to us for our prior review and acceptance the plans and specifications for your **JUICE IT UP!®** Unit. We will review and accept or reject the plans and specifications for your **JUICE IT UP!®** Unit. You agree that our acceptance of your plans and specifications does not constitute a representation warranty, or guarantee, express or implied, by us that such the plans are free of architectural or design errors and thus, we shall have no liability to you or any other person with respect thereto. You will cause each architect, engineer, designer, or other person creating plans for your **JUICE IT UP!®** Unit to assign, without further consideration, the copyright in such plans to us and to thereafter execute, from time to time, any and all other documents necessary or appropriate to confirm title to such copyright in our name.

You will at your sole cost and expense promptly cause the **JUICE IT UP!®** Unit to be constructed, equipped and improved in accordance with our standards and specifications for the design and layout of a **JUICE IT UP!®** Unit, unless we, in writing, agree to modifications thereof. Unless otherwise permitted in writing by us, you will use the materials provided by us to plan and organize the construction of your **JUICE IT UP!®** Unit, including the project management activity timeline.

You or your project manager must communicate with us no less than weekly regarding the status of the development and construction of the **JUICE IT UP!®** Unit.

7.2.4 Orientation, Initial Training and On the Job Training

You or your Designated Manager must faithfully attend all phases of the Orientation, ITP and OJT Training, and complete it to our satisfaction, as certified by us in writing. Failure to successfully complete any aspect of the training program, as determined by us in our Business Judgment, constitutes grounds for termination of this Agreement. However, we have the option in our Business Judgment, but not the obligation, to offer you one or more remedial measures, such as additional training or your employment of qualified personnel, at your sole cost and expense, which must be implemented by you to satisfy your training requirements under this Agreement and avoid termination.

7.2.5 Opening

You will notify us of the scheduled date on which all construction or remodeling of the Accepted Location will be completed in accordance with our specifications and all permits (and other approvals) necessary to open to the public shall have been obtained and you have fully prepared the Accepted Location for OJT Training (the “**Scheduled Completion Date**”) no later than thirty (30) days prior to the Scheduled Completion Date. You must communicate weekly with us so that our training personnel can be appropriately scheduled to provide the OJT Training. We will use commercially reasonable efforts to

provide OJT Training promptly following the Scheduled Completion Date, but you agree that our OJT Training is provided on an as-available basis.

You may not open your **JUICE IT UP!®** Unit to the public until we provide our prior written consent.

7.2.6 Retail Products and Services Offered

You must offer and sell all the products and services and only the products and services that we have authorized you to provide and where applicable on the terms that we have negotiated with our approved suppliers. Within thirty (30) days after receiving written notice from us (unless such notice specifies a longer time period), you must commence and thereafter continue to offer and sell all additional products and services specified by us or, if we withdraw our approval of any products or services, you must cease to offer and sell any such products and services as specified by us. All products and services prepared, sold or provided by you from the **JUICE IT UP!®** Unit must be prepared, sold and/or manufactured in strict accordance with our recipes, standards and specifications, including specifications as to ingredients, brand names, preparation and presentation.

We require that you use only designated and approved suppliers to increase goodwill by promoting uniformity throughout the System. Many of the items supplied by designated suppliers are proprietary, private label items to us and aspects of these items must be kept confidential. Also, by entering into exclusive purchasing agreements with these suppliers, we may have negotiated quantity, ingredient and distribution discounts for the **JUICE IT UP!®** Network as a whole. You are required to accept delivery of approved products and items in accordance with the terms negotiated for the benefit of the Network which may include automatic shipments at the then current product cost plus a distribution margin.

It is your responsibility to place orders with approved suppliers and manage your inventory levels. We do not arrange or place orders or schedule deliveries to your Unit. You are responsible for working directly with the designated and approved suppliers, communicating with them and advising them of issues with deliveries or products. We will provide you with relevant supplier information in the Manuals or otherwise. Occasionally, items may be forced shipped to your Unit to expedite a seasonal sale, you will be notified in advance of these shipments. If you are unable to resolve an issue directly with a supplier, we are available to assist you with delivery problems during regular business hours, Monday through Friday.

Promotional Items, including signs, mobile or other applications, menus, gift and loyalty cards and machines, program POS material, supplement guides, in-store promotional posters, training and recipe cards, smoothie cards, and point-of-sale materials for new promotions, may be purchased only from us or a designated or approved supplier as set forth in the Manual.

You must buy juices, frozen yogurt and sherbets, IQF or fresh fruits and vegetables (produce), other food products, nutritional supplements, coffee, tea, snacks, the POS system, and polling software exclusively from approved suppliers. You must use and sell only the specified retail supplements, snacks, coffee and tea, and other products designated by us from time to time. The rights granted to you hereunder are solely in connection with your retail sale, use and distribution under the System. You may not engage in any wholesale activities related to any product and/or services offered, sold and/or distributed at, from or in connection, with your **JUICE IT UP!®** Unit. Any such wholesale activities by you will be a material breach and grounds for termination of this Agreement by us.

Paper goods, including cups and paper napkins must bear the Marks and may be purchased only from approved suppliers. To be approved, a supplier must stock all of the specified paper items used in a **JUICE IT UP!®** Unit, be reliable, and charge reasonable prices.

We and our affiliates may mark up and profit on the sale of goods or services to you and/or receive payments, rebates, or other material consideration from suppliers on account of such suppliers' dealings with us, you and other franchise owners, and may keep or use any amounts so received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services.

If you propose to use any ingredient, ingredient distributor, supplier or product or service which has not previously been approved by us, you must advise us of this fact and, upon our request, provide us with product specifications, sample products, and/or information about the supplier. We will promptly communicate to you either our written approval or the reasons for withholding our approval. Silence may not be construed as consent. Normally, we do not require that you to pay for our evaluation of a supplier proposed by you. However, if the cost of inspecting the supplier's premises, checking the supplier's credentials, and/or testing the product is Five Hundred Dollars (\$500) or more, we will invoice you for any such amounts over Five Hundred Dollars (\$500) if the supplier is not approved. As a condition of approving a supplier of any product that bears the Trade Name or Marks, we may require that the supplier sign a License Agreement. We may withdraw our approval of a supplier or product if either or both no longer meet our standards or specifications.

We may, from time to time, authorize you to test market products and/or services in connection with the operation of the **JUICE IT UP!®** Unit. You shall cooperate with us in connection with the conduct of such test marketing and shall comply with our rules and regulations established from time to time in connection herewith.

You will establish your **JUICE IT UP!®** Unit retail prices; *provided that*, we reserve the right to establish minimum and maximum prices to the extent permitted under applicable law. We also may recommend pricing.

7.2.7 Gift Card, Discount & Loyalty Programs

You must participate, at your expense, in all gift card, discount and loyalty programs, including but not limited to your acquisition and use of gift and loyalty card machines, mobile or other payment capability/application/program, coupon books, and loyalty and gift cards, as prescribed and authorized by us now or in the future. Such expenses shall not be considered part of or credited toward your Marketing Fund contributions and are separate and distinct from such obligations as otherwise provided in this Agreement. Within thirty (30) days after receiving written notice from us (unless such notice specifies a longer time period), you must commence and thereafter continue to offer, accept and redeem all programs specified by us or, if we withdraw approval of any programs, you must cease to offer, accept and redeem any such programs as specified by us. All programs prepared, sold or provided by you from the **JUICE IT UP!®** Unit must be prepared, sold and/or manufactured in strict accordance with our guidelines, standards and specifications. You shall cooperate with us in connection with the conduct of programs and shall comply with the rules and regulations established from time to time in connection herewith.

7.2.8 Customer Satisfaction Program

Customer feedback is important to us and we monitor such feedback through multiple channels that we designate. We monitor on an ongoing basis customer comments and complaints from telephone hotline, online contact forms, and social media channels such as Twitter®, Yelp®, Tripadvisor®, Facebook® and others. You may not respond to a customer complain on any social media channels, including Twitter®, Yelp®, Tripadvisor®, Facebook®, without our prior written approval. We may require you to implement sales, marketing, promotional, and social media campaigns in response to customer feedback we receive. Customer responses and/or trends in customer responses deemed significant by us will be communicated

to you for resolution. If you do not take immediate, effective steps, including those we have recommended, to bring your operation up to our standards, your failure to do so will constitute a material breach of this Agreement. You shall promptly reimburse us for all costs and expenses incurred on your behalf in connection with a customer satisfaction complaint or issue with your **JUICE IT UP!®** Unit if you fail to comply with our standards.

7.2.9 Menus

All Promotional Items and other goods and services offered or sold from the **JUICE IT UP!®** Unit shall be marketed by approved menu formats to be utilized in the **JUICE IT UP!®** Unit. The approved and authorized menu and menu format(s) may include, in our Business Judgment, requirements concerning organization, graphics, product descriptions, illustrations, and any other matters related to the menu, whether or not similar to those listed. In our Business Judgment, the menu and/or menu format(s) may vary depending upon region, market size, and other factors. We may change the menu and/or menu format(s) from time to time or region to region or authorize tests from region to region or authorize non- uniform regions or Units within regions.

You must, upon receipt of notice from us, add, delete, or revise each Promotional Item or and other good and/or service offered or sold from your **JUICE IT UP!®** Unit on its menu according to the instructions contained in the notice. You shall have a minimum of thirty (30) days and not more than sixty (60) days after receipt of written notice in which to fully implement any such change. You must cease selling any previously approved product within thirty (30) days after your receipt of notice that the product is no longer approved.

7.2.10 Inspections

We and/or our designated representatives (which may include “mystery shoppers”) may conduct periodic quality control inspections of the **JUICE IT UP!®** Unit during normal business hours. You hereby authorize us and our representatives to enter your **JUICE IT UP!®** Unit at any time, including the back room during business hours with or without notice. Excellence Check inspections may be made with or without prior notice and are not limited as to frequency. You must promptly correct any deficiencies in your operation of which you are advised by us. If you do not take immediate, effective steps to bring your operation up to our standards, your failure to do so will constitute a material breach of this Agreement.

You shall promptly reimburse us for all costs and expenses we incur in connection with each inspection of your **JUICE IT UP!®** Unit if you fail to achieve the minimum acceptable standard in connection with the evaluation of your **JUICE IT UP!®** Unit during such inspection.

7.2.11 Notification of Complaints

You must notify us promptly if you are served with a complaint in any legal proceeding that is in any way related to the **JUICE IT UP!®** Unit or if you become aware that you are the subject of any complaint to or investigation by a governmental licensing authority or consumer protection agency.

7.2.12 Ethical Business Conduct; Business Practices

You hereby represent and warrant that:

- (a) You will fully comply with all applicable laws, ordinances and regulations as well as maintaining high standards of moral and ethical behavior in the conduct and operation of your franchised business. This applies to the

ethical and professional management of affairs with your staff and within the local community of the **JUICE IT UP!®** Unit, your relationship with vendors and suppliers, and to your relationship with us and our Franchisor Related Parties. You must, in all dealings with your staff, customers, suppliers, and public officials, adhere to high standards of professionalism, honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action which would tend to cause damage to the goodwill associated with the Trade Name and Marks. Among other things, you will not engage in any illegal discriminatory practices and/or otherwise engage in any lewd or rude behavior.

- (b) You and your Owners, if any, will comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to antiterrorist activities, including without limitation, the U.S. Patriot Act, Executive Order 13224, United States Foreign Corrupt Practices Act any local foreign corrupt practices laws and related U.S. Treasury and/or other regulations (collectively “Anti-Terrorism Laws”) and hereby acknowledge the importance to us and the Franchise Network, of the respective compliance of each with any applicable auditing requirements and any requirement to report or provide access to information to us or any government, that is made part of any applicable law. In connection with such compliance efforts, you will not to enter into any prohibited transactions and will properly perform any currency reporting and other activities relating to your Franchised Business as may be required by us or by law. You and your Owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Owners otherwise are not in violation of, any of the Anti-Terrorism Laws and shall complete such forms attesting to the same as we may require. You are solely responsible for ascertaining what actions must be taken by you to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that your indemnification responsibilities as provided in this Agreement pertain to your obligations hereunder.
- (c) Neither you, any of your Owners nor any employee of either is now nor will in the future be designated as a “Specially Designated Nationals” or “Blocked Persons” by the U.S. Department of the Treasury’s Office of Foreign Assets Control. Currently, this list is published under the internet website address “www.treas.gov/offices/enforcement/ofac/sdn/”. You are neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo. Nor do you or your Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

You will notify us in writing immediately upon the occurrence of any event which renders the foregoing representations and warranties of this paragraph incorrect.

7.2.13 Hours

Subject to applicable law and written agreement between you and us to the contrary, the **JUICE IT UP!®** Unit shall be open and operational for the number of days per year and hours per day specified in

the Manual. You shall diligently and efficiently exercise your best efforts to achieve the maximum Adjusted Gross Sales possible from your **JUICE IT UP!®** Unit.

7.2.14 Vending or Other Machines

Except with our written approval, you shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks, newspaper or magazine dispensers or racks or any other mechanical or electrical device to be installed or maintained at or related to the **JUICE IT UP!®** Unit.

7.2.15 Mobile Carts, Trucks, Seasonal Stores & Off-Site Sales

Unless we have provided you with prior, written approval, you shall not operate or utilize any mobile carts, delivery or operational vehicles, seasonal stores or stands of any kind related to the **JUICE IT UP!®** products and services. All aspects of any such approved operation by us must adhere to all of the same requirements as set forth in the Manual, including, without limitation, our standards, products, reporting, royalties, quality, marketing and branding, use of the Trade Names and Marks. The above should not be construed to limit your ability to provide typical catering services related to your Unit.

7.2.16 Co-Branding

You may not engage in any co-branding in or in connection with the **JUICE IT UP!®** Unit, except with our prior written consent. We shall not be required to approve any co-branding chain or arrangement except in our Business Judgment, and only if we have recognized that co-branding chain as an approved co-brand. “Co-branding” includes the operation of an independent business, branded item, product line or operating system owned or licensed by another Entity (not us) that is featured or incorporated within the Accepted Location or is adjacent to the Accepted Location and operated in a manner which is likely to cause the public to perceive it to be related to the **JUICE IT UP!®** Unit licensed and franchised hereunder. An example would be an independent ice cream store or counter installed within **JUICE IT UP!®** Unit.

7.3 Personnel

7.3.1 Management

Your Designated Manager must devote all his or her productive time and effort to the management and operation of the **JUICE IT UP!®** Unit in the minimum amount of forty (40) hours per week. If you purchase the franchise in your individual capacity, you may be the Designated Manager provided that you satisfy the provisions of this Agreement with respect to the qualifications and training of the Designated Manager. The Designated Manager or another employee who has successfully completed our initial training program must be present at the Accepted Location whenever the **JUICE IT UP!®** Unit is open for business. If you own more than one **JUICE IT UP!®** Unit, an additional Designated Manager will be employed for each **JUICE IT UP!®** Unit. If we, in our Business Judgment, determine that a Designated Manager is not properly performing his duties, we will advise you and you must immediately take steps to correct the situation. You must keep our Operations Department informed in writing as to the identity of your Designated Manager. Upon the termination of employment of a Designated Manager, you must appoint a successor within thirty (30) days. Any successor Designated Manager must successfully complete the Initial Training Program to our satisfaction before starting work in the **JUICE IT UP!®** Unit, unless otherwise agreed by us in writing. You must pay our then-current fee for the Initial Training Program in connection with the training of a successor Designated Manager.

7.3.2 Employees

Immediately before the commencement of the OJT Training and at all times thereafter, you must maintain at all times a staff sufficiently trained to operate the **JUICE IT UP!®** Unit in compliance with our standards and requirements. You and your management are solely responsible for training your employees in accordance with our standards and the Manual.

7.4 Signs and Other Advertising Materials

You must permanently display, at your own expense, on your business premises and on all vehicles you use in the franchised Unit, **JUICE IT UP!®** signs of any nature, form, color, number, location and size, and containing any legends that we have designated in writing. Such lighted exterior building signs must be lighted from dusk to dawn daily, seven (7) days a week, and maintained in workable condition at all times.

You may use and display, as instructed by us, all advertising materials we provide to you from time to time. If you do not use and display advertising materials we provide to you in the manner we instruct, you must return the unused advertising materials to us promptly and at your expense.

7.5 Financial Information

7.5.1 Records

You must record all sales and all receipts of revenue on individual machine serial-numbered receipts. Cash registers must validate the receipts that are presented at the time of sale to your customers. You must retain daily sales reporting forms and accompanying cash register tapes for at least three years after the dates of sale. If your cash register must be repaired, a replacement cash register must be used in its absence.

7.5.2 Reports and Reporting Equipment

We require you to purchase and maintain an electronic cash register, modem, fax machine/printer, computer, telephone, plus communications and accounting software that meet specifications set out in the Manual to facilitate the creation of standardized financial records and their conveyance to us.

As a new Franchisee you also must purchase and maintain the POS and communications equipment, and maintain a single line minimum phone service for voice and fax and high speed Internet.

At any time we may require you to obtain a POS System as defined by us. Upon notice you must purchase, and thereafter continue to use and maintain the computerized point of sale cash collection system (including all related hardware and software) as specified in the Manual or otherwise by us in writing for use in connection with the **JUICE IT UP!®** Unit (the “**POS System**”). We may require the POS System to be (i) connected to a telephone line (or other communications medium specified by us) at all times and be capable of accessing the Internet via a designated third party network for the purpose of implementing software, transmitting and receiving data, accessing the Internet for ordering and maintaining the POS System; and (ii) electronically linked to us or our designated Franchisor Related Party or designee, and you must allow us and/or our Franchisor Related Party or designee, to poll the POS System on a daily or other basis at such times and in such manner as established by us, with or without notice, and to retrieve such transaction information including sales, sales mix, usage, and other operations data as we deem appropriate.

We may require you to update, upgrade or replace the cash register and/or POS System, including hardware and/or software, from time to time upon written notice. We will not require you to replace the POS System any more frequently than once every three (3) years. You may be required to add mobile application software and electronic capability to your store as requested by us. You may not use any equipment, system or technology that we have not expressly authorized in connection with the operation of your Unit. In order for us to assess any such equipment, system or technology, you must submit all relevant information to us and await our determination, which shall not be unreasonably withheld, as to whether or not such use will be approved. Any unauthorized use of same prior to our written approval will constitute a breach of this Agreement by you and you hereby agree to indemnify us for any loss or damage we sustain as a result of any such use by you.

You must also submit to us, at the time of filing, copies of all federal, state and local income tax returns. We will use this data to prepare financial reports for management's use and to formulate earnings and expense information that we may disclose to prospective franchisees. You must provide periodic financial reports to us at the times and using the chart of accounts specified in the Manual.

If you fail to provide any required report within the applicable required timeline, you will be assessed an administrative fee of Fifty Dollars (\$50) per late report.

7.6 Insurance

You must purchase and maintain a policy or policies of comprehensive public liability insurance, including product liability coverage, covering all **JUICE IT UP!®** Unit assets, personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death or property damage of not less than Two Million Dollars (\$2,000,000). We may increase the minimum coverage requirement annually if necessary to reflect inflation or other changes in circumstances. You must also carry 1) casualty insurance in a minimum amount equal to the replacement value of your interest in the **JUICE IT UP!®** Unit premises, including furniture, fixtures and equipment, and 2) business interruption insurance in an amount sufficient to cover the rent of the **JUICE IT UP!®** Unit premises, salary or wages of key personnel, and other fixed expenses for not less than twelve (12) months. In addition, you must maintain policies of worker's compensation insurance, disability insurance; Employer Practices Liability Insurance or similar coverage alternatively named, involving employee-related claims in sufficient amounts in relation to the composition of your staff, but in no event will coverage be less than Five Hundred Thousand (\$500,000) per occurrence; and any other types of insurance required by applicable law. Each insurance policy that is required under this Agreement must contain a provision that the policy cannot be canceled without ten (10) days' written notice to us. It must be issued by an insurance company of recognized responsibility, designate us as an additional named insured, and be satisfactory to us in form, substance and coverage. The following language must appear on your insurance policy showing us as an additional insured: "SJB Brands, LLC, its partners and joint ventures and the officers, directors, shareholders, agents, servants and employees of each of them." You must deliver a certificate of the issuing insurance company evidencing each policy to us within ten (10) days after the policy is issued or renewed and from time to time promptly on request. Failure to do so is a material breach of this Agreement.

If you fail to obtain the required insurance coverage, we may, without obligation, obtain such insurance coverage on your behalf. You must pay us on demand any costs and premiums incurred by us, plus an administrative fee equal to fifteen percent (15%) of the amount of the premium to defray any administrative cost incurred by us.

7.7 Financial and Legal Responsibility

7.7.1 Compliance with Law; Crisis Management Events

(a) You must comply with all federal, state, and local laws and regulations pertaining, directly or indirectly, to the **JUICE IT UP!®** Unit. You must keep current all licenses, permits, bonds, and deposits made to or required by any government agency in connection with the operation of the **JUICE IT UP!®** Unit including compliance with all Americans with Disabilities Act (“ADA”) requirements at all times during the term of this Agreement. While we may from time to time provide information about certain safety or legal guidelines, you are solely responsible for identifying and complying with all laws, including without limitation, and to the extent applicable, the Fair Labor Standards Act, the Occupational Safety and Health Act, any state wage and hour or workers compensation act, any state unemployment compensation benefit law or regulation, or any other federal, state or local employment-related or employee benefit law or regulation. You must comply with the then- current Payment Card Industry Data Security Standard and any revision to it adapted by the PCI Security Standards Council, LLC (the “PCI Council”) or any successor organization or standards we may specify. You shall implement enhancements and security requirements and other requirements established by the PCI Council for merchants accepting payment by credit or debit cards.

(b) Upon the occurrence of a Crisis Management Event, you must immediately inform our President (or as otherwise instructed in the Manual) by telephone. You must cooperate fully with us with respect to your response to the Crisis Management Event.

7.7.2 Payment of Indebtedness

You must pay fully and promptly when due all taxes and debts that you incur in the conduct of your business.

7.8 Software License Agreement; Juice Net Website

If we develop a proprietary software system for use by our franchisees, you agree to purchase, install, use and maintain the software. We will use commercially reasonable efforts to minimize expenses to you in connection with any required software.

We will have sole discretion and control over all aspects of the Juice Net website, including the content and functionality thereof. We have no obligation to maintain the Juice Net website indefinitely, and may upgrade or dismantle the Juice Net website at any time without liability to you. You have the mere privilege to use the Juice Net website, subject to your strict compliance with the standards and specifications, protocols and restrictions that we may establish from time to time. You agree to sign the Juice Net website terms of use attached hereto as Attachment 7, and such amendments as we may require from time to time. You acknowledge that, as administrator of the Juice Net website, we can access and view any communication that any person posts on the Juice Net website. You agree that the Juice Net website and all communications that are posted to it will become our property, free of any claims of privacy or privilege that you or any other person may assert.

If you at any time you are not in Good Standing, we may, in addition to, and without limiting any other rights and remedies available to us, disable or terminate your access to the Juice Net website without us having any liability to you, and in which case we will only be required to provide you with a paper copy of the Manual and any updates thereto, if none have been previously provided to you, unless you are not otherwise entitled to the Manual.

7.9 Local Store Marketing; Trade Area Activation Plan

You must spend at least one percent (1%) of your Adjusted Gross Sales per year on local store marketing and promotion in a manner that conforms with the Manual. You may deduct from this requirement any amounts you pay to a mandatory mail advertising program. You must submit, on or before the fifteenth (15th) day of each calendar month, copies of invoices for advertising materials, public relations activities, and/or media space and time showing compliance with the provisions of this paragraph during the immediately preceding month. Advertising expenditures in excess of the required minimum in any month may be used to offset shortfalls in any later month, as long as the total advertising expenditures for the calendar year, on a cumulative basis, equal or exceed the stated minimum. We will assist you with developing your local store marketing if requested by you prior to your successful completion of all segments of the **JUICE IT UP!®** training program and before your Unit opens. You can also request marketing assistance at a later time.

You must expend not less than Six Thousand Five Hundred Dollars (\$6,500) to conduct a trade area activation program for the **JUICE IT UP!®** Unit (the “**Trade Area Activation Plan**”), which Trade Area Activation Program: (a) is in addition to advertising and promotion required under this Agreement and such expenditures are in addition to your local store marketing expenditure requirements in Section 7.9 and required Marketing Fund contributions under this Agreement; (b) will utilize marketing and public relations programs and media and advertising materials approved by us; (c) will be conducted in accordance with our specifications and standards; and (d) will be conducted within thirty (30) to forty five (45) days following your opening of the **JUICE IT UP!®** Unit to the public (or within ninety (90) days following the closing of an assignment or Transfer). We will collect a deposit in the amount of \$3,750 (50% of your required Trade Area Activation Plan spend) prior to opening (unless you are an assignee of this Agreement, or you have signed this Agreement in connection with a Transfer, in which case the deposit will be collected upon closing of the assignment or Transfer, as applicable) which we will spend on your behalf as costs are incurred in connection with the Trade Area Activation Plan and the remaining \$3,750 will be paid to various vendors after opening the **JUICE IT UP!®** Unit (or the closing of the assignment or Transfer, as applicable). Promptly following the conclusion of such Trade Area Activation Program, you will send us written notice of its completion and such documents as we may request to evidence your expenditure of at least Six Thousand Five Hundred Dollars (\$6,500) to conduct such program.

7.10 Telephone and Other Directory Listings, Internet Sites.

- (a) You may not develop, maintain, or authorize any domain name, Internet address/site, or social media account or site that mentions or describes you or your **JUICE IT UP!®** Unit or displays the Trade Name or any of the Marks without our prior written approval. We may establish one or more websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, etc.), keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), online videos, display banner campaigns, email marketing campaigns, applications, mobile apps, and/or other digital advertising on the internet or other means of digital or electronic communications (collectively, “Digital Marketing”). We may also design and provide for the benefit and promotion of your **JUICE IT UP!®** Unit a local subpage at within such Digital Marketing, in which case you agree to pay any costs associated with the creation and maintenance of such marketing. We will have the sole right to control all aspects of any Digital Marketing, including those related to your **JUICE IT UP!®** Unit. Unless we consent otherwise in writing, you may not, directly or

indirectly, conduct or be involved in any Digital Marketing that use the Trade Name and/or Marks or that relate to your **JUICE IT UP!®** Unit. You understand and agree that we own all telephone numbers, domain names, Internet addresses/sites, Digital Marketing, and/or other communications services links (collectively, the “Numbers”), and any related directory listings/advertising, used in connection with the operation of your **JUICE IT UP!®** Unit. You agree to comply with all policies we establish related to the use of such Numbers, accounts, listings or posting on the Internet. We require you to sign an assignment of such Numbers and accounts in the form attached hereto as Attachment 4. After any Termination, Repurchase and/or expiration of the Franchise, you will promptly transfer, call-forward, discontinue or otherwise deal with the Numbers, accounts and any related directory listings/advertising as we direct. You agree to sign any documents and/or pay any amounts required by a telephone/communication services provider as a condition to our exercising any rights under this Section. By signing this Agreement, you irrevocably appoint us your attorney in fact to take any such actions regarding the Numbers, accounts and any related directory listings/advertising if you do not do so yourself within ten (10) days after the Termination, Repurchase or expiration of this Agreement. Such companies may accept this Agreement as conclusive evidence of our exclusive rights in such Numbers, accounts and related directory listings, web pages and advertising/marketing.

- (b) If we choose at any time to be direct billed by a provider for any account for the Numbers and/or directory listings/advertising, you agree to pay us all amounts due such providers within ten (10) days of our written notice to you. If you fail on two or more occasions to pay any such amounts to us when due, then we may require you to maintain a deposit with us in an amount reasonably determined by us based upon usage history and other relevant factors.

8 - RELATIONSHIP OF PARTIES

8.1 Interest in Marks and System

You may not at any time do or cause to be done anything contesting or impairing our interest in the Trade Name, Marks or System. You acquire no rights in any of such property except for your right to use them in accordance with the express terms of this Agreement. We retain the right to grant other franchises or licenses to use the Trade Name, Marks and System upon any terms we deem appropriate.

8.2 Independent Status

You are an independent legal Entity and must make this fact clear in your dealings with suppliers, lessors, government agencies, employees, customers and others. You will rely on your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. It is expressly agreed that the parties intend by this Agreement to establish between you and us the relationship of franchisor and franchisee. You and we understand and agree that neither party is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. You may not expressly or implicitly hold yourself out as an employee, partner, shareholder, joint venture or representative of ours, nor may you expressly or implicitly state or suggest that you have the right or power

to bind us or to incur any liability on our behalf. All employees hired by or working for you shall be your employees and shall not, for any purpose, be deemed our employees or subject to our control. You and we agree that the relationship created by this Agreement is one of independent contractor and not a fiduciary relationship. You are prohibited from using the Trade Name or Marks as part of your Entity.

8.3 Display of Disclaimer

You must conspicuously display a sign that states that **“THIS JUICE IT UP!® UNIT IS INDEPENDENTLY OWNED AND OPERATED”** at the Accepted Location. Business cards, stationery, purchase order forms, invoices, leases, tax returns and other documents you use in your business dealings with suppliers, lessors, government agencies, employees and customers must clearly identify you as an independent owner and operator.

8.4 Confidentiality

You acknowledge and agree that the Confidential Information and Trade Secrets disclosed to you under this Agreement, whether or not included in the Manual, are confidential and proprietary. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third party, except to your employees and agents as necessary in the regular conduct of the **JUICE IT UP!®** Unit and except as authorized in writing by us. You may not use any such information in any manner except as necessary for the regular conduct of the **JUICE IT UP!®** Unit.

You must obtain written nondisclosure agreements, in the form of Attachment 5 to this Agreement, from your employees, agents and Franchisee Related Parties and must send us a copy of each such agreement within ten (10) days after each employee and agent begins his or her relationship with you, and with respect to the Franchisee Related Parties, within ten (10) days after beginning his or her relationship with you.

While you and your employees and contractors do not perform any work for us as an employer or otherwise, the following notice is provided pursuant to the Defend Trade Secrets Act of 2016 to the extent it is determined or construed to be required for us or our Affiliates to enforce our/their full rights under such Act or any other law:

“An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. “

8.5 Indemnification

8.5.1 Indemnification by You

You will indemnify and hold us and our Franchisor Related Parties harmless from all expenses, claims, losses, and liabilities of any kind arising from or in any way connected to (a) your development, construction or operation of the **JUICE IT UP!®** Unit, or (b) any act or omission of yours or any Franchisee Related Parties related to this Agreement or the Franchised Business. If we or any of our Franchisor Related

Parties is made a party to a legal proceeding in connection with your act or omission, we may hire counsel to protect our interests and bill you for all costs and expenses incurred by us or any of our Franchisor Related Parties or both, as applicable. You must promptly reimburse us or our Franchisor Related Party or Parties or both, as applicable. In spite of the foregoing, you will not be obligated to indemnify and hold us and our Franchisor Related Parties harmless for expenses, claims, losses, or liabilities based upon or alleging our or our Franchisor Related Party or Parties': 1) gross negligence and/or intentional misconduct; and/or 2) breaches of any agreement to which we or any of our Franchisor Related Parties is bound. You further acknowledge that this obligation to indemnify and reimburse us and our Franchisor Related Parties for costs and expenses, as described above, expressly applies to claims from persons employed by or providing services to you involving allegations of a violation the Fair Labor Standards Act, the Occupational Safety and Health Act, any state workers' compensation act, any state unemployment compensation benefit law or regulation, or any other federal, state or local employment or employee benefit law or regulation, and regardless of the basis of the alleged liability, whether joint employer, ostensible agency, vicarious liability or otherwise. All amounts payable by you under this Section are due upon demand. Your obligations under this Section survive the assignment, termination or expiration of this Agreement.

8.5.2 Indemnification by SJB

We will indemnify and hold you and your Franchisee Related Parties harmless from all expenses, claims, losses, and liabilities of any kind arising from our intentional misfeasance, gross negligence or material breach of our obligations under this Agreement, except to the extent caused by the intentional misfeasance, gross negligence or material breach by you (or your Franchisee Related Parties) of obligations under this Agreement. In spite of the foregoing, we will not be obligated to indemnify and hold you and your Franchisee Related Parties harmless for expenses, claims, losses, or liabilities based upon or alleging: (a) your negligence and/or intentional misconduct and/or the negligence and/or intentional misconduct of your Franchisee Related Party; and/or (b) your breaches or those of your Franchisee Related Party of any agreement to which you or your Franchisee Related Party is bound. This indemnity will continue in full force and effect after and in spite of the Termination of this Agreement.

8.6 Covenants

Due to the valuable and proprietary nature of the Confidential Information, Trade Secrets and other proprietary information included in the **JUICE IT UP!®** System and because the unauthorized disclosure and/or use of same would cause irrevocable damage to us and our franchise System, you, your Owners and all Franchisee Related Parties **will not during the term** of this Agreement and subject to the post-termination provisions contained herein, engage in or operate, directly or indirectly as owner (beneficial or otherwise), partner, investor, member, director, officer, employer, employee, principal, agent, franchisor, franchisee, or consultant, or through any corporation or Related Parties, any Similar Business (including any entity granting franchises or licenses or establishing joint ventures to operate Similar Businesses.

For a continuous uninterrupted period commencing upon the expiration or termination of the Franchise Agreement, regardless of the cause, and continuing **for two (2) years thereafter**, you, your Owners and all Franchisee Related Parties will not engage in or operate directly or indirectly as owner (beneficial or otherwise), partner, investor, member, director, officer, employer, employee, principal, agent, franchisor, franchisee, or consultant, or through any corporation or Related Parties, any Similar Business (including any entity granting franchises or licenses or establishing joint ventures to operate Similar Businesses), which also satisfies **either of the following**: (a) if not subject to California law, is within five (5) miles of any **JUICE IT UP!®** location whether franchised or owned by us or a Franchisor Related Party; **or** (b) if subject to California law, is within five (5) miles of any **JUICE IT UP!®** location whether franchised or owned by us or a Franchisor Related Party and would inherently involve the disclosure and/or

use of our Confidential Information or Trade Secrets. Additionally, neither you nor any of your Owners and/or Franchisee Related Parties may, **during the term of this Agreement and for two (2) years after** its Termination, directly or indirectly, as owner, partner, investor, member, director, officer, employer, employee, principal, agent, franchisor, franchisee, or consultant:

- (a) employ or seek to employ any person who is employed by us, any Franchisor Related Party or any other **JUICE IT UP!®** franchisee or otherwise induce or attempt to induce such a person to leave his or her employment;
- (b) interfere or attempt to interfere with any business relationship or advantage of ours, our Franchisor Related Parties or any other **JUICE IT UP!®** franchisee; or
- (c) divert or attempt to divert any customer or business from us, any Franchisor Related Party or any other **JUICE IT UP!®** franchisee or solicit or attempt to obtain the business of any person who has been a customer of any **JUICE IT UP!®** franchisee.

You must obtain written nondisclosure and noncompetition agreements, in the form of Attachment 5 to this Agreement, from your Owners, employees, agents and Franchisee Related Parties upon beginning your relationship with each of them. You are responsible for ensuring that the form of any such agreement that you use is in compliance with and enforceable under, local law. You must send us a copy of each signed nondisclosure and noncompetition agreement within ten (10) days after each employee and agent begins his or her relationship with you, and with respect to any Owner or Franchisee Related Parties, within ten (10) days after they assume that status with you.

8.7 Guaranty

If you are an Entity, each of your Owners and the spouse(s) or domestic partner(s), if any, of such individuals, must personally, and unconditionally, guaranty the payment and performance of each of your obligations under this Agreement and the obligations of your employees, agents and Franchisee Related Parties, that are required to sign agreements in the form of Attachment 5. You must cause your Owners to sign and deliver to us the personal guaranty attached as Attachment 6 of this Agreement.

8.8 Grant of Security Interest.

For valuable consideration, as security for the payment of all amounts owing or to be owed by you (and/or any Affiliate of yours) to us (and/or any Affiliate of ours) under this Agreement or any other agreements, and your performance of all obligations thereunder, you hereby grant to us a security interest in all proceeds of your **JUICE IT UP!®** Unit and in all of the assets, including equipment, store lease, furniture, fixtures and signs, used by, at or in connection with, your **JUICE IT UP!®** Unit and its related business (the "Collateral"). You will not remove the Collateral or any portion thereof without our prior written consent. You represent and warrant that the security interest granted is prior to all other security interests in the Collateral except for (a) bona fide purchase money security interests and (b) the security interest granted to a third party in connection with your original financing for your **JUICE IT UP!®** Unit, if any. In connection with any request for our approval of a security interest, we will make commercially reasonable efforts to accommodate reasonable lender's requirements, including the subordination of our interests to the lender's and/or lessor's, as applicable, in our Business Judgment, bearing in mind the interests of the borrower, lender, ourselves and the System. On the occurrence of any event entitling us to Terminate this Agreement or any other agreement between the parties, or if we reasonably determine that

we are not assured that your (and/or any Affiliates') obligations will be timely and fully paid and/or performed, we will have all the rights and remedies of a secured party under the Uniform Commercial Code of the State in which your **JUICE IT UP!®** Unit is located, including, without limitation, the right to take possession of the Collateral. You must execute and deliver to us financing statements and/or such other documents as we reasonably deem necessary to perfect our interest in the Collateral within ten (10) days of your receipt of such documents from us.

9 - TRANSFER OR REPURCHASE OF FRANCHISE

9.1 Purpose of Conditions for Approval of Transfer

Our grant of this franchise is made in reliance upon your integrity, ability, experience and financial resources. Neither this Agreement, the franchise nor the **JUICE IT UP!®** Unit operated under it may be Transferred unless you have first obtained our written consent, which may not be unreasonably withheld. In order to ensure that no Transfer jeopardizes the Trade Name, the Marks, or our interest in the successful operation of the **JUICE IT UP!®** Unit, we will consent to a Transfer only if you comply with the provisions of Sections 9.2 and 9.3 of this Agreement and if the conditions described in Section 9.4 are fulfilled.

9.2 Notice of Proposed Transfer

If you would like to Transfer this franchise, you must submit to us: (a) the form of franchise purchase application currently in use by us, completed by the prospective assignee; (b) a written notice, summarizing all the terms and conditions of the proposed Transfer, along with a copy of the signed purchase agreement and escrow instructions, if applicable; (c) the transfer fee described in Article 6 of this Agreement; and (d) the other information, documents and information to be delivered to us in connection with a Transfer, as set forth in the Manual. If the Transfer is not approved by us, we will return the transfer fee to you after deducting direct costs incurred in connection with the proposed Transfer which may result in us retaining the entire transfer fee at a maximum.

9.3 Consent by SJB; Right of First Refusal

We must respond in writing to your written notice within fifteen (15) days after receiving it, or, if we request additional information, within the later date of fifteen (15) days after receipt of the additional information or the final day of the original fifteen (15) day period. We may either consent to the Transfer, or notify you of our reason for refusing to consent, or purchase the **JUICE IT UP!®** Unit from you directly upon the same terms and conditions as those offered by the third party, except that we may substitute a reasonable amount of cash for any non-cash consideration. Silence may not be construed as consent. If we consent to the Transfer, then you may Transfer the interest described in the notice only to the named assignee and only upon the terms and conditions stated in the notice. Consent by us to a particular Transfer will not constitute consent to any other or subsequent Transfer.

9.4 Conditions for Consent to Transfer

Provided that we do not exercise the right of first refusal set forth in Section 9.3, our consent is subject to certain conditions, including but not limited to:

- (a) That the proposed assignee meets, to our satisfaction, all of the criteria of character, business experience, financial responsibility, net worth and other standards that we, in our Business Judgment, may apply to new, renewing or transferee franchisees at the time of Transfer;

- (b) Payment of all your outstanding debts to us;
- (c) A copy of the Financial Statements and Tax Returns for your **JUICE IT UP!®** Unit for the prior two (2) year period;
- (d) Cure of all defaults under the Manual, the Franchise Agreement, any other agreement(s) between us or our Affiliates and you;
- (e) At our option, the transferee/assignee shall have either (i) assumed this Agreement by a written assumption agreement approved by us, or agreed to do so at closing, and at closing executes an assumption agreement approved by us; *provided however*, that such assumption shall not relieve you (as transferor/assignor) of any such obligations; or (ii) executed a replacement franchise agreement on the then-current standard form of franchise agreement used by us in the state in which the **JUICE IT UP!®** Unit is being operated, *provided, however*, that the term of replacement franchise agreement shall be the remaining term of this Agreement, and, at our request, the transferor/assignor shall have executed a continuing guaranty in our favor of the performance and payment by the transferee/assignee of all obligations and debts to us and our Franchisor Related Parties under the replacement franchise agreement;
- (f) At your expense, the **JUICE IT UP!®** Unit shall be remodeled, modernized and redecorated and the fixtures, equipment, and signs used in the **JUICE IT UP!®** Unit shall be replaced and modernized so that the **JUICE IT UP!®** Unit meet the standards of appearance and function applicable to the premises of new **JUICE IT UP!®** Units at the time of the Transfer;
- (g) The prior receipt of your payment of the transfer fee described in Article 6 of this Agreement;
- (h) Our receipt of an estoppel agreement indicating any and all causes of action, if any, that you may have against us or if none exist, so stating, and a list of all Owners having an interest in this Agreement or in you, the percentage interest of Owner, and a list of all officers and directors, in such form as we may require;
- (i) Completion by the assignee of the our initial training program, to our satisfaction;
- (j) You and any Franchisee Related Parties that are parties to an agreement with us have signed a General Release of known and unknown claims in a form satisfactory to us with respect to past dealings with us and our Franchisor Related Parties;
- (k) Agreement by the assignee to spend at least Six Thousand Five Hundred Dollars (\$6,500) on re-opening promotion during the first ninety (90) days after Transfer, to inform the public of change of ownership;

- (l) each certificate representing an ownership interest in any transferee entity shall have conspicuously endorsed on it, and/or the bylaws or operating agreement shall include, as applicable, a statement that ownership interests are held subject to the restrictions on Transfer provided in this Agreement and copies of such documents, as well as applicable bylaws or operating agreements and articles of incorporation/organization, shall be delivered to us on request.

9.5 Distributions Other Than Transfers

As used in this Agreement, the term “Transfer” does not mean an assignment to any of your employees under any employee stock option plan or stock purchase plan, provided that any share certificate distributed under such a plan is marked with a legend describing the restrictions and conditions of Transfer required by this Agreement.

9.6 Transfer Upon Death

If you are an individual and die during the term of this Agreement, your heirs or beneficiaries will have up to sixty (60) days within which to demonstrate to our satisfaction that they meet all of the criteria of character, business experience, financial responsibility, net worth and other standards that we require of new franchisees at that time. If we approve your heirs or beneficiaries as assignees of the franchise, we will waive any transfer fee in connection with the Transfer. If we advise your heirs or beneficiaries in writing that we will not approve them as assignees of the franchise, or if we fail to approve or disapprove the Transfer within sixty (60) days following your death, your heirs or beneficiaries may have one hundred twenty (120) additional days from the date of disapproval of the Transfer or the end of the sixty (60) day period, whichever was first in time, within

which to find and notify us of a proposed Transfer to a qualified assignee in conformity with the provisions of Sections 9.2, 9.3, and 9.4 of this Agreement. If your heirs or beneficiaries do not timely advise us within the specified period or the assignee is not qualified, the Franchise Agreement will automatically terminate at the end of the period unless a written extension of time has been granted by us.

9.7 Assignment by SJB

We may assign this Agreement or any rights or obligations created by it and/or any of our other assets or any or all ownership interests in us, at any time without notice to you or your consent.

9.8 Assignment to a Controlled Entity

If you are one or more individuals, and in the event that you propose to transfer all of your interest in this Agreement and the assets of the **JUICE IT UP!®** Unit (including the lease or fee for the premises of the Accepted Location) operated hereunder to a corporation, limited liability company, or Partnership formed by you solely for the convenience of ownership, you may do so (without paying the transfer fee specified in this Agreement), upon receipt of our written consent to such transfer, which consent may be conditioned on the following requirements:

- (a) Upon our request, your delivery to us of a true, correct and complete copy of the transferee Entity’s articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, ledger of owners and other organizational documents, which provide that its activities are confined exclusively to operating the **JUICE IT UP!®** Unit;

- (b) That each individual original franchisee directly owns the same legal and beneficial ownership of the Equity and voting rights of the transferee as such person(s) did immediately prior to the Transfer to the transferee Entity;
- (c) Such Entity is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its business or the operation of its properties requires it to be so qualified;
- (d) Such Entity conducts no other business than the operation of **JUICE IT UP!®** Units;
- (e) Such Entity assumes all of the obligations under this Agreement pursuant to written agreement, the form and substance of which shall be acceptable to us, provided that no such assignment will relieve the original party of any of its obligations under this Agreement;
- (f) Each individual comprising you, and all present and future owners (directly or indirectly), in the aggregate, of the Equity or voting rights of you, and the spouse(s) or domestic partner(s), if any, of such individuals, shall execute a written guaranty, in a form prescribed by us, personally, irrevocably and unconditional guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to us and our Franchisor Related Parties under this Agreement;
- (g) At our request, you must, and must cause each of your Franchisee Related Parties who have executed a franchise agreement and each direct or indirect parent or subsidiary of such Franchisee Related Party, to execute and deliver to us a General Release, on a form prescribed by us of any and all known and unknown claims against us and our Franchisor Related Parties and their officers, directors, agents, shareholders and employees; and
- (h) You must reimburse us for all direct and indirect costs and expense we may incur in connection with the transfer, including attorneys' fees.

9.9 **Our Right to Repurchase Your Franchise**

- (a) As used in this Agreement, "Repurchase" includes (but is not limited to) any acquisition by us (and/or any of the Franchisor-Related Party/ies) of your rights in and/or to any of the following: (i) this Agreement; (ii) the Franchise; (iii) the ownership of the Franchisee; (iv) your Franchised Business; or (v) any lease or assets associated with any of the foregoing.
- (b) We have a right, but not an obligation, to exercise our rights of Repurchase at any time. We may exercise this right in our Business Judgment by giving you written notice at any time during the term of this Agreement or at any time on or within one hundred twenty (120) days following the date of Termination/expiration of this Agreement.
- (c) The Repurchase price shall be the *greater* of the following:

A. a multiple of three (3) times the Net Earnings Before Interest, Taxes, Depreciation and Amortization (“EBITDA”) defined as follows:

Gross EBITDA in the immediately preceding year less any or all of the following; unpaid royalties and/or advertising fees, unpaid fines or outstanding financial obligations to us; unpaid sales, property or business income tax, unpaid rent owed to your landlord;

OR

B. the fair market value of the physical assets of the business as determined by an independent third party appraiser, mutually agreed upon by you and us.

If a rental deposit has been held on account by your landlord, you will need to request the return of said deposit to the extent your landlord has not applied it toward repairs or other expenses related to your occupancy.

- (d) Pending the closing of such Repurchase by us, we will have the right to appoint a manager to maintain the operation of your business. You will indemnify and hold us harmless against all obligations incurred in connection with the business prior to the Repurchase. You agree to furnish us with a list of accounts unpaid by you within ten (10) days of our notice of intent to exercise our option to Repurchase.
- (e) The post-term restrictions described in this Agreement, will be continuing obligations of yours. We will receive all Customary Representations and Warranties from you, your owners and your Affiliates and will not assume any liabilities, debts or obligations of yours/your Affiliates in connection with any such Repurchase. As used in this Agreement, “Customary Representations and Warranties” include commitments generally made by a transferor in connection with a transfer of a business and/or related assets, including but not limited to: representations as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, relating to the business/assets/Entity to be acquired; full indemnification obligations and non-competition covenants by the transferor and each Affiliate, substantially similar to those required in this Agreement; the delivery at closing of instruments transferring good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us in our Business Judgment), and demonstrating that all sales, transfer and/or similar taxes are to be paid by the transferor through escrow if we so require; the transfer at closing of all licenses and permits which may be assigned or transferred.
- (f) The total amount due to you from us for the Repurchase will be paid in cash and in two (2) or more installments, as we determine at the time of Repurchase. We can offset against the Repurchase price and any other amounts we owe to you, and any installments thereof, any amounts owed by you to any Affiliates to us, any Franchisor Related Party/ies, or any creditor of yours that we pay. In connection with our exercise of any rights

under this Section 9.9, you (and each owner/Affiliate of yours) will execute a General Release that will inure to our benefit.

10 - TERMINATION OF FRANCHISE

10.1 Termination by Consent of the Parties

This Agreement may be terminated upon the mutual written consent of the parties.

10.2 Termination by SJB

10.2.1 Notice of Default

- (a) Subject to applicable laws of the jurisdiction in which the **JUICE IT UP!®** Unit is located to the contrary, you will be deemed in default under this Agreement, and all rights granted herein shall at our election automatically terminate upon notice to you upon the occurrence of any of the defaults described in Sections 10.2.2 (g) through (r) below.
- (b) You will have five (5) days after our written notice of default within which to remedy the default described in subsection 10.2.2 (f) below. If such default is not cured within that time period, or such longer time period as applicable law may require or as we may specify in the notice of default, this Agreement and all rights granted hereby will automatically terminate, without further notice or opportunity to cure.
- (c) You will have thirty (30) days after our written notice of default within which to remedy any of the defaults described in subsections 10.2.2 (a) through (e) below, and to provide evidence of such remedy to us. If any such default is not cured within that time period, or such longer time period as applicable law may require or as we may specify in the notice of default, we may terminate this Agreement and all rights granted by it, without further opportunity to cure.
- (d) In addition to or in lieu of any other rights and remedies provided to us under this Agreement, including any applicable right to terminate this Agreement, we may, in our Business Judgment, assess an amount for each default, whether or not such default has been cured, to cover our administrative costs and/or legal fees associated with any such default, equal to the following:
 - A. Five Hundred Dollars (\$500) for the initial default committed by you under this Agreement, the Manual or any other agreement with us;
 - B. One Thousand Dollars (\$1,000) for the second default committed by you under this Agreement, the Manual or any other agreement with us; and
 - C. Two Thousand Dollars (\$2,000) for the third and any subsequent default committed by you under this Agreement, the Manual or any other agreement with us.

The above does not waive any other right or remedy to which we may be entitled under this Agreement or any other agreement between you and us, nor to any relief to which we would otherwise be entitled at law, in equity or otherwise. The parties hereby acknowledge and agree that costs and fees associated with each default are difficult to estimate and can vary depending upon the circumstances and that the above does not constitute a mere penalty but is instead a realistic and fair assessment of the likely costs and fees incurred by us in the event of your default.

10.2.2 Events of Default

Upon the occurrence of any of the following defaults, we at our option, may terminate this Agreement:

- (a) If you fail to submit to us in a timely manner any information you are required to submit under this Agreement;
- (b) If you fail to begin operation of a **JUICE IT UP!®** Unit by *the earlier of* (i) the Start Date of this Agreement; or (ii) the date that is eighteen (18) months following the date of this Agreement;
- (c) If you fail to operate your **JUICE IT UP!®** Unit in accordance with this Agreement and the Manual, including but not limited to all of the provisions of Article 7 of this Agreement;
- (d) If you breach or fail to substantially perform any obligation under this Agreement or any other agreement with us or our Franchisor Related Parties;
- (e) If you (or any other person required to undergo training) fail to successfully complete any aspect of the applicable training program;
- (f) If you fail to make any payment when due under this Agreement or any other agreement between you and us or a Franchisor Related Party;
- (g) If you misuse the Marks or the System or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them or if you use in a **JUICE IT UP!®** Unit any names, marks, systems, logotypes or symbols that we have not authorized you to use;
- (h) If you, and/or any of your Franchisee Related Parties, owns any direct or indirect interest in the operation of any Similar Business, or if you fail to give us a signed copy of the Nondisclosure and Noncompetition Agreement for each of your Franchisee Related Parties within ten (10) days after the Franchisee Related Party assumes that status with you;
- (i) If you attempt to transfer or assign your rights under this Agreement in any manner not authorized by this Agreement;
- (j) If you or your Franchisee Related Party has made any material misrepresentation in connection with the acquisition of a **JUICE IT UP!®** Unit or to induce us to enter into this Agreement;

- (k) If you act without our prior written approval or consent in regard to any matter for which our prior written approval or consent is expressly required by this Agreement;
- (l) If you cease to operate the **JUICE IT UP!®** Unit for a period of five (5) consecutive days or more, unless: (i) operations are suspended for a period of no more than one hundred eighty (180) days and (ii) the suspension is caused by fire, condemnation, or Force Majeure;
- (m) If you lose the right to occupy the Accepted Location and fail (a) to begin immediately to look for a substitute site or (b) to locate a substitute site, and to begin operating the **JUICE IT UP!®** Unit from that substitute site, within the time period prescribed in Section 4.2.3 of this Agreement;
- (n) If you fail to locate a substitute site and begin operating the **JUICE IT UP!®** Unit from the substitute site within one hundred eighty (180) days of (i) expiration or termination of the lease or sublease for the Accepted Location, or (2) our consent to your request to relocate the **JUICE IT UP!®** Unit;
- (o) If, after curing any failure to substantially comply with the requirements of the Franchise Agreement or Manual, you engage in the same non-compliance, whether or not corrected after notice;
- (p) If we make a reasonable determination that the operation of the **JUICE IT UP!®** Unit poses an imminent danger to public health or safety;
- (q) Except as otherwise required by the United States Bankruptcy Code, if you become insolvent, are adjudicated a bankrupt, or file or have filed against you a petition in bankruptcy, reorganization or similar proceeding;
- (r) If there is a seven percent (7%) or greater discrepancy in the payment of royalties or advertising fees payable under this Agreement, or if intentional underreporting of any amount has occurred, your rights in this Agreement may be terminated; or
- (s) If you are convicted of a felony, any criminal offense or any other misconduct involving moral turpitude or which adversely impacts the Marks or the System.

10.3 Rights and Obligations After Termination

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations. We will have no further obligations under this Agreement.

- (a) You must immediately return to us: (i) all hard copies and electronic copies (capable of being returned) of the Confidential Information and Trade Secrets, including the Manual, together with all copies of any of them; and (ii) all other manuals, records, files, instructions, correspondence and other materials relating to the operation of the Franchised Business (“**Other Materials**”). If you have on your computer

systems, your e-mail accounts, or other digital storage systems or services copies of the Confidential Information, Trade Secrets, Manual, and/or Other Materials, you must immediately erase those copies. You must provide us with a certification attesting to the fact that all copies of the Confidential Information, Trade Secrets, Manual, and Other Materials in your control or the control of your officers, directors, owners, employees, agents, and representatives have been returned or destroyed in accordance with this Section.

- (b) You must immediately cease using the System, including the Marks and any confusingly similar names, marks, commercial symbols, systems, insignia, symbols, color schemes, trade dress, designs, procedures, domain names, and methods. If you fail or refuse to make changes to the Franchised Business required to distinguish the Franchised Business from its former appearance, we have the right, in addition to all other remedies, to enter the Accepted Location and make the required changes on your behalf, and you must pay to us the entire costs we incur in making the changes.
- (c) You must immediately stop identifying yourself in any way as our franchisee or former franchisee. You must immediately cease any conduct that might give others the impression that you are operating a **JUICE IT UP!®** Unit.
- (d) You must give us a final accounting for the **JUICE IT UP!®** Unit, pay us within thirty (30) days after Termination all payments due to us, and return the Manual and any other property belonging to us.
- (e) You must promptly, but in no event in excess of thirty (30) days after termination, sign any documents and take any steps that in our judgment are necessary to delete your listings from classified telephone directories, disconnect or, at our option, assign to us all telephone numbers that have been used in the **JUICE IT UP!®** Unit, and terminate all other accounts, domain names, Internet addresses/sites, social media accounts or sites and/or other communications services links and references that indicate you are or ever were affiliated with us. By signing this Agreement, you irrevocably appoint us as your attorney-in-fact to take the actions described in this paragraph if you do not do so yourself within seven (7) days after Termination of this Agreement.
- (f) You must maintain all records required by us under this Agreement for a period of not less than three (3) years after final payment of any amounts you owe to us when this Agreement is Terminated.
- (g) We (and/or any Affiliate of ours), have an option but, unless otherwise required under applicable law, not the obligation, to purchase any or all of the physical assets of the **JUICE IT UP!®** Unit, including its equipment, supplies and inventory, purchased or paid for under the terms of this Agreement or any ancillary or collateral agreement by you to us or our approved suppliers and sources, that are, at the time of the termination or nonrenewal, in your possession or used by you in the Franchised Business,

during a period of one hundred twenty (120) days following the effective date of Termination or nonrenewal, for the price paid by you minus depreciation calculated based on the Modified Accelerated Cost Recovery System (MACRS) method applied in accordance with the applicable standard U.S. Internal Revenue Service schedules effective for the calendar year immediately preceding the calendar year in which we send you notice of our decision to exercise our option to purchase such assets. You agree to provide us with copies of any income tax returns necessary to confirm the accurate calculation of the above-stated purchase price upon our request. Amounts that you owe to us on Termination will be offset against the amount we pay to you under the above formula. We must send written notice to you within sixty (60) days after Termination of this Agreement of our election to exercise the option to purchase.

- (h) You must sign a bill of sale and any other documents necessary to complete the sale on the terms set out above to transfer clear title to such assets.
- (i) We have an option to replace you as lessee under any equipment lease for equipment that is used in connection with the **JUICE IT UP!®** Unit. Upon request by us, you must give us copies of the leases for all equipment used in the **JUICE IT UP!®** Unit immediately upon Termination. Upon our request, you must allow us the opportunity, at a mutually satisfactory time, to inspect the leased equipment. We must request the information and access described in this paragraph within fifteen (15) days after Termination; we must advise you of our intention to exercise the option within fifteen (15) days after we have received the information and/or inspected the equipment. We may assume any equipment lease in consideration of our assumption of future obligations under the lease. Upon exercise of this option by us you will be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.
- (j) We have an option to replace you as lessee or owner of the premises of the **JUICE IT UP!®** Unit.
- (k) If you rent the premises of the **JUICE IT UP!®** Unit, we may, at our sole option, be substituted as lessee and assume future obligations under the lease. Upon exercise of this option by us, you may be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.
- (l) If you own the premises of the **JUICE IT UP!®** Unit, we may, but are not obligated to, purchase the premises from you in consideration of the fair market value of the property. We must send written notice to you within thirty (30) days after Termination of this Agreement of our election to exercise the option to purchase and must be prepared to close the transaction within sixty (60) days after the fair market value has been determined. If we and you fail to agree upon the fair market value of the

property within the option period, each must appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after we have given notice of our election to purchase. The appraisers, or a majority of them, must determine the fair market value of the premises of the **JUICE IT UP!®** Unit. This determination will be final and binding upon both us and you.

- (m) If this Agreement is terminated because of your default, our rights as described above may not necessarily be our exclusive remedies, but will instead supplement any other equitable or legal remedies available to us. If this Agreement is terminated because of your material default, nothing in this Section may be construed to deprive us of the right to recover damages as compensation for lost profits. Termination of this Agreement will not end any obligation of either party that has come into existence before Termination. All obligations of the parties which by their terms or by reasonable implication are to be performed in whole or in part after Termination will survive Termination.

11 - DISPUTE RESOLUTION PROVISIONS

11.1 Arbitration.

We and you agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

- (a) this Agreement or any other agreement between you and us or your or our respective affiliates;
- (b) our relationship with you;
- (c) the scope and validity of this Agreement or any other agreement between you and us or any provision of such agreements (including the validity and scope of the arbitration obligations under this subsection 11.1.1, which the parties acknowledge is to be determined by an arbitrator and not a court); or
- (d) any element of the System;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this subsection 11.1.1 otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in Orange County, California. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except as expressly provided otherwise in the remainder of this Section 11.1.1, judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or award any punitive or exemplary damages against either

party (we and you hereby waiving to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other). All aspects of the arbitration, including statements made and documents produced within the arbitration, will be confidential in nature and will not be admissible in any subsequent legal proceeding.

We and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with subsection 11.1.7.

We and you agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between us and our affiliates, and our and their respective shareholders, members, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this subsection 11.1.1 or subsection 12.8, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this subsection 11.1.1, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 11 (excluding this subsection 11.1.1).

Except as expressly provided otherwise in the remainder of this Section 11, despite our and your agreement to arbitrate, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that we and you must contemporaneously submit our dispute for arbitration on the merits as provided in this subsection 11.1.1.

The provisions of this subsection 11.1.1 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

11.2 Governing Law and Venue.

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). This Agreement is made in the State of California. Except to the extent governed by the Federal Arbitration Act, The United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement and its provisions shall be governed by and construed and interpreted under the laws of the State of California, without giving effect to any conflict of laws principles, except (1) the provisions of Section 8.6 of this Agreement shall be governed by the laws of the state in which the **JUICE IT UP!®** Unit is located; and (2) the provisions of the California Franchise Investment Law and California Franchise Relations Act shall not apply unless they would be otherwise applicable without this Agreement's designation of governing law.

Subject to subsection 11.1.1 above and the provisions below, you and your owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of competent jurisdiction located in Orange County, California,

and you (and each owner) irrevocably submit to the jurisdiction of those courts and waive any objection you (or the owner) might have to either the jurisdiction of or venue in those courts. Nonetheless, you and your owners agree that we may enforce this agreement and any arbitration orders and awards in the courts of the state or states in which you are domiciled or the **JUICE IT UP!®** Unit is located.

11.3 Additional Remedy.

If you violate Sections 8.4 or 8.6 during or after the term of this Agreement, then our remedies will include (but not be limited to) payment to us by you of \$10,000 per occurrence, such amount having been mutually agreed on by you and us in view of the extreme difficulty in accurately determining the damages suffered as a result of such breach.

11.4 Injunctive Relief.

You recognize that you are a member of a Franchise Network and that your acts and omissions have an impact on the success of other Units operating under the Marks. Your failure to comply with the terms of your Franchise Agreement is likely to cause irreparable damage to us and to some or all of our other franchisees and to the System. For this reason, you agree that if we can demonstrate to a court of competent jurisdiction that it is likely that you will breach or have breached any of the terms of this Agreement, we will be entitled, without posting a bond, to an injunction restraining the breach, or continued breach and/or to a decree of specific performance, without showing or proving any actual damage, until a final determination is made by a court.

11.5 Waiver of Jury Trial.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OR OMISSIONS OF SJB OR YOU OR ANY OTHER PERSON RELATING TO THIS AGREEMENT, OR ANY OTHER AGREEMENT, PROCEEDING OR OTHER ARBITRATION OR LITIGATION BROUGHT TO RESOLVE ANY DISPUTE ARISING UNDER, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THEREWITH.

11.6 Survival and Enforcement.

The terms of this Section shall survive termination, expiration or cancellation of this Agreement. If any portion of this Section is deemed to be unenforceable for any reason, it shall be modified or restricted, or severed, so as to comply with applicable law and shall be otherwise enforced according to its terms.

11.7 Costs and Class Action Waiver.

If any party to this Agreement brings any dispute, controversy, action or proceeding of any type whether in contract, tort, equity or otherwise, (individually and collectively, a "Claim") against another or for a declaration of such party's rights or obligations under this Agreement, whether by judicial or quasi-judicial action or otherwise, the following provisions apply:

- (a) Each party shall bear its own costs and expenses incurred, including, but not limited to, attorneys' fees; *provided*, (i) that the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and

expenses (including reasonable attorneys' fees, court fees, filing fees advanced and expert witness fees, and costs of investigation and other expenses) incurred in connection with the Claims on which it prevailed. For purposes of this Agreement, "prevailing party" includes, without limitation, a party who agrees to dismiss a Claim upon the other party's payment of sums allegedly due or performance of covenants allegedly breached, or who obtains substantially the relief sought;

- (b) The parties agree that any proceeding between Franchisor and Franchisee shall be brought as an individual Claim and that no Claim shall be brought on a class- wide basis to the fullest extent permitted by law; and
- (c) Any unwaivable rights to punitive, exemplary, multiple or similar damages Franchisee or Franchisor may have under any statute or regulation shall be fully effective. Otherwise and to the extent permitted by law, any recovery on any Claim under this Agreement shall be limited to actual damages sustained by the injured party, with Franchisee and Franchisor waiving claims for punitive, exemplary, multiple or similar damages.

12 - MISCELLANEOUS PROVISIONS

12.1 Construction of Contract

Article and section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires. If there is any conflict between this Agreement and the Manual, this Agreement will control. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization by us which you may be required to obtain hereunder may be given or withheld by us in our Business Judgment. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. We and you intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or

others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

12.2 Cumulative Remedies

Unless otherwise expressly stated in this Agreement, the rights and remedies specifically granted to either Franchisee or Franchisor by this Agreement will not be deemed to prohibit either Franchisee or Franchisor from exercising any other right or remedy provided under this Agreement or permitted by law or in equity.

12.3 Notices

The parties to this Agreement should direct any notices to the other party at the following address:

If to SBJ Brands, LLC:

SBJ Brands, LLC
Attn: Susan Taylor
Chief Executive Officer and President
24 Corporate Plaza Drive, Suite 300
Newport Beach, CA 92660

If to Franchisee:

Attn: _____
Title: _____
Address: _____

or at another address if advised in writing that the address has been changed. Notice may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), courier, or first class mail. Notice by facsimile will be considered delivered upon transmission; by courier, upon delivery; and by first class mail, three days after posting. Notice of termination or nonrenewal must be given by a receipted form of delivery. Notices regarding updates and changes to, and updates and changes to, the Manual may be delivered by us to you through the Juice Net website or by other electronic means. A posting to the Juice Net website by us of a change or update to the Manual shall be deemed received on the business day following the posting by us. You may not send notices to us electronically.

12.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

12.5 Discretionary Enforcement

Franchisor has the right to elect in its discretion to not enforce (or to selectively enforce) any provision of this Agreement or any agreement, standard or policy, whether with respect to Franchisee and/or any other franchisee or other person, in a lawful manner without liability or waiver. Franchisor's waiver of any default of this Agreement may not be interpreted as a waiver of any subsequent default.

12.6 Integration

This Agreement and any exhibits or attachments to it are the entire agreement between the parties concerning the franchise rights it grants. All prior and contemporaneous agreements and representations, other than those included in the SJB Brands, LLC Disclosure Document, are superseded by it. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

12.7 Limitation of Actions

Neither party may maintain an action against the other party unless: a) the party delivers written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to the party, and b) files an action within one (1) year after the notice.

12.8 Severability

Each provision of this Agreement will be considered severable. If, for any reason, any provision of it is determined to be invalid or in conflict with any existing or future law or regulation, that provision will

not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be considered not to be

a part of this Agreement. However, if we determine that the finding of illegality adversely affects the basic consideration for our performance under this Agreement, we may, at our option, terminate it.

12.9 Approval

If you are an Entity, all officers, managers, general partners and Owners with, must approve this Agreement, permit you to furnish the financial information required by us, and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and franchised Units and limitations on their rights to compete

12.10 General Release

If you or any of your Franchisee Related Parties has a currently-effective franchise agreement from us, then you shall, and you shall cause your Franchisee Related Parties to, execute and deliver to us a General Release, in a form prescribed by us, of all existing claims against us and our Franchisor Related Parties arising out of those former agreements.

12.11 Submission of Agreement

The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by you and us. You acknowledge that you have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that you have obtained the advice of counsel in connection with entering into this Agreement, that you understand the nature of this Agreement, and that you intend to comply herewith and be bound hereby.

12.12 Acceptance by SJB

This Agreement will not be binding on us unless and until signed by one of our authorized officers.

12.13 DISCLAIMER OF REPRESENTATIONS

NO REPRESENTATIONS OR PROMISES OF ANY KIND HAVE BEEN MADE BY SJB TO INDUCE YOU TO SIGN THIS AGREEMENT EXCEPT THOSE SPECIFICALLY STATED IN THE FRANCHISE DISCLOSURE DOCUMENTS THAT HAVE BEEN DELIVERED TO YOU. YOU ACKNOWLEDGE THAT NEITHER SJB NOR ANY OTHER PERSON HAS GUARANTEED THAT YOU WILL SUCCEED IN THE OPERATION OF THE JUICE IT UP UNIT OR HAS PROVIDED ANY SALES OR INCOME PROJECTIONS OF ANY KIND TO YOU. YOU HAVE MADE AN INDEPENDENT INVESTIGATION OF ALL IMPORTANT ASPECTS OF THE JUICE IT UP UNIT. YOU UNDERSTAND THAT WE ARE NOT A FIDUCIARY TO YOU AND HAVE NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

[Signature Page Follows]

IN WITNESS TO THE PROVISIONS OF THIS AGREEMENT, the undersigned have signed it on the date stated in Article 1.

FRANCHISOR

SJB BRANDS, LLC

Susan Taylor, Chief Executive Officer and
President

24 Corporate Plaza Drive, Suite 100
Newport Beach, California 92660

Sign here if “Franchisee” is a natural person

FRANCHISEE (Individual[s])

Signature

Printed Name

Sign here if “Franchisee” is a type of business entity

FRANCHISEE (Corp., LLC or Partnership)

Legal Name of Franchisee Entity

a _____
Jurisdiction of Formation
Corporation, LLC or Partnership

By: _____

Printed Name _____

Title _____

Signature

Signature

Printed Name

ATTACHMENT 1

ACCEPTED LOCATION

The address of the Accepted Location is:

It is located in the following shopping mall:

ATTACHMENT 2

ELECTRONIC FUNDS TRANSFER AGREEMENT

The undersigned depositor ("Depositor") authorizes SJB Brands, LLC ("SJB"), or its designee, to request debit entries and/or credit correction entries to the Depositor's checking and/or savings account(s) indicated below and the depository ("Depository") to debit the account according to SJB's instructions.

Depository

Branch

Street Address, City, State, Zip Code

Bank Transit/ABA Number

Account Number

This authorization is to remain in full force and effect until Depository has received joint written notification from SJB and Depositor of the Depositor's termination of the authorization in a time and manner that will give Depository a reasonable opportunity to act on it. In spite of the foregoing, Depository will give SJB and Depositor thirty (30) days' prior written notice of the termination of this authorization. If an erroneous debit entry is made to Depositor's account, Depositor will have the right to have the amount of the entry credited to the account by Depository, if within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to the entry or forty five (45) days after posting, whichever occurs first, Depositor has sent Depository a written notice identifying the entry, stating that the entry was in error, and requesting Depository to credit the amount of it to the account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

Depositor

Depository

By

By

Title

Title

ATTACHMENT 3

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is entered into as of _____, 20____, between _____, a _____ ("Franchisee") and SJB Brands, LLC, a Delaware limited liability company ("Franchisor").

Subject to the provisions hereof, the Franchisee, to secure its obligations to the Franchisor under the franchise agreement between the Franchisor and the Franchisee for the operation of a JUICE IT UP!® franchise, dated _____, 20____ (the "Franchise Agreement"), hereby assigns, transfers and sets over unto Franchisor [and/or such person(s)/entity(ies) as Franchisor may from time-to-time designate] all of Franchisee's right, title and interest, whether as tenant or otherwise, in, to and under that certain lease (the "Lease"), a copy of which is attached to this Assignment, dated _____, 20____, between Franchisee and _____ ("Landlord"), respecting that property commonly known as _____ (the "Premises"). The Franchisor shall have no liabilities or obligations of any kind arising from, or in connection with, this Assignment, the Lease or otherwise (including, but not limited to, any obligation to pay rent and/or other amounts) until and unless the Franchisor, in its sole and absolute discretion, takes possession of the Premises pursuant to the terms hereof and expressly assumes in writing the rights and obligations of Franchisee under the Lease. The Franchisor is responsible only for those obligations accruing under the Lease after the date of such assumption.

The Franchisee agrees to indemnify and hold harmless the Franchisor from and against all claims and demands of any type, kind or nature made by the Landlord or any third party that arise out of or are in any manner connected with the Franchisee's use and occupancy of the Premises.

The Franchisee represents and warrants to the Franchisor that the Franchisee has full power and authority to assign the Lease and its interest in the Lease.

The Franchisor will not take possession of the Premises until and unless the Franchisee defaults (and/or until there is a termination, cancellation, rescission, repurchase or expiration of the Franchisee's rights) under the Lease, any sublease, the Franchise Agreement or another agreement between the Franchisee and the Franchisor (or any Franchisor Affiliate). In such event, the Franchisor (or its designee) shall have the right, and is hereby empowered, but has no obligation, to take possession of the Premises, and expel Franchisee. In such event, Franchisee shall have no further right, title or interest in or under the Lease or to the Premises, all such rights passing to the Franchisor or its designee, in each case without the Landlord's further consent. The Franchisee agrees to do all acts necessary or appropriate to accomplish such assignment on the Franchisor's request. The Franchisee will reimburse the Franchisor for the costs and expenses incurred in connection with any such retaking, including, without limitation, the payment of any back rent and other payments due under the Lease (whether such payments are made by a separate agreement with the Landlord or otherwise), attorney's fees and expenses of arbitration or litigation incurred in enforcing this Assignment, costs incurred in re-letting the Premises and costs incurred for putting the Premises in good working order and repair.

Franchisee agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Franchisor. Throughout the term of the Franchise Agreement, Franchisee agrees that it shall elect and exercise on a timely basis all options to extend the term, or renew or assume in bankruptcy, the Lease, unless Franchisor consents in writing to an alternative Franchisee site. Upon failure of Franchisee to so elect to extend or renew or assume the Lease, Franchisee hereby appoints Franchisor as its true and lawful attorney-in-fact to exercise such options in the

name, place and stead of Franchisee for the sole purpose of effecting any extension, renewal or assumption, in each case for the account of the Franchisee and without any liability or obligation of the Franchisor.

Failure of the Franchisor to exercise any remedy hereunder shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Franchisor under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights and remedies which the Franchisor shall have under or by virtue of the Franchise Agreement or otherwise. The terms, covenants, and conditions contained herein shall bind the Franchisee and its successors and assigns, and inure to the benefit of the Franchisor and its successors and assigns. In the event of any dispute between the parties regarding this Assignment, or any matter related in any way to it, the dispute resolution provisions of the Franchise Agreement between the Franchisor and the Franchisee shall apply. The prevailing party in any legal action necessary to enforce the terms of this Collateral Assignment, will be entitled to recover its reasonable court costs and attorney fees, as determined by a court. If there is more than one Franchisee, their obligations hereunder will be joint and several.

This Assignment, any memorandum hereof or any financial statement related hereto may be recorded by, and at the expense of, the Franchisor. The Franchisee hereby appoints the Franchisor as its attorney in fact to execute any and all documents and to take any and all such actions, as are necessary or appropriate to record such instrument referenced above.

Nothing contained in this Assignment shall diminish any obligations or covenants of the Franchisee owed under its Franchise Agreement with the Franchisor, including, without limitation, any post-termination covenant not to compete. Terms not otherwise defined in this Attachment have the same meanings as stated in the Franchise Agreement. Franchisee and Franchisor shall be bound to this Collateral Assignment regardless of whether or not the attached Landlord Approval is provided by Landlord.

FRANCHISEE:

SJB BRANDS, LLC

By: _____

Susan Taylor
Chief Executive Officer and President

Signature: _____

Printed Name: _____

Its: _____

LANDLORD APPROVAL:

The undersigned Landlord under the Lease hereby:

1. Agrees to notify Franchisor in writing of any proposed Lease amendment concurrently with delivery of such notice to Franchisee, and of any default and any failure of Franchisee to cure any default under the Lease, as provided in the Lease or addendum of even date;

2. Agrees that Franchisor shall have the right, but not be obligated, to cure any default by Franchisee as provided in the Lease or addendum of even date within the same period of time, if any, given to Franchisee to cure such default as provided in the Lease or addendum of even date;

3. Consents to the foregoing Collateral Assignment and agrees that if Franchisor takes possession of the Premises and confirms in writing to Landlord the assumption of the Lease by Franchisor as tenant, Landlord shall recognize Franchisor, or its Affiliate or designee, as tenant under the Lease;

4. Agrees that following such assumption of the Lease by Franchisor, Franchisor may further assign the Lease or sublet the Premises to a designee and/or a person or entity who is a franchise owner reasonably acceptable to Landlord. Franchisor will have no further liability under the Lease from and after such an assignment. The Approval of Landlord shall be required for any subsequent assignment or sublease of the Lease or the leased premises, as provided in the Lease;

5. Agrees to provide a copy of this Collateral Assignment of Lease to any actual and/or prospective purchaser of the Premises.

LANDLORD

By: _____

Its: _____

Address:

Telephone No. _____

Fax No. _____

Email address: _____

PREMISES LEASE ATTACHED
TO COLLATERAL ASSIGNMENT OF LEASE

ATTACHMENT 4

**CONDITIONAL ASSIGNMENT
OF TELEPHONE NUMBERS, EMAIL OR DOMAIN ADDRESSES, SOCIAL MEDIA AND
SIMILAR ACCOUNTS, AND URLS**

1. _____ (“Assignor”) [franchisee’s legal name], doing business at _____ [location of franchisee’s business] in exchange for valuable consideration provided by SJB Brands, LLC (“Assignee”), receipt of which is acknowledged by this document, assigns to Assignee all telephone numbers, email addresses, domain names/URLs, Internet addresses/sites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, etc.), keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), online videos, display banner campaigns, email marketing campaigns, applications, mobile apps, other digital advertising on the internet or other means of digital or electronic communications, and/or other communications services links used by Assignor now or in the future in the operation of a **JUICE IT UP** Unit business in _____ [city or county where franchised business is located].

2. This assignment will become automatically effective upon termination of Assignor’s **JUICE IT UP** franchise. Upon termination of the franchise, Assignor promises to do whatever is necessary to cause the companies providing service to the Assignor to promptly transfer of numbers, accounts, addresses, and associated listings to Assignee or its designee.

3. Assignor agrees to pay the telephone company, domain registry, social media account provider or other communications services link used by Assignor, on or before the effective date of assignment all amounts it owes the telephone company in connection with his, her, or its use of the telephone number or numbers, including payment for advertisements in the classified telephone directory. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company to carry out the Franchise Agreement and promises to cooperate fully with Assignee in making the necessary arrangements to carry out the assignment.

Dated: _____

ASSIGNOR

By: _____

ATTACHMENT 5

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

(For Franchisee Managers, Assistant Managers and Franchisee Owners)

In consideration of, and as an inducement to i) the undersigned's at will employment by _____ (hereinafter "Franchisee") as a manager or assistant manager for Franchisee's JUICE IT UP! Unit, or ii) execution by SJB Brands, LLC ("SJB") of that certain Franchise Agreement for the operation of a JUICE IT UP Unit dated _____, 20 ____, by and between SJB and Franchisee, the undersigned holder of an equity position in Franchisee ("Owner"), Unit manager or assistant manager (collectively, "Confidant") agrees as follows:

1. **Nondisclosure of Trade Secrets and Confidential Information**

Confidant agrees, **during the term** of the Franchise Agreement and following termination, expiration or assignments of the Agreement, not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of SJB to any other person or Entity unless authorized in writing and in advance by SJB. Confidant agrees not to use any Trade Secrets or Confidential Information for his or her personal gain or for purposes of others, whether or not the Trade Secret or Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by Confidant or represents Confidant's work product. If Confidant has assisted in the preparation of any information that SJB considers to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to SJB, including all ideas made or conceived by Confidant.

2. **Definition of Trade Secrets and Confidential Information**

For purposes of this Agreement, the term "Trade Secrets" means any proprietary information, including a formula, pattern, compilation, program, recipe, product formulation, conceptual material, device, drawing, design plan, proposal, marketing plan, financial data, financial plan, business form, order information, material cost information, manual or instructional material, product plan, password, customer or suppliers list, knowledge, technique, process or information made known or available to Confidant; that are not commonly known by or available to the public and that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "**Confidential Information**" means technical and non-technical information designated by SJB for use in or related to a JUICE IT UP! franchised business and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified or labeled as confidential when delivered by SJB, business layouts and facility specifications; recipes and formulas; food and any food preparation techniques; training materials and manuals, facility and other drawings and designs; and information regarding customers and suppliers, including any statistical and/or financial information and all related lists. **Exclusions.** "Confidential Information" is not intended to include any information that:

- i) is or subsequently becomes publicly available other than by Confidant's breach of any obligation;
- ii) was known by Confidant prior to becoming a JUICE IT UP! Franchisee Owner or employee of Franchisee;

iii) became known to Confidant other than through a breach by Confidant of a legal obligation;

or

iv) is independently developed by Confidant unrelated to its JUICE IT UP! Franchisee operations and/or employment.

Confidant's only interest in any of Confidential Information or in any Trade Secret is the right to use it pursuant to this Agreement. The Trade Secrets and Confidential Information described in this Agreement are the sole property of SJB.

3. **Return of Proprietary Materials**

Upon termination of the Franchise Agreement or Confidant's ownership interest in or employment by Franchisee, Confidant must surrender to SJB all materials considered proprietary by SJB, technical or non-technical, whether or not copyrighted, which relate to Trade Secrets, Confidential Information or the conduct of the System or internal operations of Franchisee or SJB.

Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of SJB.

4. **Solicitation of Confidants**

Confidant further agrees that he or she will not furnish to or for the benefit of any competitor of SJB, or the competitor's franchisees, or the competitor's subsidiaries, the name of any person who is employed by SJB or by any other franchisee of SJB.

5. **Noncompetition**

Confidant agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of the Confidential Information in certain circumstances may cause irrevocable damage to SJB, Confidant **will not, during** Confidant's employment with Franchisee or while Confidant owns an equity interest in Franchisee and subject to the post-termination provisions of the Franchise Agreement as applicable, engage in or operate, directly or indirectly, or through any corporations or related parties (which includes any company(ies) and/or person(s) acting through, in concert with Confidant or as an Affiliate, partner, shareholder, officer, director, agent, or employee thereof) any enterprise that offers, is otherwise involved in, or deals with any goods, products and/or services, which are the same as or substantially similar to those goods, products and/or services now or in the future authorized by SJB to be offered at or from a JUICE IT UP!® unit (including any such enterprise and/or Entity awarding franchises or licenses to operate or be involved with any such business).

For a continuous uninterrupted period commencing upon Confidant's separation of employment with any JUICE IT UP! franchisee or expiration or termination of Confidant's ownership interest in a **JUICE IT UP** unit or Entity owning a unit and continuing for **two (2) years thereafter**, Confidant will not engage in or operate, directly or indirectly, or through any corporations or related parties (which includes any company(ies) and/or person(s) acting through, in concert with Confidant or as an Affiliate, partner, shareholder, officer, director, agent, or employees thereof) **any enterprise** that offers, is otherwise involved in, or deals with any goods, products and/or services, which are substantially similar to those goods, products and/or services now or in the future authorized by SJB to be offered at or from a JUICE IT UP!® unit (including any such enterprise and/or Entity awarding franchises or licenses to operate or be involved with any such business), **and either of the following apply:** (a) if not subject to California law, such

enterprise is within five (5) miles of any **JUICE IT UP** location; **or** (b) if subject to California law, such enterprise is within (5) miles of any **JUICE IT UP** location and would inherently involve the disclosure and/or use of Confidential Information or Trade Secrets.

6. **Saving Provision**

Confidant agrees and stipulates that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all facts and circumstances of the relationship between the parties and SJB; however, Confidant is aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, the parties agree that if a court or arbitrator should decline to enforce the provisions of the preceding paragraph, that paragraph must be considered modified to restrict Confidant's unfair competition and/or unauthorized use of SJB's Confidential Information or Trade Secrets to the maximum extent to which the court or arbitrator finds enforceable.

7. **Irreparable Harm to SJB**

Confidant understands and agrees that SJB will suffer irreparable injury that cannot be precisely measured in monetary damages if its Trade Secrets, Confidential Information or proprietary information is obtained by any person, firm or corporation and is used in competition with SJB in violation of this Agreement. Accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of SJB for Confidant to enter into this Agreement. Thus, if there is a breach of this Agreement by Confidant, Confidant consents to entry of a temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

If you violate this Agreement during or after the term hereof, then SJB's remedies will include (but not be limited to) payment to SJB by you of Five Thousand Dollars (\$5,000) per occurrence, such amount having been mutually agreed on by the parties as reasonable in view of the extreme difficulty of accurately determining the damages suffered as a result of such breach.

8. **Binding Effect**

This Agreement will be binding on Confidant's heirs, executors, successors and assignees as though originally signed thereby.

9. **Applicable Law**

The validity of this Agreement will be governed by the laws of the state where Confidant lives. If any provision of this Agreement is void or unenforceable in that State, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT

Confidant's signature

Date

Printed name

ATTACHMENT 6

PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

Each of the undersigned, to induce SJB Brands, LLC ("SJB") to enter into or permit assignment of a certain **JUICE IT UP** Franchise Agreement, dated _____, with _____ *[Franchisee's Legal Name]* ("Franchisee"), unconditionally, jointly and severally, personally guarantees to SJB, its successors, or its assignees, the prompt full payment and performance of all obligations of Franchisee that are or may become due and owing to SJB, including, but not limited to, all obligations arising out of the Franchise Agreement or any other agreement between the parties and all extensions or renewals of it in the same manner as if the Franchise Agreement were signed between SJB and the undersigned directly, as Franchisee.

Each of the undersigned expressly waives notice of the acceptance by SJB to or for the benefit of Franchisee, of the purchase of inventory and goods by Franchisee, the maturing of bills and the failure to pay the same, the incurring by Franchisee of any additional future obligations and liability to SJB, and any other notices and demands. This Personal Guaranty will not be affected by the modification, extension, or renewal of any agreement between SJB and Franchisee, the taking of a note or other obligation from Franchisee or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Franchisee of bankruptcy, insolvency, reorganization or other debtor relief afforded Franchisee under the Federal Bankruptcy Act or any other state or federal statute or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Personal Guaranty will cover the terms and obligations of any modifications, notes, security agreements, extensions, or renewals. The obligations of the undersigned will be unconditional in spite of any defect in the validity of Franchisee's obligations or liability to SJB, or any other circumstances whether or not referred to in this Personal Guaranty that might otherwise constitute a legal or equitable discharge of a surety or guarantor.

Without limiting the generality of any other provision of this Personal Guaranty, the undersigned hereby expressly waives: any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to the undersigned now or at any time hereafter, including, without limitation, under California Civil Code Sections 2787 to 2855, inclusive, and Civil Code Sections 2899 and 3433, and all successor sections; and all other principles or provisions of law, if any, that conflict with the terms of this Personal Guaranty, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety. The undersigned waives all rights and defenses arising out of an election of remedies. Without limiting the generality of the foregoing, the undersigned acknowledges that it has been made aware of the provisions of California Civil Code Section 2856, has read and understands the provisions of that statute, has been advised by its counsel (or has had an opportunity to consult with counsel and has not availed itself of such opportunity) as to the scope, purpose and effect of that statute, and based thereon, and without limiting the foregoing waivers, the undersigned agrees to waive all suretyship rights and defenses available to the undersigned that are described in California Civil Code Section 2856(a).

This is an irrevocable, unconditional and absolute guaranty of payment and performance and the undersigned agrees that his, her, or their liability under this Personal Guaranty will be immediate and will not be contingent upon the exercise or enforcement by SJB of whatever remedies it may have against Franchisee or others, or the enforcement of any lien or realization upon any security SJB may at any time possess. The undersigned hereby further waives all rights to revoke this Personal Guaranty at any time, and all rights to revoke any agreement executed by the undersigned at any time to secure the payment and performance of the undersigned obligations under this Personal Guaranty.

The undersigned agrees that any current or future indebtedness by Franchisee to the undersigned will always be subordinate to any indebtedness owed by Franchisee to SJB. The undersigned will promptly

modify any financing statements on file with state agencies to specify that SJB's rights are senior to those of the undersigned.

The undersigned further agrees that if Franchisee owes any money to SJB (other than royalty and advertising fund payments that are not past due) Franchisee will not pay and the undersigned will not accept payment of any part of any indebtedness owed by Franchisee to any of the undersigned, either directly or indirectly, without the consent of SJB.

The undersigned further agrees to be personally bound to perform the obligations and to refrain from performing the acts prohibited by the provisions of Sections 8.4 (Confidentiality) and 8.6 (Covenants) of the Franchise Agreement as though the undersigned had signed the Franchise Agreement in the capacity of franchisee. The undersigned consents to be bound by the provisions of Section 11 of the Franchise Agreement for purposes of resolving any dispute or controversy arising out of or in connection with the undersigned's alleged performance of or failure to perform the obligations of this Personal Guaranty or Sections 8.4 and 8.6 of the Franchise Agreement.

In connection with any arbitration or litigation to determine the undersigned's liability under this Personal Guaranty, the undersigned expressly waives his, her, or its right to trial by jury and agrees to pay costs and reasonable attorney fees as fixed by the court or arbitrator.

If this Personal Guaranty is signed by more than one individual, each person signing this Personal Guaranty will be jointly and severally liable for the obligations created in this it.

This Personal Guaranty will remain in full force and effect until all obligations arising out of and under the Franchise Agreement, including all renewals and extensions, are fully paid and satisfied.

IN WITNESS TO THE FOREGOING, the undersigned have signed this guaranty on this . day of _____, 20 ____.

(Signature)

(Signature)

(Printed name)

(Printed name)

% Ownership

% Ownership

(Signature of Spouse or Domestic Partner)

(Signature of Spouse or Domestic Partner)

(Printed name)

(Printed name)

ATTACHMENT 7 TERMS OF USE JUICE NET

SJB Brands, LLC (“SJB” or “We”) has developed a password controlled, restricted access website that allows our franchisees and certain of their employees to view and print portions of our confidential Manual, to download approved local advertising materials, to communicate with us and each other, and to view other proprietary documents. We call this facility the Juice Net website. The Juice Net website may provide other functions and enable other communication between you and us, other franchisees and vendors and suppliers of the SJB system.

Following are the terms and conditions of use of the Juice Net website (“Terms of Use”). Please read them carefully. When you respond to this notice by signing the back page of this agreement with this statement: “I AGREE TO BE BOUND BY ALL OF THE **JUICE IT UP JUICE NET TERMS OF USE**”, either by sending it via

mail or fax, we will issue a special User ID and one password to you. By logging onto the Juice Net website the first time, you confirm that you are eligible to access the Juice Net website and that you agree to observe and be bound by all these Terms of Use. Also, by accessing any of the Software (defined below) through the Juice Net website or otherwise, you agree to observe and be bound by the terms of use stated herein and any additional conditions that any licensor of the Software imposes on the use of its product. If we are providing you access to any Software under a master license we hold from the Software owner, this Terms of Use constitutes a sublicense of the Software to you on the terms and conditions contained herein.

Section 1: Introduction

Because the Juice Net website will continually evolve and because we may change, supplement or delete any of its functions, we reserve the right to modify these Terms of Use in the same manner we modify, amend or supplement our Manual. These Terms of Use constitute a part of the Manual.

The Juice Net website is provided “AS-IS” and “AS AVAILABLE”. We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any of your communications or settings.

To use the Juice Net website, you must be able to access the World Wide Web, and you must pay any Internet access fees associated with your access. You must also pay for and provide all equipment and software necessary to connect to the World Wide Web, including a computer and modem or other access device and/or software.

Section 2: Passwords and Security

You will receive your User ID and a Level 1 Password from the system administrator. You must take care to maintain the confidentiality of your password and User ID. Neither you nor your employees may use another person’s User ID and passwords to access the Juice Net website.

Your User ID and password are unique to you. You should memorize your User ID and password. If you need to write them down, do not record or store your User ID at the same place you record or store your password. You are responsible for maintaining the confidentiality of your User ID and password, and you are responsible for all activities that occur under your User ID and password. If you are a franchisee, you are also responsible for the use your employees make of their User IDs and passwords.

You agree (a) to notify the system administrator immediately of any unauthorized use of your User ID or password, or any other breach of security that comes to your attention, and (b) to log out of your Juice Net website account at the end of each session.

We cannot and will not be liable for any loss or damage arising from your failure to comply with the requirements stated in this Section 2.

Section 3: Privacy and Data Collection

We will record your User ID and password when we issue them to you. We record each instance that your User ID and password are used to access the Juice Net website. We may also record the time and duration of each session of your User ID's use of the Juice Net website. We may also record when and the number of instances that you access certain information on the Juice Net website, such as when you open an update to the Manual or the number of instances and how often you access the Manual. We will not provide information you provide about your customer base, customer profile and other demographic information to our advertisers and suppliers without your prior written consent. In addition, your first and last name will be transmitted with each message sent under your User ID.

We have the technical capability to access and examine any User Content (defined in Section 5) that you post on the Juice Net website, including any User Content you transmit via e-mail or that you post on a chat room or bulletin board. Although we possess this capability, we will not routinely monitor your communications with other SJB franchise operators. However, we reserve the right to examine any User Content with respect to which we receive a complaint and to take appropriate action to address the complaint, including, without limitation, removing or deleting User Content. Further, we agree not to disclose your communications with other SJB franchise operators to any third party except in response to a subpoena or court order, and then only after we have given you notice of the subpoena or court order and a reasonable opportunity to contest it.

Section 4: Confidentiality of Certain Information

You agree that the Manual and all other information we make accessible to you through the Juice Net website constitute confidential information, and that you will receive and hold all such information in compliance with your Franchise Agreement.

Further, you agree not to attempt to access the databases in which we store User Content (defined in Section 5), particularly information concerning facilities reservations or financial data that other franchisees submit.

Section 5: Conduct

As a condition of your continuing use of the Juice Net website, you promise that you will not use the Juice Net website for any purpose that is unlawful or prohibited by these Terms of Use. We provide the Juice Net website to franchisees, their employees and our approved suppliers only for exchanges of information and other uses directly related to the SJB system. You may use the Juice Net website only for purposes related to the operation of your franchise and not for personal or unrelated business use. Any unauthorized use of the Juice Net website is expressly prohibited, and we reserve the right to delete inappropriate material and to suspend the account of any person who uses the Juice Net website for an unauthorized purpose.

You should understand that all messages, data, text, photographs, graphics, video and other materials or information transmitted via the Juice Net website (except information that we post), whether posted for general viewing or transmitted privately ("User Content"), are the sole responsibility of the person from which an item of User Content originated. If you upload, post, e-mail or otherwise transmit any User Content, you are responsible for its compliance with these Terms of Use. We do not screen, edit or control User Content, and we do not accept responsibility for its truthfulness, accuracy or suitability. Under no circumstances will we be liable in any way for any User Content, including errors or omissions in any User

Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, e-mailed or otherwise transmitted via the Juice Net website.

You agree not to use the Juice Net website to:

1. upload, post, e-mail or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive;
2. impersonate any person or Entity;
3. disguise the authorship or origin of any User Content you transmit;
4. upload, post, e-mail or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information);
5. upload, post, e-mail or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person;
6. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation;
7. upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal, or otherwise act in a manner that negatively affects other users' ability to engage in orderly exchanges;
9. interfere with or disrupt servers or networks connected to the Juice Net website;
10. "stalk" or otherwise harass another; or
11. collect or store personal data about other users.

We reserve the right, in our Business Judgment, to block or remove any objectionable User Content that you transmit or make available via the Juice Net website. Without limiting the breadth of our right, you are advised that we have the right to remove any User Content that violates these Terms of Use, your Franchise Agreement or is otherwise objectionable (in our determination).

We store and preserve User Content in accordance with established policy and may disclose it if required by law or in the good faith belief that such disclosure is reasonably necessary (a) to comply with legal process, (b) to enforce these Terms of Use, (c) to respond to claims that any User Content violates the rights of third-parties, or (d) to protect the rights, property and personal safety of SJB and its employees, franchisees and suppliers.

We may transmit and store your User Content over various networks, computer servers and other technological means, and we may modify your User Content to conform and adapt it to technical requirements of connecting networks or devices.

We will immediately suspend or terminate the rights of any User ID that we believe, in our Business Judgment, is being used to disseminate spam or other unsolicited bulk e-mail. In addition, because damages are difficult to quantify, you agree to pay us liquidated damages of \$5 for each piece of spam or unsolicited bulk e-mail transmitted under or otherwise associated with your User ID.

Section 6: Ownership of User Content

Any User Content that you transmit via the Juice Net website shall be our property, and we may reproduce, distribute, transmit, publish, sell or otherwise commercially exploit any such User Content in any manner or through any medium we choose.

Section 7: Indemnity

You indemnify and agree to hold us, and our subsidiaries, Affiliates, directors, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party with respect to or arising out of User Content you submit, post to or transmit through the Juice Net website, your use of the Juice Net website, your violation of these Terms of Service, or your violation of any rights of another.

Section 8: Use and Storage

We may establish general practices and limits concerning use of the Juice Net website, including the maximum number of days that e-mail messages, message board postings or other uploaded User Content will be retained on or by the Juice Net website, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Juice Net website in a given period. We disclaim any responsibility or liability for the deletion or failure to store any messages and other communications or other User Content maintained or transmitted by the Juice Net website. We have the right to change these general practices and limits at any time, in our Business Judgment, with or without notice.

Section 9: Modifications to Juice Net Website

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Juice Net website (or any of its features), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Juice Net website.

Section 10: Termination

We may suspend your password, your e-mail account or other use of the Juice Net website, and remove and discard any of your User Content if you violate these Terms of Use or if you violate or breach any other obligation under your Franchise Agreement. Any violation or breach of these Terms of Use by you or your employees will be deemed a breach of your Franchise Agreement. In addition to any other rights or remedies we may have, if you repeatedly breach these Terms of Use, we may terminate your password, e-mail account or other use of the Juice Net website. We shall not be liable to you or any third-party for any termination or suspension of your access to the Juice Net website.

We may terminate these Terms of Use and the Juice Net website at any time, with or without notice to you.

Section 11: Links and Advertising

The Juice Net website may provide, or third parties (i.e., other franchisees) may provide, links to other World Wide Web sites or resources. We are not responsible for the availability of such external sites or resources, and we neither endorse nor assume any responsibility for any content, advertising, products, or other materials on or available from such sites or resources. We will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Your business dealings with, or participation in promotions of, advertisers found on or through the Juice Net website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. We shall not be responsible or liable for any loss or damage of any kind you incur as the result of any such dealings or as the result of the presence of such advertisers on the Juice Net website.

We may link the Juice Net website to the websites of third parties, including, other electronic service providers, Affiliates and other providers of goods and services.

We may place legal notices, disclaimers, our corporate logos and slogans, advertisements, endorsements, trademarks, and other identifying information on the Juice Net website, all of which we may modify, expand or eliminate at our option. All consideration (monetary and non-monetary) received by us on account of the placement or sale of advertisements, endorsements and sponsorships on the Juice Net website will belong only to us.

Section 12: Intellectual Property Rights

We grant you a personal, non-transferable and non-exclusive right and license to use the object code of the Software (defined below) on your computers. You promise:

- not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, either directly or through your employees or independent contractors;
- not to modify the Software in any manner or form, or to use modified versions of the Software for any purpose, including (without limitation) that of obtaining unauthorized access to the Juice Net website;
- not to use any of the Software for any purpose except for the operation and management of your SJB franchise in compliance with the Manual and your Franchise Agreement;
- not to access the Juice Net website by any means other than the interface that we provide for use in accessing the Juice Net website;
- to use the Software in compliance with the terms of the license agreement between us and the owner of any Software that we license from a third party (copies or summaries of which we will furnish to you upon request); and
- not to access the Juice Net website by any means other than the interface that we provide for use in accessing the Juice Net website.

As between you and us, we are the owner (or primary licensee) of, and will retain all right, title and interest in and to the Software, all Owner Content (as defined below) prepared for, or used on, the Juice Net website, and all intellectual property rights in or to any of them.

“Owner Content” means all text, images, sounds, files, videos, designs, animations, layouts, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through the Juice Net website that we post or provide.

“Software” means computer programs and computer code (*e.g.*, HTML, Java) used for, with or on the Juice Net website.

We reserve the right to add licenses or sublicenses for additional software programs and to withdraw the licenses or sublicenses for any software program listed above. You agree to the terms of any license or sublicense we add and to our deletion of any such program by logging onto the Juice Net website after we post notice of a change on the Juice Net website splash page.

Section 13: Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE JUICE NET WEBSITE IS AT YOUR SOLE RISK. THE JUICE NET WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. WE MAKE NO WARRANTY THAT (I) THE JUICE NET WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE JUICE NET WEBSITE WILL BE ACCURATE OR RELIABLE, (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE JUICE NET WEBSITE WILL MEET YOUR EXPECTATIONS, AND (IV) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

Section 14: Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER WE NOR OUR AFFILIATES, CONTRACTORS, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

(I) YOUR USE OF OR INABILITY TO USE THE JUICE NET WEBSITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE JUICE NET WEBSITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR OTHER USER CONTENT; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE JUICE NET WEBSITE; OR (V) ANY OTHER MATTER RELATING TO THE JUICE NET WEBSITE.

Section 15: Notices

Notices to you or us may be made by any manner permitted in your Franchise Agreement. In addition, the Juice Net website may also provide notices of changes to these Terms of Use or other matters by displaying notices or links to notices to you generally on the Juice Net website.

Section 16: General

These Terms of Use and the provisions of your Franchise Agreement constitute the entire agreement between you and us relating to your use of the Juice Net website and govern your use of the Juice Net website, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use Affiliate services, third-party content or third-party software. These Terms of Use and the relationship between you and us shall be governed by the laws of the State of California without regard to its conflict of law provisions. Any dispute regarding the terms and conditions of these Terms of Use shall be resolved in accordance with the dispute resolution procedures set forth in your franchise agreement.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Juice Net website or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Section 17: Violations

Please report any violations of these Terms of Use to the system administrator.

In consideration for access of the Juice Net website, I hereby agree and assent to these Terms of Use.

By:_____

Name:_____

Title:_____

Date:_____

ATTACHMENT 8

GENERAL RELEASING LANGUAGE

Current Form of Releasing Language
(subject to change by Franchisor)
(This is a Form - NOT for Signature)

Release - General Provisions. The Franchisee(s), jointly and severally, hereby release and forever discharge each and all of the Franchisor Related Parties (as defined below) of and from any and all causes of action, in law or in equity, suits, debts, liens, defaults under contracts, leases, agreements or promises, liabilities, claims, demands, damages, losses, costs or expenses, of any nature whatsoever, howsoever arising, known or unknown, fixed or contingent, past or present, that the Franchisee(s) (or any of them) now has or may hereafter have against all or any of the Franchisor Related Parties by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "Claims"), it being the mutual intention of the parties that this release be unqualifiedly general in scope and effect and that any Claims against any of the Franchisor Related Parties are hereby forever canceled and forgiven.

THE FRANCHISEE(S) ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE FRANCHISEE(S), BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA AND/OR JURISDICTIONS OF FRANCHISEE(S)' RESIDENCE AND LOCATION

OF FRANCHISED CENTER; provided that if this Release is given in connection with the award of a franchise, then this release shall not apply to Claims relating to the offer and sale of such franchise under the California Franchise Investment Law or any rule or order issued thereunder.

The Franchisee(s) expressly assume the risk of any mistake of fact or fact of which they may be unaware or that the true facts may be other than any facts now known or believed to exist by Franchisee(s), and it is the Franchisee(s) intention to forever settle, adjust and compromise any and all present and/or future disputes with respect to all matters from the beginning of time to the date of this document finally and forever and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Franchisee(s) are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Franchisee(s) represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Franchisee(s), in the Franchisee(s) independent judgment, believe necessary or appropriate. The Franchisee(s) have not relied on any statement, promise, representation or otherwise, whether of fact, law or otherwise, or lack of disclosure of any fact, law or otherwise, by the Franchisor Related Parties or anyone else, not expressly set forth herein, in executing this document and/or the related releases.

Franchisee(s) Initials: _____

No Assignment or Transfer of Interest. The Franchisee(s) represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Franchisee(s) may have against any or all of the Franchisor Related Parties, all Claims having been fully and finally extinguished, and the Franchisee(s) agree to forever indemnify and hold the Franchisor Related Parties harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any of the Franchisor Related Parties as a result of any person asserting any interest in any of the Claims and/or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer or otherwise. It is the intention of the parties that this indemnity does not require payment by any of the Franchisor Related Parties as a condition precedent to recovery against the Franchisee(s) under this indemnity.

Franchisee(s) Initials: _____

Attorneys' Fees. If the Franchisee(s), or anyone acting for, or on behalf of, the Franchisee(s) or claiming to have received, by assignment or otherwise, any interest in any of the Claims, commence, join in, or in any manner seek relief through any suit (or otherwise) arising out of, based upon or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Franchisor Related Parties any of the Claims released hereunder, the Franchisee(s) agree to pay all attorneys' fees and other costs incurred by any of the Franchisor Related Parties in defending or otherwise responding to said suit or assertion directly to the Franchisor Related Parties incurring such costs.

Franchisee(s) Initials: _____

"Franchisor Related Parties." Franchisor, Franchisor's Affiliates, any advertising fund, any Franchisee Advisory Group or Marketing Advisory Council and each of the following, whether past, current or future: companies and/or persons acting through and/or in concert with us and/or with any of the foregoing; partners, shareholders, officers, directors, agents, attorneys, accountants, and/or employees of ours and/or of any of the foregoing; and predecessors, successors and/or assigns of ours and/or of any of the foregoing.

Franchisee(s) Initials: _____

Date of Releases, Joint and Several Liability. The releases granted hereunder shall be deemed effective as of the date hereof. The liabilities and obligations of each of the Franchisee(s) (and any other person/Entity providing releases to the Franchisor Related Parties) shall be joint and several.

Franchisee(s) Initials: _____

ATTACHMENT 9

SBA ADDENDUM

(FOR FRANCHISEES WITH SBA FUNDING ONLY)

This SBA ADDENDUM TO JUICE IT UP FRANCHISE AGREEMENT (the “Addendum”) is made and entered into on _____, 20__ , by and between SJB Brands, LLC, a Delaware limited liability company located at 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660 (“Franchisor”), and _____, a _____ located at _____ (“Franchisee”).

RECITALS

A. Franchisor and Franchisee entered into a Franchise Agreement on _____, 20__ (the “Franchise Agreement”). Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Unit #_ (the “Unit”).

B. Franchisee has obtained from a lender a loan (the “Loan”) in which funding is provided with the assistance of the United States Small Business Administration (the “SBA”). The SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured as of the date hereof.

2. Section 3.4 of the Franchise Agreement grants to Franchisor the right to exercise its judgment however it considers appropriate in its business judgment, without any limitation. The parties hereto acknowledge and agree that Section 3.4 of the Franchise Agreement is qualified by and subject to items 7 and 8 of this Addendum and Section 9.1 of the Franchise Agreement, which provide that Franchisor will not unreasonably withhold its consent to a transfer under the subject terms.

3. Section 3.27 of the Franchise Agreement provides for a start date as defined in the said section. For the avoidance of doubt, Franchisor and Franchisee agree and affirm that the Franchise Agreement is deemed effective upon signing of the same by the parties hereto.

4. Section 8.7 of the Franchise Agreement, in relation to the Personal Guaranty and Subordination Agreement, is hereby amended to provide that, notwithstanding the terms of Section 8.7 and Attachment 6 to the Franchise Agreement (Personal Guaranty), a guarantor will not be responsible for Franchisee’s conduct occurring, or its obligations incurred, subsequent to the date of transfer of such guarantor’s interest in the Franchise Agreement.

5. Notwithstanding the provisions of Section 8.8 of the Franchise Agreement, except for security interests in favor of an SBA commercial lender (which will have first priority over Franchisor’s security interest), no person has (or, in the case of after-acquired collateral, at the time franchisee acquires rights therein, will have) any right, title, claim, or interest (by way of security interest or other lien or charge) in, against or to the collateral.

6. Section 9.3 of the Franchise Agreement is amended to provide that notwithstanding any language to the contrary in Section 9.3 of the Franchise Agreement, neither Franchisor nor its assignees will exercise a right of first refusal for any partial transfer of the franchised business. However, Franchisor and its assignees reserve the right to acquire 100% ownership of the franchised business, as provided in Section 9.3 of the Franchise Agreement.

7. In cases of transfers upon death, Section 9.6 of the Franchise Agreement is amended to the effect that Franchisor will not unreasonably withhold, delay, or condition its consent to any transfer to or by an heir or beneficiary.

8. In cases of transfers to a controlled entity, Section 9.8 of the Franchise Agreement is amended to the effect that Franchisor will not unreasonably withhold, delay, or condition its consent in connection with such a transfer.

9. Section 9.9 of the Franchise Agreement is hereby deleted.

10. Notwithstanding anything to the contrary in Section 10.3 (g) of the Franchise Agreement, neither Franchisor nor its affiliates will have the option to purchase any real estate owned by Franchisee. The franchisor, however, may lease the real estate for the remainder of Franchisee's term (excluding additional renewals) for fair market value.

11. This Addendum automatically terminates on the earliest to occur of the following: (i) a termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) the SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this SBA Addendum to Juice It Up Franchise Agreement as of the day and year first above written.

FRANCHISOR:

FRANCHISEE:

SJB Brands, LLC

Print Name: _____
Title: _____

Susan Taylor
Title: Chief Executive Officer and President



FRANCHISOR¹ CERTIFICATION FOR USE WITH SBA NEGOTIATED ADDENDUM

Full legal name of Franchisor and SBA Franchise Code as listed on SBA Franchise Directory:

--

The Small Business Administration (SBA) has reviewed and listed on its SBA Franchise Directory (<https://www.sba.gov/document/support-object-object-sba-franchise-directory>) the franchise identified above ("Franchisor"). The purpose of this Certification is to ensure that the current franchise agreement², including an SBA Negotiated Addendum (if applicable), has not substantively changed as it relates to SBA's provisions on control of a franchisee by a franchisor (resulting in a determination by SBA of affiliation between a franchisee and a franchisor). In the Instructions to this Certification, SBA has identified the provisions of a franchise agreement that it has determined result in affiliation between a franchisee and a franchisor.

In order to continue using no addendum (when not required), or using an SBA Negotiated Addendum (if applicable), Franchisor certifies that:

1. The terms of Franchisor's current agreement ____ (insert year) that affect affiliation between the Franchisor and its franchisees (as defined in 13 CFR part 121 and SBA's Standard Operating Procedure 5010) have not substantively changed from those appearing in the most recent franchise agreement reviewed by SBA for placement on the SBA Franchise Directory; and
2. No changes have been made to the SBA Negotiated Addendum Franchisor is using.

Franchisor certifies, under penalty of perjury, that all of the statements and information provided in this Certification are true, accurate and complete, and Franchisor understands and acknowledges that SBA will rely upon this Certification for the purpose of determining eligibility of its franchisees for SBA financial assistance. Franchisor acknowledges that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729-3733. Franchisor agrees that upon SBA request it will provide copies of the current franchise agreement and related documents.

I am a duly authorized representative of the Franchisor and have the authority to sign this Certification on its behalf.

Signature	Date / /
Print Name (First, Middle, Last)	
Title	
Company Name	

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (*see* 16 CFR § 436), they are treated by SBA as franchise relationships for purposes of affiliation determinations per 13 CFR §121.301(f)(5).

² The term franchise agreement includes all addenda, amendments and other documents the franchisor requires the franchisee to sign.

ATTACHMENT 10

CALIFORNIA ADDENDUM

This ADDENDUM TO JUICE IT UP FRANCHISE AGREEMENT (the "Addendum") is made and entered into on _____, 20_ , by and between SJB Brands, LLC, a Delaware limited liability company located at 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660 ("Franchisor"), and _____, a _____ located at _____ ("Franchisee").

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. The Franchise Agreement is hereby amended to delete the second sentence of Section 12.11 and Section 12.13 as the provisions violate California Corporations Code Section 31512.

3. The Franchise Agreement is hereby amended to delete the last sentence of the eighth paragraph of Section 7.2.2.

4. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

5. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum to Juice It Up Franchise Agreement as of the day and year first above written.

FRANCHISOR:

FRANCHISEE:

SJB Brands, LLC

Print Name: _____
Title: _____

Name: Susan Taylor
Title: Chief Executive Officer and President

EXHIBIT C-2

TO THE DISCLOSURE DOCUMENT AREA DEVELOPMENT AGREEMENT



AREA DEVELOPMENT AGREEMENT

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JUICE IT UP!® AREA DEVELOPMENT AGREEMENT

1. Parties

THIS AREA DEVELOPMENT AGREEMENT (this “**Agreement**”) is made on _____, 20____, (the “**Effective Date**”) by and between SJB Brands, LLC (“**SJB**,” “**we**,” “**our**” or “**us**”), and _____ [developer’s name or Entity name] (“**you**” or “**your**”). Capitalized words that are not defined in this Agreement will have the same meaning as set forth in the JUICE IT UP Franchise Agreement signed by you concurrently with signing this Agreement.

2. Recitals

A. We are the Licensor of certain intellectual property rights, including SJB’s Trade Name, “**JUICE IT UP!®**” and the Marks consisting of the words “**JUICE IT UP**”, other word marks and stylized designs marks. We have spent a considerable amount of time, effort, and money to devise, and continue to develop, proprietary recipes, trade secrets, commercial ideas, administrative procedures, operating methods, information on sources of supply, marketing strategies, business forms, advertising materials, distinctive signs, trade dress, uniforms and employee training techniques, that, taken together, comprise a proprietary System for the operation of **JUICE IT UP!®** Units.

B. We would like to expand and develop the System and seek experienced and efficient multi-unit franchisees who will develop and operate Units as part of the System.

C. You would like to obtain the right to own and operate multiple **JUICE IT UP** Units (each a “**Unit**” and collectively the “**Units**”) in a designated geographical area and pay an Area Development Fee in connection with each such **JUICE IT UP!®** Unit.

D. You would like to own and operate **JUICE IT UP** Units and we would like to grant to you the right to own and operate Units in accordance with the terms and on the conditions contained in this Agreement and the applicable Franchise Agreement.

THEREFORE, IT IS AGREED:

3. Grant of Rights

3.1 Grant of Right

3.1.1 We grant to you and you accept the right, during the Term (defined below), to develop “**JUICE IT UP**” Units solely at Traditional Locations, in the Development Area, on the terms and subject to the conditions stated in this Agreement.

3.1.2 No right or license is granted to you hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by us, such right and license being granted solely pursuant to Franchise Agreements executed pursuant hereto. Without limiting the generality of the foregoing, nothing in this Agreement shall permit you to own or operate a JUICE IT UP Unit, except pursuant to duly executed and fully effective Franchise Agreement. You shall not use such trademarks, trade names, service marks, logotypes, insignias, trade dress or designs in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without our prior written approval.

You represent that all JUICE IT UP Units listed on the Development Schedule are for your sole ownership, use and operation. You may not offer, sell, or negotiate the sale of individual **JUICE IT UP**

Units to any third party, either in your own name or in our name and on our behalf, or otherwise subfranchise, share, divide or partition this Agreement. Nothing in this Agreement will be construed as granting you the right to do so.

Only **JUICE IT UP** Units newly established by you at Traditional Locations within the Development Area will count to satisfy the requirements of this Agreement and the Development Schedule. Any Non-Traditional Unit (as defined below), franchises acquired by transfer or to be located outside the Development Area will not satisfy such requirements.

As used in this Agreement, “**Non-Traditional Unit**” means a Unit, located within another primary business or in conjunction with other businesses or at institutional settings, including, toll roads, hotels and motels, casinos, airports, sports arena, stadiums, train stations, theme parks, military and other governmental facilities, movie theaters, hospitals, grocery stores, supermarkets, convenience stores, schools, college and university campus, piers, gyms, offices or in-plant food service facilities, kiosks, food trucks or units in shopping mall food courts operated by a master concessionaire, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider. A “**Traditional Unit**” means a full-size, “brick and mortar” physical location and Units other than as defined above for Non-Traditional Units. A “**University Unit**” means a Non-Traditional Unit located within a college or university campus

3.2 Area Development Schedule

3.2.1 You and we acknowledge and agree that the deadlines set forth in the Development Schedule are the essence of this Agreement. No modification or amendment to the Development Schedule or any consent to or waiver of any deadline or other obligation of this Agreement will either (i) create any obligation to grant additional modifications, amendments, consents or waivers or (ii) be effective unless made by mutual written agreement. Any modification or amendment to the Development Schedule or otherwise will be in our Business Judgment and may be subject to conditions, including (but not limited to) a General Release. You agree to construct, equip, open, and thereafter continue to maintain as open and operating at, and only at, Traditional Locations accepted by us within the Development Area not less than the cumulative number of Units stated in Attachment 2 to this Agreement within the time periods specified in Attachment 2.

3.2.2 You must execute our then current form of Franchise Agreement for each Development Unit and pay the required initial franchise fees by the date specified on the Development Schedule, you must also and (in accordance with this Agreement) sign a lease or purchase agreement and complete the build out and opening of each Development Unit on or before the specified Opening Date for each Development Unit as specified on the Development Schedule.

3.3 Development Rights Reserved to SJB; Limitations On Your Rights

During the Term, we may not operate or grant a franchise to any other person to operate a Traditional Unit within the Development Area. Except as provided in the preceding sentence, we expressly reserve all other rights, including the exclusive, unrestricted right, in our Business Judgment, directly and indirectly, for us or through our employees, Franchisor Related Parties, representatives, licensees, assigns, agents and others, (i) to own or operate and to franchise or license others to own or operate Units *under names other than* the JUICE IT UP Marks at any location whatsoever as well as Non-Traditional Units operated under the Marks, even if located within the Development Area, and regardless of the proximity to any Unit developed or under development or consideration by you; and (ii) to produce, license, distribute and market “**JUICE IT UP**” brand named products, and products bearing other marks, including food and beverage products, clothing, souvenirs and novelty items, at or through any location or outlet, including

grocery stores and convenience stores (including those which may be located within the Development Area), and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, Internet or Social Media channels and other distribution methods.

During the term of this Agreement and prior to the development of any Non- Traditional Unit in the Development Area by us or any third party we may license as permitted above (the “Proposed NTU”), we will provide you with written notice of the price, location and other primary terms related to the Proposed NTU (the “NTU Notice”). You will have an opportunity to advise us of your interest in assuming development of the Proposed NTU as specified under the exact terms of the NTU Notice as the next succeeding unopened Unit listed on your Development Schedule and for which significant and/or binding development activities have not yet commenced as of the date of the NTU Notice. You must provide your written response to the NTU Notice on or before the expiration of thirty (30) days from the date we transmit the NTU Notice, which response will be effective and binding on us only upon our confirmation of your ability to meet the financial, timing and other requirements necessary to complete the Proposed NTU development. If you are permitted by us to proceed to develop the Proposed NTU, you will comply with all requirements of this Agreement and the applicable franchise agreement you sign related to such Unit including any addenda to the franchise agreement which may be required due to any unique or special requirements related to the Proposed NTU.

You agree to provide a copy of your Development Schedule, a recent financial statement or other documentation to assist us in assessing your ability to meet such requirements, along with your response to the NTU Notice. Any rights granted to you related to the Proposed NTU will expire after the above-stated thirty (30) day period. Your silence will be deemed as a refusal of the opportunity.

We have no obligation to send you any NTU Notice, you have no rights under this Section and we will maintain all development rights related to the Proposed NTU if, during the time the Proposed NTU is under consideration by us, any of the following exist:

- a) you are not in Good Standing under this Agreement, any franchise agreement or any other agreement or obligation related to your Unit; or
- b) if we determine, in our Business Judgment, that the Proposed NTU would be delayed or adversely impacted so as to pose an undue risk to the Proposed NTU opportunity, including the related financial and timing requirements.

3.4 Term and Renewal

3.4.1 Term

The term of this Agreement (the “**Term**”) will begin on the Effective Date and, unless extended or sooner terminated in accordance with the provisions of this Agreement, will automatically expire upon the **earlier of**: i) the latest Required Date for Opening of a Unit provided on Attachment 2; or ii) the Required Opening Date for the last scheduled Unit (whether or not the Unit actually opens on the date specified).

3.4.2 Renewal

You have no right to renew this Agreement.

3.5 Limited Additional Development Right

If during the term of this Agreement, we determine that further development of the Development Area is desirable, we will notify you in writing of our decision to develop additional Units in the

Development Area. Subject to the conditions described below, you have a right to undertake any additional development that we have stated in our notice to you. Your right of additional development may be exercised only in accordance with the following section. If you do not exercise the right of additional development, we may, directly or through any Franchisor Related Party or franchisee construct, equip, open, and operate additional Units in the Development Area.

3.6 Exercise of Right of Additional Development

You must exercise your right to undertake for yourself the additional development described in the notice sent to you by us by signing our then-current form of Area Development Agreement within sixty (60) days after your receipt of such notice.

3.7 Conditions to Exercise of Right of Additional Development

Your right to additional development described above will be subject to your fulfillment in advance of the following conditions:

(a) You must have fully performed all of your obligations under this Agreement and all other agreements between us and you.

(b) You must have demonstrated to us your financial capacity to perform the additional development obligations stated in the new area development agreement. In determining if you are financially capable, we will apply the same criteria to you as it applies to new prospective area franchisees at that time.

(c) At expiration of the Term, you will continue to operate in the Development Area not less than the aggregate number of Units required by the Area Development Schedules stated in Attachment 2.

(d) You and we must have executed a new area development agreement pursuant to Section 3.6.

(e) You and all of your Franchisee Related Parties who then have a currently effective franchise agreement or area development agreement with us must have executed and delivered to us a General Release, on a form prescribed by us.

4. Payments

4.1 Initial Area Development Fee

Concurrently with the execution of this Agreement, you shall pay us, or our designee, in cash or by certified check, the sum of \$_____ (representing one-half of the initial franchise fees for each of the “JUICE IT UP” Units required to be opened during the Term pursuant to the Area Development Schedule) (the “**Area Development Fee**”). The Area Development Fee shall be deemed fully earned upon the execution hereof and shall not be refundable under any circumstances; provided that we shall credit the Area Development Fee against the initial franchise fee payable upon execution of each Franchise Agreement executed pursuant hereto at a maximum rate of one-half (50%) of the initial franchise fee owed for each Unit until the entire Area Development Fee has been so credited.

4.2 Initial Franchise Fees for Each JUICE IT UP Unit

Notwithstanding the terms of the Franchise Agreement executed for each Unit (other than a University Unit) developed pursuant hereto, you shall pay to us or our designee, in cash or by certified check, an initial franchise fee equal to \$30,000 for the first, \$25,000 for the second, and \$20,000 for each subsequent Unit (other than a University Unit) to be developed hereunder, which initial franchise fee shall be payable upon execution by you of each Franchise Agreement entered into pursuant to this Agreement, subject to the credit as described in Section 4.1. The initial franchise fee is \$20,000 for each University Unit opened hereunder. The foregoing notwithstanding, if any of the Units to be developed pursuant to the Development Schedule are under the qualified veteran program, the initial franchise fee for each such Unit (other than a University Unit) shall be \$20,000.

5. Signing of Individual Franchise Agreements

5.1 Site Acceptance and Signing of Franchise Agreements

5.1.1 You are solely responsible for locating, securing and developing the site for each Development Unit according to any then applicable JUICE IT UP standards, guidelines and/or specifications.

5.1.2 You shall submit to us such information regarding a proposed site as we require, in the form and manner requested by us, together with the terms of any proposed lease. We may seek such additional information that we consider necessary, but our approval will not be unreasonably withheld. The terms of any such lease shall comply with the provisions of the Franchise Agreement applicable to such proposed site. Our consent to any site shall not be construed as a recommendation or warranty as to suitability or the success of the Development Unit to be located there. We make no such assurances of any kind.

5.1.3 Upon our written consent to any approved site, and subject to the conditions to the offer of a franchise provided in 5.1 D., below, you will pay to us the Initial Franchise Fee for each approved Development Unit and sign the then current form of Franchise Agreement along with any related documents then customarily used by us, including any appropriate receipts for disclosure documents. We may in connection with our evaluation of the proposed site require and consider financial statements or similar information satisfactory to us demonstrating financial capability and compliance with Section 5.2 of this Agreement.

5.1.4 Regardless of any other provision of this Agreement, you understand that we have the right to deny you a Franchise and/or not permit you to open a Development Unit if any of the following conditions are not met:

- i. you are not in compliance with the provisions of any Franchise Agreement and/or are in default under this Agreement, any Franchise Agreement, the Manual, or any other agreement with us and/or any Franchisor Related Party;
- ii. you have not delivered all completed and signed documents currently required by us;
- iii. you have not appointed a manager for the Development Unit who meets our then current training and other standards.

5.2 Condition To Our Obligations

Our obligations under the preceding section are applicable only if you have performed all of your obligations under this Agreement and every other agreement between you and us.

5.2.1 You (and each of your Franchisee Related Parties which have developed or operate JUICE IT UP Units in the Development Area) shall have fully performed all of your obligations under this Agreement and all Franchise Agreements and other written agreements between us and you (or any of your Franchisee Related Parties).

5.2.2 You shall have demonstrated to us your financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, including your submission of a comprehensive management plan acceptable to, and accepted by us, which shall include among other reasonable requirements as may be established by us, an organization chart and supervisory requirements for the proposed "JUICE IT UP" Unit. In determining if you are financially or otherwise capable, we shall apply the same criteria to you as we apply to prospective area developers at that time.

5.2.3 You must continue to maintain as open and operating in Good Standing under applicable Franchise Agreements in the Development Area, the cumulative number of "JUICE IT UP" Units required by the Development Schedule

5.2.4 You, and each Franchisor Related Party who then has a currently effective franchise agreement or area development agreement with us, must sign a General Release of any and all known and unknown claims they may have against us and our Franchisor Related Parties, on a form attached as Attachment 3.

6. Transfer or Assignment

A. This Agreement is personal to you and based upon individual skills, resources, special qualities, and characteristics and is not assignable, whether voluntarily or by operation of law, without our express written consent, which we may grant, condition or withhold in our Business Judgment. Assignment includes a Transfer of any Unit or your interest in this Agreement or an ownership change as defined in the Franchise Agreement signed by you and us contemporaneously with this Agreement. We may choose among other things to apply the provisions applicable to transfers as contained in the most current Unit franchise agreement between you and us, including those regarding rights of first refusal, to any transfer of this Agreement. Any assignment by you must be accompanied by a concurrent assignment to the same assignee of all of your interests in each Development Unit and each related franchise agreement. Any consent to transfer by us will be conditioned upon our receipt of a nonrefundable transfer fee of \$20,000, in addition to any such fees due under the applicable Unit franchise agreements. This area development transfer fee may be reduced or waived in our Business Judgment.

B. This Agreement is assignable by us, in whole or in part, without notice to or consent by you and shall inure to the benefit of our successors and assigns. We have no liability to you upon such an assignment.

C. This Agreement shall not be deemed to diminish in any way any rights of first refusal and/or rights of repurchase held by us under any Franchise Agreement with you, whether effective now or in the future. If we purchase from you substantially all of the operating assets of the Development Units, or all of their franchises are terminated or repurchased, you will have no rights, and we will have no obligations, under this Area Development Agreement.

7. Incorporated Provisions of Franchise Agreement

As provided in this Agreement and Attachment 2, you are, or shall become, concurrently with the signing of this Agreement, a JUICE IT UP Franchisee under the terms of a JUICE IT UP Unit Franchise Agreement substantially similar to the Franchise Agreement. The following provisions of the Franchise Agreement shall apply to this Agreement in the following manner:

7.1 Licensed Marks.

The provisions of Section 7.1 of the Franchise Agreement shall apply to the use of the Marks under this Agreement and are incorporated herein.

7.2 Relationship and Indemnification.

You and we are independent contractors, as provided in this Agreement. Therefore, the provisions of Section 8 of the Franchise Agreement shall apply in the same manner to you in your Area Development activities as they do to your JUICE IT UP Units and are incorporated herein. References made in such Sections to your JUICE IT UP Unit franchise and business operations shall be deemed to include your operations under this Agreement, including without limitation the indemnification obligations of Section 8.5.

7.3 Confidential Information; Exclusive Relationship.

The provisions of Section 8 of the Franchise Agreement shall apply in the same manner to you in your Area Development activities as they do to your JUICE IT UP Unit franchise business and are incorporated herein. References made in Section 8 to your JUICE IT UP Unit Franchise and franchise business operations shall be deemed to include your operations under this Agreement.

7.4 Records and Reports.

The provisions of Section 7.5 of the Franchise Agreement and the reporting and record requirements described therein shall apply in the same manner to your Area Development activities as they do to your JUICE IT UP Unit franchise business and are incorporated herein.

7.5 Dispute Resolution, Notice and Acknowledgments.

The provisions of Sections 11 and 12 of the Franchise Agreement shall apply to this Agreement and are incorporated herein, including without limitation those providing for arbitration, litigation, damages and venue.

7.6 Rights on Termination, Transfer, and/or Repurchase.

The provisions of Sections 9 and 10.3 of the Franchise Agreement shall apply to this Agreement and are incorporated herein.

8. Termination

8.1 Defaults and Termination

8.1.1 This Agreement may be terminated by us upon your receipt of written notice and without opportunity to cure, except as may be required by law, if:

- 1) You attempt to sell, assign, Transfer or encumber in whole or in part any or all rights and obligations under this Agreement in conflict with this Agreement;
- 2) You fail to meet on a timely basis any of the provisions of the Development Schedule, including without limitation, any Unit Opening Date or Fee Payment;
- 3) You commit to a lease unapproved by us, or begin the development and/or operation of a Development Unit, without having complied with the terms of this Agreement;
- 4) You or any of your Owners is judged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay his or her debts as they become due, or a petition under any bankruptcy law is filed against you or any of your owners or a receiver or other custodian is appointed for a substantial part of your assets;
- 5) You or any of your owners is convicted of, or pleads no contest to, a felony, or to any crime or offense that may adversely affect the good will associated with the Marks; or
- 6) You commit any other breach of this Agreement.

8.1.2 Any default by you under this Agreement may be regarded by us as a default by you under the Franchise Agreement. Any default under any Franchise or other agreement with us or with any Franchisor

8.1.3 Related Party may be considered by us to be a default under this Agreement. Any default by you under any agreement, lease or other obligation relating to any of your JUICE IT UP Units may be regarded as a default under this Agreement, regardless of whether or not any such agreements are between you and us. In all instances we shall be entitled to all rights and remedies available to us under the respective agreements, at law and in equity. If you default under any Franchise or other agreement, we may require you to stop all development activities/Unit openings under this Agreement unless and until you are permitted by us in writing to continue.

8.1.4 Upon a termination/expiry of this Agreement you have no rights under this Agreement, including without limitation, no right to the award of any further franchises or any refunds of any amounts paid. We shall be free to develop the Development Area in any manner we choose, including establishing Units owned by us or any Franchisor Related Party or franchised Units in the Development Area, subject only to the terms of any applicable Unit franchise agreements.

8.1.5 Notwithstanding the provisions of Section 8.A (2), above, if the opening of a Development Unit is physically prevented by circumstances beyond human control, such as fire, flood, earthquake, riot, war, or similar circumstance, or we are unable to promptly deliver to you any required disclosure document, then you will be allowed such additional time as is reasonably necessary to open such Development Unit, but not longer than six (6) months. Such an extension shall be available exclusively to the Unit subject to the interrupted development and shall not apply to any subsequent Unit development deadlines or requirement dates.

8.2 Indemnity

You agree to protect, defend, and indemnify us, and all of our past, present, and future shareholders, direct and indirect parent companies, subsidiaries, Franchisee Related Parties, officers, directors, employees, attorneys, and designees and hold them harmless from and against any and all costs and expenses, including attorney fees, court costs, losses, damages, and demands of every kind or nature on account of any actual or alleged loss or injury to any person or entity or to any property arising in connection

with your operation of the franchised business under this Agreement, except to the extent caused by our intentional acts in breach of this Agreement. The terms of this Section 8.1 shall survive the termination, expiration or cancellation of this Agreement.

9. Business Entity Area Developer

(a) If you are an Entity, stated below are the names and addresses of each of your shareholders, members or partners, as applicable:

NAME	NUMBER OF SHARES	ADDRESS OR PERCENT OWNED
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) If you are an Entity, stated below are the names and addresses of each of your director(s), manager(s) or general partner(s):

NAME	ADDRESS
_____	_____

(c) The address where your financial records, and corporate or partnership records, as applicable, are maintained is: [address].

(d) If you are an Entity, stated below are the names and addresses and titles of your principal officers, managers or partners who will be devoting their full time to your business:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) You must notify us in writing within ten (10) days of any change in the information stated in subparagraphs (a) through (d) above.

(f) You must promptly provide any additional information that we may from time to time request concerning all people who have any direct or indirect financial interest in you.

10. Miscellaneous Provisions

10.1 Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires. As used in this Agreement, the words “include,” “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided herein to

the contrary, any consent, acceptance, approval or authorization by us which you may be required to obtain hereunder may be given or withheld by us in our sole discretion, and on any occasion where we are required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets our standards or satisfaction, we may do so in our sole subjective judgment and discretion. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. We and you intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

10.2 Notices

The parties to this agreement should direct any notices to the other party at the following address:

If to **SBJ Brands, LLC**:

SBJ Brands, LLC
Attn: Susan Taylor
Chief Executive Officer and President
24 Corporate Plaza Drive, Suite 300
Newport Beach, CA 92660

If to **Franchisee**:

Attn: _____
Title: _____
Address: _____

or at another address if advised in writing that the address has been changed. Notice may be delivered by facsimile (with simultaneous posting of a copy by first class mail), courier, or first class mail. Notice by facsimile will be considered delivered upon transmission; by courier, upon delivery; and by first class mail, three days after posting. Receipted mail must be used for any notice of termination.

10.3 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

10.4 Waiver

Waiver of any breach of this Agreement will not be interpreted as a waiver of any subsequent breach.

10.5 Integration

This Agreement, any exhibits or attachment to it constitutes the entire agreement between the parties concerning the rights granted under this Agreement. All prior and contemporaneous agreements and representations, other than those included in the offering circular, are superseded by it. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

10.6 Approval and Guaranties

If you are an Entity, all officers, managers, general partners and Owners must approve this Agreement, permit you to furnish the financial information required by us, and agree to the restrictions

placed on them, including restrictions on the transferability of their interests in the franchise and franchised Units and limitations on their rights to compete, and sign the Owner's personal guarantee attached as Attachment 4 to this Agreement.

10.7 Acceptance by SJB

This Agreement will not be binding on us unless and until it has been signed by one of our authorized officers.

10.8 Relationship between the Parties

You and we understand and agree that neither party is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. You agree that you will not hold yourself out as our agent, employee, partner or co-venturer. You have no authority to create or assume in our name or on behalf of us, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of us for any purpose whatsoever. All employees hired by or working for you shall be your employees and shall not, for any purpose, be deemed employees of us or subject to our control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

10.9 Survival of Covenants

The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

10.10 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of each parties' successors and assigns, their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

10.11 Joint and Several Liability

If you consist of more than one person or Entity, or a combination thereof, the obligations and liabilities of each of such person or Entity to us are joint and several, and such person(s) or Entities shall be deemed to be general partnership.

10.12 Security Interest

You will not have the right to give any third party a security interest in this Agreement in any manner whatsoever without the express prior written permission of SJB, which permission may be withheld for any reason whatsoever in SJB's sole subjective judgment. To the extent that the foregoing prohibition may be ineffective under applicable law, you must provide not less than 10 days prior written notice (which notice shall contain the name and address of the secured party and the terms of such security interest) of any security interest in this Agreement.

10.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.14 Submission of Agreement

The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by you and us. You acknowledge that you have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that it has obtained the advice of counsel in connection with entering into this Agreement, that it understands the nature of this Agreement, and that it intends to comply herewith and be bound hereby.

10.15 Disclaimer of Representations

NO REPRESENTATIONS OR PROMISES OF ANY KIND HAVE BEEN MADE BY SJB TO INDUCE YOU TO SIGN THIS AGREEMENT EXCEPT THOSE SPECIFICALLY STATED IN THE FRANCHISE DISCLOSURE DOCUMENTS THAT HAVE BEEN DELIVERED TO YOU. YOU ACKNOWLEDGE THAT NEITHER SJB NOR ANY OTHER PERSON HAS GUARANTEED THAT YOU WILL SUCCEED IN THE OPERATION OF THE FRANCHISED JUICE BARS OR HAS PROVIDED ANY SALES OR INCOME PROJECTIONS OF ANY KIND TO YOU. YOU HAVE MADE AN INDEPENDENT INVESTIGATION OF ALL IMPORTANT ASPECTS OF THE JUICE IT UP UNITS. YOU UNDERSTAND THAT SJB IS NOT A FIDUCIARY TO YOU AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

IN WITNESS TO THE PROVISIONS OF THIS AGREEMENT, the undersigned have signed it as of the Effective Date.

FRANCHISOR:

SJB BRANDS, LLC

By: _____
Susan Taylor,
Chief Executive Officer and President

Address:

24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660

DEVELOPER:

By: _____

Name & Title: _____

Address: _____

ATTACHMENT 1 DEVELOPMENT AREA

“Development Area” means the geographic area described below. Any change in the name, increase or decrease, size, boundary lines and/or population of the cities, counties or political subdivisions, if any, included within the Development Area shall not affect the Development Area as it is described below. Your Development Area will be deemed to have the same name, geographic boundaries, etc., as those designated below on the Effective Date of this Agreement.

ATTACHMENT 2

DEVELOPMENT SCHEDULE “Traditional” Locations Only

Development Unit	Required Dates for Signing of Separate Franchise Agreements and Related Documents and Payment of Initial Franchise Fees in Full	Required Date for Opening of Unit
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

The foregoing lists all **JUICE IT UP!®** Units granted under this Agreement.

Developer's Initials_____

ATTACHMENT 3
GENERAL RELEASING LANGUAGE

Current Form of Releasing Language (subject to change by Franchisor)

(This is a Form - NOT for Signature)

Release - General Provisions. The Franchisee(s), jointly and severally, hereby release and forever discharge each and all of the Franchisor Related Parties (as defined below) of and from any and all causes of action, in law or in equity, suits, debts, liens, defaults under contracts, leases, agreements or promises, liabilities, claims, demands, damages, losses, costs or expenses, of any nature whatsoever, howsoever arising, known or unknown, fixed or contingent, past or present, that the Franchisee(s) (or any of them) now has or may hereafter have against all or any of the Franchisor Related Parties by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "Claims"), it being the mutual intention of the parties that this release be unqualifiedly general in scope and effect and that any Claims against any of the Franchisor Related Parties are hereby forever canceled and forgiven.

THE FRANCHISEE(S) ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE FRANCHISEE(S), BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA AND/OR JURISDICTIONS OF FRANCHISEE(S)' RESIDENCE AND LOCATION

OF FRANCHISED CENTER; provided that if this Release is given in connection with the award of a franchise, then this release shall not apply to Claims relating to the offer and sale of such franchise under the California Franchise Investment Law or any rule or order issued thereunder.

The Franchisee(s) expressly assume the risk of any mistake of fact or fact of which they may be unaware or that the true facts may be other than any facts now known or believed to exist by Franchisee(s), and it is the Franchisee(s) intention to forever settle, adjust and compromise any and all present and/or future disputes with respect to all matters from the beginning of time to the date of this document finally and forever and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Franchisee(s) are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Franchisee(s) represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Franchisee(s), in the Franchisee(s) independent judgment, believe necessary or appropriate. The Franchisee(s) have not relied on any statement, promise, representation or otherwise, whether of fact, law or otherwise, or lack of disclosure of any fact, law or otherwise, by the Franchisor-Related Persons/Entities or anyone else, not expressly set forth herein, in executing this document and/or the related releases.

Franchisee(s) Initials: _____

No Assignment or Transfer of Interest. The Franchisee(s) represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Franchisee(s) may have against any or all of the Franchisor Related Parties, all Claims having been fully and finally extinguished, and the Franchisee(s) agree to forever indemnify and hold the Franchisor Related Parties harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any of the Franchisor Related Parties as a result of any person asserting any interest in any of the Claims and/or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer or otherwise. It is the intention of the parties that this indemnity does not require payment by any of the Franchisor Related Parties as a condition precedent to recovery against the Franchisee(s) under this indemnity.

Franchisee(s) Initials: _____

Attorneys' Fees. If the Franchisee(s), or anyone acting for, or on behalf of, the Franchisee(s) or claiming to have received, by assignment or otherwise, any interest in any of the Claims, commence, join in, or in any manner seek relief through any suit (or otherwise) arising out of, based upon or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Franchisor Related Parties any of the Claims released hereunder, the Franchisee(s) agree to pay all attorneys' fees and other costs incurred by any of the Franchisor Related Parties in defending or otherwise responding to said suit or assertion directly to the Franchisor Related Parties incurring such costs.

Franchisee(s) Initials: _____

"Franchisor Related Parties." Franchisor, Franchisor's affiliates, any advertising fund, any Franchisee Advisory Group and each of the following, whether past, current or future: companies and/or persons acting through and/or in concert with us and/or with any of the foregoing; partners, shareholders, officers, directors, agents, attorneys, accountants, and/or employees of ours and/or of any of the foregoing; and predecessors, successors and/or assigns of ours and/or of any of the foregoing.

Franchisee(s) Initials: _____

Date of Releases, Joint and Several Liability. The releases granted hereunder shall be deemed effective as of the date hereof. The liabilities and obligations of each of the Franchisee(s) (and any other person/entity providing releases to the Franchisor Related Parties) shall be joint and several.

Franchisee(s) Initials: _____

ATTACHMENT 4

OWNER'S GUARANTY AND ASSUMPTION OF BUSINESS ENTITY FRANCHISEE'S OBLIGATIONS

Each of the undersigned, to induce SJB Brands, LLC ("SJB") to enter into or permit assignment of a certain **JUICE IT UP** Area Development Agreement, dated _____, with _____ *[Developer's Legal Name]* ("Developer"), unconditionally, jointly and severally, personally guarantees to SJB, its successors, or its assignees, the prompt full payment and performance of all obligations of Developer that are or may become due and owing to SJB including, but not limited to, all obligations arising out of the Area Development Agreement or any other agreement between the parties and all extensions or renewals of it in the same manner as if the Area Development Agreement were signed between SJB and the undersigned directly, as Developer.

Each of the undersigned expressly waives notice of or demand by SJB to or for the benefit of Developer. This Personal Guaranty will not be affected by the modification, extension, or renewal of any agreement between SJB and Developer, the taking of a note or other obligation from Developer or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Developer of bankruptcy, insolvency, reorganization or other debtor relief afforded Developer under the Federal Bankruptcy Act or any other state or federal statute or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Personal Guaranty will cover the terms and obligations of any modifications, notes, security agreements, extensions, or renewals. The obligations of the undersigned will be unconditional in spite of any defect in the validity of the Developer's obligations or liability to SJB, or any other circumstances whether or not referred to in this Personal Guaranty that might otherwise constitute a legal or equitable discharge of a surety or guarantor.

Without limiting the generality of any other provision of this Personal Guaranty, the undersigned hereby expressly waives: any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to the undersigned now or at any time hereafter, including, without limitation, under California Civil Code Sections 2787 to 2855, inclusive, and Civil Code Sections 2899 and 3433, and all successor sections; and all other principles or provisions of law, if any, that conflict with the terms of this Personal Guaranty, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety. The undersigned waives all rights and defenses arising out of an election of remedies. Without limiting the generality of the foregoing, the undersigned acknowledges that it has been made aware of the provisions of California Civil Code Section 2856, has read and understands the provisions of that statute, has been advised by its counsel (or has had an opportunity to consult with counsel and has not availed itself of such opportunity) as to the scope, purpose and effect of that statute, and based thereon, and without limiting the foregoing waivers, the undersigned agrees to waive all suretyship rights and defenses available to the undersigned that are described in California Civil Code Section 2856(a).

This is an irrevocable, unconditional and absolute guaranty of payment and performance and the undersigned agrees that his, her, or their liability under this Personal Guaranty will be immediate and will not be contingent upon the exercise or enforcement by SJB of whatever remedies it may have against Developer or others, or the enforcement of any lien or realization upon any security SJB may at any time possess. The undersigned hereby further waives all rights to revoke this Personal Guaranty at any time, and all rights to revoke any agreement executed by the undersigned at any time to secure the payment and performance of the undersigned obligations under this Personal Guaranty.

The undersigned agrees that any current or future indebtedness by Developer to the undersigned will always be subordinate to any indebtedness owed by Developer to SJB. The undersigned will promptly

modify any financing statements on file with state agencies to specify that SJB's rights are senior to those of the undersigned.

The undersigned further agrees that as long as Developer owes any money to SJB (other than royalty and advertising fund payments that are not past due) Developer will not pay and the undersigned will not accept payment of any part of any indebtedness owed by Developer to any of the undersigned, either directly or indirectly, without the consent of SJB.

The undersigned further agrees to be personally bound to perform the obligations and to refrain from performing the acts prohibited by the provisions of Section 7 (Confidentiality and Covenants) of the Area Development Agreement as though the undersigned had signed the Area Development Agreement in the capacity of developer. The undersigned consents to be bound by the provisions of Section 7 of the Area Development Agreement for purposes of resolving any dispute or controversy arising out of or in connection with the undersigned's alleged performance of or failure to perform the obligations of this Personal Guaranty and Section 7 of the Area Development Agreement.

In connection with any litigation or arbitration to determine the undersigned's liability under this Personal Guaranty, the undersigned expressly waives his, her, or its right to trial by jury and agrees to pay costs and reasonable attorney fees as fixed by the court or arbitrator.

If this Personal Guaranty is signed by more than one individual, each person signing this Personal Guaranty will be jointly and severally liable for the obligations created in this it.

This Personal Guaranty will remain in full force and effect until all obligations arising out of and under the Area Development Agreement, including all renewals and extensions, are fully paid and satisfied.

IN WITNESS TO THE FOREGOING, the undersigned have signed this guaranty on this day of _____, 20 ____ .

By: _____
(Signature)

By: _____
(Signature)

(Printed name)

(Printed name)

% Ownership

% Ownership

(Signature of Spouse or Domestic Partner)

(Signature of Spouse or Domestic Partner)

(Printed name)

(Printed name)

ATTACHMENT 5

CALIFORNIA ADDENDUM

This ADDENDUM TO JUICE IT UP AREA DEVELOPMENT AGREEMENT (the "Addendum") is made and entered into on _____, 20____, by and between SJB Brands, LLC, a Delaware limited liability company located at 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660 ("Franchisor"), and _____, a _____ located at _____ ("Developer").

The following provisions supersede and control any conflicting provisions of the Area Development Agreement:

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. The Area Development Agreement is hereby amended to delete the second sentence of Section 10.14 and Section 10.15 as the provisions violate California Corporations Code Section 31512.

3. The Area Development Agreement is hereby amended to delete the last two sentences of Section 5.1.2.

4. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

5. All other rights, obligations, and provisions of the Area Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Area Development Agreement for the State of California.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum to Juice It Up Area Development Agreement as of the day and year first above written.

FRANCHISOR:

SJB Brands, LLC

By: _____

Name: Susan Taylor

Title: Chief Executive Officer and President

DEVELOPER:

By: _____

Print Name: _____

Title: _____

EXHIBIT C-3
TO THE DISCLOSURE DOCUMENT CALIFORNIA ADDENDUM

CALIFORNIA ADDENDUM

Neither the franchisor, nor any person or franchise broker identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling the person from membership in the association or exchange.

California Business and Professions Code §§20000 through 20043 provide rights to the franchisee concerning transfer, termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete that continues after the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement contains a class action waiver.

Section 31125 of the California Corporations Code requires the franchisor to give the franchisee a special Disclosure Document before soliciting a proposed material modification of an existing franchise.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Profession Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the state of California.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000-20043).

OUR WEBSITE ADDRESS IS WWW.JUICEITUP.COM. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF EACH PROPOSED AGREEMENT RELATING TO THE GRANT OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

IF YOU ARE A BUSINESS ENTITY, YOUR OWNERS AND THEIR SPOUSES/DOMESTIC PARTNERS MUST SIGN A GUARANTY AGREEING TO BE PERSONALLY LIABLE FOR THE ENTITY'S OBLIGATIONS TO US.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act.

The following is added to the end of the second to last paragraph of Item 1:

Franchisees of **JUICE IT UP!®** Units located in California are required to comply with all applicable California labor laws, including labor laws that may apply to certain restaurant industry employees.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The financial performance representation figures do not reflect the costs of sales or operating expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. The best source of cost and expense data may be from franchisees and former franchisees, some of whom may be listed in Item 20.

The franchise agreement, area development agreement, and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The highest interest rate in California is 10%.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

Item 5 of the Disclosure Document is amended to state that the Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

SJB Brands, LLC
California Addendum

EXHIBIT C-4
TO THE DISCLOSURE DOCUMENT
STATEMENT OF PROSPECTIVE FRANCHISEE

JUICE IT UP!

STATEMENT OF PROSPECTIVE FRANCHISEE

SJB Brands, LLC

STATEMENT OF PROSPECTIVE FRANCHISEE

**[Note: Answers Must Be Completed
in the Prospective Franchisee's Own Handwriting.]**

California franchisees should not complete this Statement of Prospective Franchisee. If a franchisee in California does so, we will disregard and not rely on the Statement of Prospective Franchisee.

The Prospective Franchisee (also called "me," "our," "us," "we" and/or "I" in this document) and SJB BRANDS, LLC (also called the "Franchisor," "you" or "your") both have an interest in making sure that no misunderstandings exist between them, and in verifying that no violations of law might have occurred.

I/we understand that the Franchisor is acting in reliance on the truthfulness and completeness of the Prospective Franchisee/Developer's responses to the questions below in entering into the Franchise Agreement or Area Development Agreement with Prospective Franchisee/Developer. I/WE ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS QUESTIONNAIRE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION OR ARBITRATION PROCEEDING, AND PROSPECTIVE FRANCHISEE/DEVELOPER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE.

I/we assure the Franchisor as follows:

A. The following dates and information are true and correct:

1. _____, 20

Initials _____

The date on which I/we received a Franchise Disclosure Document about a Juice It Up!® Franchise.

2. _____, 20

Initials _____

The date when I/we received a fully completed copy (other than signatures) of the Franchise Agreement, any Area Development Agreement and all other documents I/we later signed.

3. _____, 20

Initials _____

The earliest date on which I/we signed the Franchise Agreement, Area Development Agreement or any other binding document (not including any Acknowledgment of Receipt).

4. _____, 20

Initials _____

The earliest date on which I/we delivered cash, check or other consideration to the Franchisor, or any other person or company.

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, representations, options, rights-of-first-refusal, statements or otherwise (collectively, the “representations”), expanding upon or inconsistent with the Disclosure Document, the Franchise Agreement, or any related franchise documents, have been made to or with me/us with respect to any matter, including, but not limited to marketing, site location and/or development, operations, support services, my financial results, exclusive rights or protected territory, or otherwise. I/we have not relied in any way on any such representations, except as follows:

_____.

(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee’s Initials:_____

2. No oral, written, visual or other claim, guarantee or representation, that stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or other financial performance representation about franchised or non-franchised units, or from which such information might be ascertained, (collectively, “financial results”), was made to me/us by the Franchisor, its Affiliates or any agents/brokers/salespersons, or any other person. Except as may have been contained in Item 19 of Franchisor’s Disclosure Document and its related exhibits, I/we have not seen or relied on charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise. I/we have not relied in any way on any such financial representations, except for information (if any) in Item 19 of the Franchisor’s Disclosure Document and as detailed in the space provided below.

_____.

(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee’s Initials:_____

3. The individuals signing for the “Prospective Franchisee” include all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of such individuals has received the Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, any Area Development Agreement, any Addendum and any Personal Guarantees.

Prospective Franchisee’s Initials:_____

4. I/we I confirm that I have been advised to speak with past and existing Juice It Up! franchisees (if any) and that I made the decision as to which and how many franchisees to contact. I understand that franchisees are separate and distinct from Franchisor and independently owned and operated. They do not act as your agents or representatives in providing any information to us, and you have no responsibility for the information provided.

Prospective Franchisee’s Initials:_____

5. I acknowledge receiving, reviewing and signing the receipt page for the Disclosure Document that was delivered to me (the "Receipt"). I confirm that the Franchise Seller Information contained within the Receipt is complete and accurately identifies all of the persons who sold or arranged for the sale of my franchise and were involved in the franchise sales activities.

Prospective Franchisee's Initials:_____

6. It been discussed and made clear to me that opening, operating and owning a JUICE IT UP Unit requires hard work and demands my complete focus, dedication and attention to help achieve a successful business.

Prospective Franchisee's Initials:_____

If there are any matters inconsistent with the statements in this document, or if anyone has suggested that I sign this document without all of its statements being true, correct and complete, I/we will (a) immediately inform the Franchisor's attorney (562-596-0116) and the Franchisor's President (949-475-0146, Ext. 202) and

(b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

I/we understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

Date: _____

PROSPECTIVE FRANCHISEE (Individual)

Signature

Signature

Printed Name

Printed Name

PROSPECTIVE FRANCHISEE (Corp., LLC or Partnership) - Must be accompanied by appropriate personal guarantee(s)

Legal Name of Entity

a Jurisdiction of Formation
 Corporation, LLC or Partnership

By: _____

Name & Title _____

Signature

PRINCIPALS

All of the above is true, correct and complete to the best of my knowledge:

Franchise Marketing Representative (if any)

Reviewed by: SJB BRANDS, LLC

President

Franchise Agreement Number

EXHIBIT C-5

**TO THE DISCLOSURE DOCUMENT ADDENDUM – INCENTIVE FOR QUALIFIED
VETERANS**

ADDENDUM TO FRANCHISE AGREEMENT INCENTIVE FOR QUALIFIED VETERANS

THIS ADDENDUM TO FRANCHISE AGREEMENT (this “**Addendum**”) is entered into as of _____, 20 __, by and between **SJB Brands, LLC** a Delaware limited liability (“**we**,” “**our**,” or “**us**”), and _____ (“**you**” or “**your**”). We and you may each be referred to as a “**Party**,” or collectively, the “**Parties**.”

R E C I T A L S

WHEREAS, we have implemented an incentive program available to qualified veterans of the United States military forces, under which we offer qualified franchisees a discount of the initial franchise fee due under our current form of franchise agreement (the “**Incentive**”);

WHEREAS, we and you are Parties to that certain Franchise Agreement dated _____ (the “**Franchise Agreement**”) pursuant to which you will operate a Traditional Unit (as defined in the Franchise Agreement) located at _____ (the “**Unit**”);

WHEREAS, you desire to receive the benefits of the Incentive in connection with your operation of the Unit under the Franchise Agreement; and

WHEREAS, the Parties now desire to modify the Franchise Agreement according to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Relationship to Franchise Agreement; Recitals.** This Addendum shall be annexed to and form a part of the Franchise Agreement. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Franchise Agreement. Except as modified by this Addendum, the Franchise Agreement remains in full force and effect. Any conflict between the provisions hereof and the Franchise Agreement shall be construed in favor of this Addendum. All references in this Addendum to “Sections,” “Subsections,” and/or “Exhibits” shall mean the applicable Section(s), Subsection(s), and/or Exhibit(s) of the Franchise Agreement, unless specified otherwise below. The Recitals above are incorporated into this Addendum by reference.
2. **Qualifications.** You represent, and in connection with signing this Addendum have provided us (or agree to provide promptly upon our request) relevant supporting documentation, that you are, or at least a 51% owner in you is a veteran of the United States military that has been honorably discharged.
3. **Reduced Fee(s).** Section 6.1 shall be revised to reflect that the initial franchise fee is reduced to \$20,000.
5. **Additional Condition(s).**
 - a. If, before you open the Unit, you request and we approve a transfer in accordance with Section 9 of the Franchise Agreement, then as a pre-closing condition of the transfer (in addition to any transfer fee payable) you must pay us the full standard

amount of the initial franchise fee (as measured on the Effective Date of your Franchise Agreement) that was reduced or waived pursuant to this Addendum.

- b. If you breach, fail to satisfy, or are later found to have violated or failed to satisfy, any of the criteria listed in Section 2 above in this Addendum, at any point during the term of the Franchise Agreement, then in addition to any other remedies available under the Franchise Agreement (including termination) or at applicable law, you must pay us (no later than thirty (30) days after our written notice to you) the amount or value of any fee reduction, discount, or other benefit afforded to you hereunder.

6. **Entire Agreement.** We and you each acknowledge that this Addendum: contains the entire understanding and agreement of the Parties with respect to this Addendum's subject matter; supersedes all other written or oral agreements between them or their representatives in this regard; and may not be altered, amended or modified, except by a writing properly executed by the Parties.

7. **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic signatures shall be sufficient to bind the Parties.

8. **Electronic Signatures.** The counterparts of this Addendum may be executed and signed by electronic signature by any of the Parties and delivered by electronic or digital communications to any other Party to this Agreement, and the receiving Party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Addendum, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the day and year first above written.

SJB Brands, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

If a corporation, partnership, limited liability
company or other legal entity:

(Name of corporation, partnership,
limited liability company or other legal entity)

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT D-1
TO THE DISCLOSURE DOCUMENT
ROSTER OF FRANCHISEES

EXHIBIT D-1 ROSTER OF FRANCHISEES AS OF DECEMBER 30, 2023

ARIZONA

Unit No.	Location Name	Franchisee	Contact	Store Address	Phone Number
4030	Ehrenberg	Rod Rezvani	Rod Rezvani	14283 I-10 Frontage Road Ehrenberg, AZ 85334	(951) 990-0580

CALIFORNIA

Unit No.	Location Name	Franchisee	Contact	Store Address	Phone Number
2635	Apple Valley Apple Valley Village	MC Food Management, Inc.	Cem Yorulmaz Murat Ozdenboyaci	12218 Apple Valley Rd, Ste 102 Apple Valley, CA 92308	(760) 240-2900
2645	Apple Valley Commons	Shephard Shoppe, INC	Scott Shephard Lila Shephard	14898 Dale Evans Parkway, Ste 250 Apple Valley, CA 92307	(760) 240-0500
2695*	Beaumont Marketplace Beaumont	BMB Foods, Inc.	Undray Baker Lisa Baker	1668 E. 2nd Street, Suite J Beaumont, CA 92223	(951) 381-1159
1090	Buena Park Buena Park Promenade	J&J Purchasing Corp	Yingzhen Xu (Jade)	5899 Lincoln Ave #C Buena Park, CA 90620	(714) 821-1620
4067	Calimesa	Businessshield, Inc.	Zohal (Zoey) Yasar Khalid (Max) Zahir	1008 Cherry Valley Boulevard, Suite 110 Calimesa, CA 92320	(909) 565-8800
2220	Chino Chino Spectrum	A R Business Ventures, Inc.	Amar Patel	3908 Grand Ave. Ste. C Chino, CA 91709	(909) 591-6445
2125	Chino Euclid Plaza		Sylvester & Lisa Harris	7033 Schaefer Avenue Chino, CA 91710	(909) 590-8900
4015	Claremont	Savory Drinks	William Yu	448 Auto Center Drive Claremont, CA 91711	(626) 598-3419
3085	Colton	INE Incorporated	Michael Prieto & Amanda Prieto	1040 S Mount Vernon, Suite A-1 Colton, CA 92324	(909) 281-7877
2785	Corona 6th Street Plaza	G&E Keiki Juice, LLC	Ethel Cruz Elmer Tolentino	1760 W. 6th Street Corona, CA 92882	(951) 987-0450
1280	Corona Corona Hills Plaza	Juice Matters	Parvinder Shahi Ravneet Shahi	350 N. McKinley St. #103 Corona, CA 92879	(951) 734-1341
885	Corona Main Street Village	G&E Keiki Juice, LLC	Ethel Cruz Elmer Tolentino	131 W. Ontario Blvd. #101 Corona, CA 92882	(951) 582-0077
845*	Corona Orchard Plaza	BMB Foods, Inc.	Undray Baker Lisa Baker	1297 E. Ontario Ave., Suite 105 Corona, CA 92881	(951) 735-9344
3030**	Costa Mesa Mesa 17th Street	SJB Brands Development, LLC		283 E. 17th Street, Suite C Costa Mesa, CA 92627	(949) 791-8228
2390	Costa Mesa North		Soreya Sonawall Shruti Patel	1170 Baker Street Costa Mesa, CA 92626	(714) 754-7402
2570	CSU Fresno		Richelle Rickard Jim Rickard	5280 N. Jackson Street Fresno, CA 93710	(559) 278-4354
2550	CSU Fullerton Trailer	HVPHUONG, LLC	Connie So	800 N. State College Humanities Plaza Trailer Fullerton, CA 92631	(310) 923-8292

1716	CSU Fullerton TSU Food Court	SL Phuong	Connie Sheryn L. Phuong So	800 N. State College TSU Food Crt. (JIU#2) Fullerton, CA 92634	(714) 447-9847
2510	CSU Los Angeles	JAW Group, Inc.	James Wu	5155 State University Dr. Los Angeles, CA 90032	(323) 343-6551
565	Cypress Cypress Plaza	J&J Purchasing Corp.	Yingzhen Xu (Jade)	6864 Katella Avenue Cypress, CA 90630	(714) 894-3779
2745	Delano The Vineyard @ Delano Market Place	Delano Juice HN, Inc.	Hector Nunez, Jr.	481 Woollomes Ave Delano, CA 93215	6617780272
2615	Eastvale Gateway South	Blend Delight, Inc.	Parvinder Shahi Ravneet Shahi	12376 Limonite Ave., Suite 230 Eastvale, CA 91752	(951) 893-1113
2560	Eastvale The Marketplace at the Enclave	JAZ JJM, Inc.	Rajbir Kaur Surinder Sidhu	14244 Schleisman Road, Suite 120 Eastvale, CA 92880	(951) 340-9500
2755	Fontana Heritage Village Center	Juice Works, Inc	John Davis, Jr Sylvia Quirino	14405 Baseline Rd., Suite 410 Fontana CA 92336	(909) 320-8618
1125	Fontana Sierra Crossroads	Monca Investment, Inc.	Kang Hye Kim	11251 Sierra Ave Fontana, CA 92337	(909) 355-3305
2375	Fontana Sierra Lakes	Joe Bananas LLC	Joe Thornburg Claudia Thornburg	16155 Sierra Lakes Pkwy, Ste 130 Fontana, CA 92336	(909) 854-5500
2235	Fontana Summit Heights Gateway	Copper Top Market Inc.	Adela Quezada Jose Quezada	15068 Summit Ave #530 Fontana, CA 92336	(909) 463-6333
4020	Fresno Copper Market	KNRG, LLC	Rajdeep Singh & Navdeep Singh	1060 East Copper Avenue Fresno, CA 93730	(559) 515-6249
950	Hemet Page Plaza		Jignesh "Jay" Patel	1131 S. Sanderson Ave Hemet, CA 92545	(951) 925-5295
2080	Hesperia High Desert Gateway	Shephard Shoppe, INC	Scott Shepard Lila Shephard	12721 Main Street, Suite 330 Hesperia, CA 92344	(760) 947-4411
4060	Highland Village Plaza	ANDFAM1	Louis Anderson	7197 Boulder Avenue Highalnd, CA 92346	<u>(909) 907-5165</u>
365	Huntington Beach Atlanta		Tim Keit	9111 Atlanta Avenue Huntington Beach, CA 92648	(714) 593-9353
2565	Huntington Beach Beach Promenade	J&J Purchasing, Corp.	Yingzhen Xu (Jade)	21008 Beach Boulevard Huntington Beach, CA 92648	(714) 356-5053
370	Huntington Beach Warner	Phalkun Corp	Phalkun Chuon	7171 Warner Ave, Suite A Huntington Beach, CA 92647	(714) 840-5575
1490	La Crescenta Foothill	MCES & ASSOCIATES CO	Mehrdad Abkenari	3231 Foothill Blvd. Unit 102 La Crescenta, CA 91214	(818) 957-7076
2485	La Quinta Komar Desert Center	Deju, LLC	Jeremy McCormick	79-775 Highway 111, Suite 102 La Quinta, CA 92253	(760) 775-4111
2421	Lake Elsinore Canyon Hills Marketplace	A & S Enterprises, Inc	Mohammed Azim Sharif Chowdhury	29991 Canyon Hills Rd, #1708 Lake Elsinore, CA 92532	(951) 244-7778
2420	Lake Elsinore Lake Elsinore Marketplace	Kelley Franchise, Inc.	Anthony Kelley Christopher Polster	29261 Central Ave, Ste E Lake Elsinore, CA 92532	(951) 245-6210

2330	Lake Forest Sycamore Plaza		Tar Chon	22331 El Toro Rd. Ste. C Lake Forest, CA 92630	(949) 462-0704
1035	Lodi Vinter Square		Dan Wolcott	2533 W. Kettleman Ln, Ste 401 Lodi, CA 95242	(209) 333-5227
2450	Los Angeles USC at Marengo	CPD, Collaborative, Inc.	Colin Dias	1826 Marengo Street Los Angeles, CA 90033	(323) 225-2975
2715*	Los Banos Fresh Fill	Fresh Fill Convenience Stores, Inc.	Brett Windecker Brian Rocha	2270 E. Pacheco Blvd Los Banos, CA 93635	(209) 710-8223
2716*	Madera	Fresh Fill Convenience Stores, Inc.	Brett Windecker Brian Rocha	131 Riverwalk Blvd, Madera, CA 93636	(559) 598-7172
1750	Moreno Valley Iris	MC Food Management, Inc.	Cem YorulmazOzdenboyaci	25970 Iris Ave. #B-6 Moreno Valley, CA 92551	(951) 243-1717
1010	Moreno Valley Moreno Beach Plaza	A&B International Group, Inc.	Burcin Ekener	12831 Moreno Beach Drive, Suite 103 Moreno Valley, CA 92555	(951) 485-4555
1725	Murrieta The Orchard - Stonecreek	Kemalei, Inc.	Rachel Bulusan Freddie Bulusan	27890 Clinton Keith Road, Suite G Murrieta, CA 92562	(951) 679-9988
4061	Norco Village	NME Enterprises, LLC	Rene Mejia Brenda Ortegon Mejia	2420 River Road Suite 205 Norco, CA 92860	(909) 972-0552
1675	Newhall Riverview Center	J.E. Eastvale Corporation	Joseph Wang	26917 Sierra Hwy. Newhall, CA 91321	(661) 299-4442
1300	Ontario Archibald	Healthy Beverage Enterprises, Inc.	Jean Kohlert	2910 S. Archibald Ave #D Ontario, CA 91761	(909) 923-2018
970	Ontario Gateway		Anoop Gandeche Hasmita Gandeche	1520 N. Mountain Ave., Unit 105 Ontario, CA 91762	(909) 391-6800
2660	Ontario Marketplace on Grove	Copper Top Market Inc.	Adela & Jose Quezada	1150 E. Philadelphia Street, Suite 107 Ontario, CA 91761	(909) 673-0220
3080	Palmdale Tierra Subida Center	Abukamleh, Inc.	Mohammad Abukamleh Wisam Abukamleh	38709 Tierra Subida Ave Palmdale, CA 93551	(661) 441-0255
4025	Perris Plaza de Perris	GC Buildings, LLC	Juan Garcia & Juan Cabrera	1688 N Perris Blvd Suite D- 5 Perris, CA 92571	(951) 435-7010
1795	Rancho Cucamonga Milliken	Blend Delight, Inc.	Parvinder Shahi Ravneet Shahi	9668 Milliken Ave #103 Rancho Cucamonga, CA 91730	(909) 581-0107
524	Rancho Cucamonga Foothill		Eric Hong	11096 Foothill Blvd., Ste. B Rancho Cucamonga, CA 91730	(909) 466-9270
1850	Rancho Cucamonga Rancho Plaza	Juice Works, Inc	John Davis, Jr Sylvia Quirino	8678 19th Street, Suite 110 Rancho Cucamonga, CA 91701	(909) 944-0449
1600	Rancho Cucamonga Winery		Eunice Han Jakyoun Park TaeRyoung Park	7325 Day Creek Bvd, Ste B-104 Rancho Cucamonga, CA 91739	(909) 899-5433
2355	Rancho Mirage Dinah Shore	Deju, LLC	Jeremy McCormick	72877 Dinah Shore Dr. #101 Rancho Mirage, CA 92270	(760) 202-7713
2520	Redlands Orange Tree Marketplace	ACA Juice Company	Noemi Galvan Antonio Valverde	1275 Alabama Street Redlands, CA 92374	(909) 335-8400

2050	Redlands Patio on Orange	ACA Juice Company	Noemi Galvan Antonio Valverde	629 Orange St. Redlands, CA 92374	(909) 793-7393
3045	Rialto Cedarhill Plaza	Juice It Up Rialto	John Davis, Jr Sylvia Quirino	1255 Foothill Blvd, Suite C. Rialto, CA 92376	(909) 631-2309
2735	Rialto Rialto Marketplace	Juice It Up Rialto LLC	John Davis, Jr Sylvia Quirino	1420 S. Riverside Ave, Unit 8E Rialto, CA 92376	(909) 990-5477
1450	Riverside Canyon Springs	Sawyer Investments, LLC	Wraymond Sawyerr Denise Sawyerr	2721 Canyon Springs Pkwy #10 Riverside, CA 92507	(951) 656-7240
2700	Riverside Lincoln Plaza	BMB Foods, Inc.	Undray & Lisa Baker	2995 Van Buren Blvd., Suite A12 Riverside, CA 92503	(951) 772-0494
2750	Riverside Rivercrest	Singh Bros, Inc.	Sukhdeep Jhaj	19069 Van Buren Blvd., Suite 102 Riverside, CA 92508	(951) 565-8006
2441	Riverside Riverside Plaza	MC Food Management, Inc.	Cem Yorulmaz Murat Ozdenboyaci	3540 Riverside Plaza Dr. #318 Riverside, CA 92506	(951) 222-2128
2385	Riverside Sierra Village	Blend Delight, Inc.	Parvinder Shahi Ravneet Shahi	3380 La Sierra Ave, Ste 107 Riverside, CA 92503	(951) 354-5952
522	Riverside University Marketplace	J&J Purchasing Corp.	Yingzhen Xu	1201 University Ave. #114 Riverside, CA 92507	(951) 328-9113
1885	San Bernardino Hospitality		SunJin Jang SunKyoung Jang	745 Hospitality Ln., Ste. B San Bernardino, CA 92408	(909) 891-1441
1805	San Bernardino Campus Crossroads		Jiyun Kim	5244 University Parkway Suite A San Bernardino, CA 92407	(909) 887-7273
2590	San Clemente Gateway Village Plaza	Fudart, LLC	Tim Keit Martha C. Ho	802 Avenida Pico Ste. J San Clemente, CA 92673	(949) 542-7979
3035	Santa Ana Santa Ana Bristol	Troya International Inc.	Burcin Ekener	1321 W Warner Ave Santa Ana, CA 92707	(714) 408-4892
2005	Santa Ana 17th Street	BMGM Global, Inc.	Gultekin Yorulmaz Gulsen Yorulmaz	2268 East 17th St. Santa Ana, CA 92705	(714) 835-3629
2585	Santa Clarita Highridge Crossing		Sunil Agrawal	28164 Newhall Ranch Rd. Santa Clarita, CA 91355	(661) 295-6725
3075	Santa Clarita Skyline	BlendZZ, Inc.	Brett Thomas Casey Thomas	19345 Plum Canyon Road Santa Clarita, CA 91350	(661) 309-4408
3070*	Santa Maria Enos Ranch	Soli Deo Gloria	Boby Singh	471 E. Betteravia Road, Santa Maria, CA 93454	(805)803-1970
4069	San Marcos	HGW Capital	Josiah Harry	751 Center Drive Suite 109 San Marcos, CA 92069	(760) 894-9999
3015	Tustin Ranch	J & J Purchasing Corp.	Yingzhen Xu (Jade)	13155 Jamboree Rd. Tustin, CA 92782	(657) 859-6455
2455	Upland Foothill	Juice Works, Inc	John Davis, Jr Sylvia Quirino	1013 W. Foothill Blvd. Upland, CA 91786	(909) 340-3410
2442	Victorville Dunia Plaza	MC Food Management	Cem Yorulmaz	14329 Bear Valley Road #4 Victorville, CA 92392	(760) 948-3948

2760	Yucaipa	Yucaipa Juice Company, LLC	Jessica Bonnie English John English	34488 Yucaipa Blvd, #B2 Yucaipa, CA 92399	(909)790-9770
2730	Yucca Valley	Ladhar & Samra Group, Corp	Jinder Singh	57746 Twentynine Palms Highway Yucca Valley, CA 92284	(760) 853-0546
4067	Calimesa	Businessshield, Inc.	Zohal (Zoey) Yasar Khalid (Max) Zahir	1008 Cherry Valley Boulevard, Suite 110 Calimesa, CA 92320	(909) 565-8800

NEW MEXICO

Unit No.	Location Name	Franchisee	Contact	Store Address	Phone Number
2555	Albuquerque Plaza Paseo Del Norte	It Takes Two LLC	Kelly Wolf Shawn Wolf	9311 Coors Blvd, Unit 67 Albuquerque, NM 87114	(505) 792-9000
2556	Albuquerque Far North Shopping Center	It Takes Two LLC	Kelly Wolf Shawn Wolf	6300 San Mateo Blvd NE Suite H-3 Albuquerque, NM 87109	(505) 821-8211

OREGON

Unit No.	Location Name	Franchisee	Contact	Store Address	Phone Number
2655	Hillsboro Tanasbourne Shops	Project Juice, LLC	Anna Reid	2790 NW 106 th Avenue, Suite B Hillsboro, OR 97124	(503) 746-6014

TEXAS

Unit No.	Location Name	Franchisee	Contact	Store Address	Phone Number
3055	College Station The Prairie Center	Astar Business, LLC	Robert Labossiere	1724 Rock Prairie Road, College Station, TX 77845	(979) 450-7335
2640	Pearland Pearland Market Shopping Center	Matrix Juice, LLC	Khaled Ibrahim	2708 Pearland Parkway, Suite 150 Pearland, TX 77581	(281) 965-3530

**FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS BUT WHOSE OUTLETS
WERE NOT YET OPEN
AS OF DECEMBER 30, 2023**

State	Franchisee	Contact	Address	Phone Number
AZ	Punjab Enterprises, LLC	Jaspal Singh Sidhu	6077 E Fire Grounds Rd Kingman, AZ 85501	702-429-7355
CA	Ford's Hayfork Feed Store, Inc	Jessica Ford	1151 Main Street Weaverville, CA 96093	530-510-3967
CA	NS Manning Ave, LLC	Sukwinder Singh	1577 East Manning Ave Reedley, CA 93654	559-356-2859
CA	NME Enterprises, LLC	Rene Mejia Brenda Ortegon Mejia	2420 River Road Suite 202 Norco, CA 92860	(909) 994-0201
CA	Juan Garcia and Juan Cabrera	Juan Garcia and Juan Cabrera	28874 Basketbrush Ct. Murrieta, CA 92563	(951) 212-4932 John Garcia (909) 529-4469 Juan Cabrera

CA	Wesley Cureton	Wesley Cureton	Long Beach	(562) 756-2494
CA	ANDFAM1	Louis Anderson	Menifee	(310) 703-8291
CA	Undray Baker Lisa Baker	Undray Baker Lisa Baker	17130 Van Buren Blvd #348 Riverside, CA 92504	(310) 897-3152
CA	Morteza Mirkazemi *	Morteza Mirkazemi	Bakersfield	(661) 319-3560
CA	Tony Houston	Tony Houston	14854 Sheltland Lane Fontana, CA 92336	(951) 733-4073
CA	HGW Capital, LLC	Josiah Harry, Kahilah Harry Malika Harry	751 Center Dr. Suite 109 San Marcos, CA 92069	(949) 342-0052
CA	Bans Group, Inc.	Vikash Ban	15834 Crescent Park Circle Lathrop, CA 95330	(510) 393-6916
CA	VMAK Juice 1	Avneet Kang Vikramjeet S. Bar	40250 Murrieta Hot Springs Unit 109 Murrieta, CA 92563	(650) 505-0830
CA	A&D Juice, LLC	Petros Hovhannisyan	10970 Sherman Way #103 Burbank, CA 91505	(818) 572-5643
CA		Vivek Loomba	6706 Stanford Ranch Road #00017 Roseville, CA 95968	(916) 718-7733
CA	Khaliq Hamid Abdul Hamid	Khaliq Hamid Abdul Hamid	4003 Knightstown Street Dublin, CA 94568	(510) 333-1050
CA	Raj Lehl and Gursimran Singh	Raj Lehl	103 Parakeet Irvine, C A92620	(949) 230-2182

*Area Developer

EXHIBIT D-2
TO THE DISCLOSURE DOCUMENT
FORMER FRANCHISEES

EXHIBIT D-2

FORMER FRANCHISEES

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

TRANSFERRED

CALIFORNIA

Entity	Contact	Store Address	Phone Number
	Sylvester Harris and Lisa Harris	Chino, CA	(909) 749-1735
BMB Foods, Inc.	Undrya and Lisa Baker	Corona, CA	(310) 897-3152
	Eleanor Silvas and Anthony Silvas	Fullerton, CA	(714) 366-5416
Kelley Franchise, Inc.	Anthony Kelley Christopher Polster	Lake Elsinore, CA	(951)226-6511
Yucaipa Juice Company	Jessica Little, Bonnie English and John English	Yucaipa, CA	(909) 213-6953

EXHIBIT E
TO THE DISCLOSURE DOCUMENT
ASSET PURCHASE AGREEMENT



ASSET PURCHASE AGREEMENT

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**JUICE IT UP!®
ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (the “AP Agreement” or “Agreement”) is made as of _____, 20__, by and between SJB Brands, LLC (“Seller”) a Delaware Limited Liability Company, and _____ (collectively and individually referred to as “Buyer”).

BACKGROUND, BASIC BUSINESS ARRANGEMENT AND PRELIMINARY AGREEMENTS

- A. Seller is currently operating a **JUICE IT UP!®** unit at _____ (the “Unit”).
- B. Seller selectively awards franchises to qualified applicants to operate JUICE IT UP!® units pursuant to the current form of JUICE IT UP!® Franchise Agreement, including existing business operations (such as the Unit) which have been operated by the Seller and which may be franchised to qualified applicants.
- C. Seller wishes to sell, and the Buyer, after a full personal inspection, wishes to buy certain assets of the Unit for the sole purpose of Buyer operating the Unit as a JUICE IT UP!® Franchisee. In general, the assets to be sold consist of those assets located at, and used by the Seller in the ordinary conduct of the Unit, but excluding cash on hand or in bank accounts, lease and utility deposits, pre-paid insurance, permits and licenses, as well as real property and any property leases held by Seller unless otherwise provided in this Agreement at Section 1.1.
- D. The purchase price is \$_ (plus amounts for inventory) and will be paid in full on Closing (the “Purchase Price.”). Closing, as defined in Section 7.1, will take place on the date specified in this Agreement, unless the Buyer and Seller agree to a different date. The Purchase Price is non-refundable, unless otherwise expressly stated in this Agreement.
- E. Seller has received Buyer’s application to become a JUICE IT UP!® Franchisee and is pleased to award a JUICE IT UP!® Franchise to Buyer for operating the Unit only pursuant to a JUICE IT UP!® Franchise Agreement (the “Franchise Agreement”) and related documents, to be executed concurrently with the execution of this Agreement, each of which have been received, reviewed and approved by Buyer. Buyer will operate the Unit only pursuant to the Franchise Agreement and the initial Franchise Fee specified in the Franchise Agreement shall be paid in full to Seller, or its designee, on execution of the Franchise Agreement by the Buyer and is in addition to and entirely separate from the Purchase Price paid under this Agreement.
- F. Terms not defined in this Agreement have the same meanings as in the Franchise Agreement.

TERMS OF AGREEMENT

ARTICLE ONE: PURCHASE AND SALE OF ASSETS

1.1 Sale and Transfer of Assets.

- (a) **Assets to be Sold.** Subject to the terms and conditions set forth in this Agreement and the exclusions referenced below or in any attachment to this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, only the assets listed or referred to in this Section 1.1a (the “Assets”):

- (1) All trade fixtures, equipment used exclusively in the Unit, work in process, signage, inventory and supplies related exclusively to the Unit and on the Premises at Closing, together with any other assets which shall be used in and integral to the Unit at Closing and are listed on the attached Attachment 1.
- (b) **Assets Not to be Sold.** Assets not to be purchased by the Buyer include:
 - (1) Those assets disposed of in the ordinary course of business between the date of this Agreement and the Closing Date, or as otherwise permitted by this Agreement;
 - (2) Cash on hand or in bank accounts, lease and utility deposits, pre-paid insurance, permits and licenses; and
 - (3) Real property or any interests in real property; provided, that any leasehold interests being assigned or subleased to Buyer are identified on the attached Attachment 2.

1.2 **Total Purchase Price, Payments From Buyer at Signing of This Agreement and at Closing.**

The total purchase price is \$ _____ plus an amount for inventory and supplies on hand at Closing, to be jointly determined by Buyer and Seller (collectively the "Purchase Price"), all of which shall be paid in full at Closing. (Inventory will be valued on a good faith basis, based on a joint physical inventory taken the morning of the Closing Date). The Purchase Price shall be paid by cashier's check payable to the order of Seller or other manner and means acceptable to Seller. Buyer shall deliver, at the same time this Agreement is signed, a cashier's check, payable to the order of Seller in the amount of \$ _____, which will be credited as a deposit towards the Purchase Price (the "Deposit").

1.3 **Liabilities.**

All costs, claims, expenses and liabilities incurred or accrued in conjunction with the operation of the Unit before the Closing are and shall remain the responsibility of Seller and all costs, expenses and liabilities incurred in conjunction with the operation of the Unit on and after the Closing shall be the responsibility of the Buyer.

1.4 **Purchase Price Allocation.**

The purchase price (not including the value of the inventory) shall be allocated as follows:

<u>Tangible Assets</u>	<u>Portion of Purchase Price</u>
Equipment and Materials	\$ _____
Total Tangible Assets	\$ _____
<u>Intangible Assets</u>	<u>Portion of Purchase Price</u>
Total Intangible Assets	\$ _____
<u>Grand Total (Excluding Inventory)</u>	\$ _____

Each of the parties agrees to report this transaction for tax purposes in accordance with this allocation of the purchase price.

1.5 Taxes.

Buyer shall be solely responsible and liable for the reporting and payment of all sales, use and/or similar taxes arising out of the sales, transfer or conveyance of the Assets or any related transaction and shall pay its portion, prorated as of the Closing Date, of state and local real and personal property and other taxes related to the Unit. Buyer shall file all appropriate tax forms required with respect to this sale/purchase. Buyer shall not be responsible for any taxes related to any period ending prior to the Closing Date and Seller shall indemnify and hold Buyer harmless with respect thereto. Buyer shall be responsible for any taxes of any kind related to any period on or after the Closing Date and Buyer shall indemnify and hold Seller harmless with respect thereto.

1.6 Unit Premises.

Buyer and Seller intend that Buyer will conduct the Unit at the premises currently operated by Seller at the following address, _ (the “Premises”) and subject to any applicable provisions of Buyer’s Franchise Agreement, including, without limitation, any Lease Assignment Agreement. Buyer and Seller will use best efforts to obtain the necessary consent to any assumption, transfer, assignment, sublease, novation or otherwise (the “Transfer”) of Seller’s current lease of the Premises. However, any consent required to effectuate such Transfer from Seller to Buyer shall be deemed a condition precedent to Closing and in the event that the necessary consent is not forthcoming on terms acceptable to Seller, Seller may cancel this transaction without any further obligation or liability, and this Asset Purchase Agreement. Except as expressly stated in this Agreement, Buyer has no right of cancellation. If cancelled by Seller as provided herein, Seller will return amounts paid by Buyer toward the Purchase Price prior to the cancellation date and Buyer (and Buyer’s owners, if Buyer is a business entity) will sign a general release in a form prescribed by Seller, of any and all claims, however arising, known or unknown, against Seller and/or any Seller Affiliate, and their respective shareholders, members, employees, officers, directors, partners, attorneys, and agents.

If the necessary consent is obtained on terms acceptable to Seller, Buyer and Seller agree that after Closing, Seller will have no further obligation or liability related to the Premises (other than as expressly assumed under the Collateral Assignment of Lease or as provided in any sublease between Buyer and Seller) and that Buyer will fully indemnify and hold harmless Seller from any claims and/or demands of any kind arising out of Buyer’s use or occupancy of the Premises.

1.7 Transfer of Assets.

On request by Buyer, Seller shall deliver to Buyer at or after the Closing, a Bill of Sale covering the Assets.

ARTICLE TWO: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants that:

2.1 Title to Assets.

Seller is the sole owner, beneficially and of record, of all the Assets (and after the Closing the Buyer will own the Assets) free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and/or restrictions.

2.2 Tangible Personal Property.

The tangible personal property constituting part of the Assets constitutes all tangible personal property reasonably necessary for the ordinary operation of the Unit.

2.3 Authority.

The execution and delivery of this Agreement by Seller has been duly authorized by all necessary corporate action.

Seller and Buyer agree that:

2.4 All Items Sold “As Is” – “Where Is.”

Other than the limited warranty of title set forth in Section 2.1, all Assets are sold “AS IS,” “WHERE IS” WITHOUT WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, including, but not limited to, any computers and other equipment identified on Attachment 1. If the Seller is a party to any manufacturer’s, dealer’s, or supplier’s warranty (“Manufacturer’s Warranty”) for any of the Assets and such Manufacturer’s Warranty is transferable or assignable without cost or other burden to the Seller or any Affiliate, the Seller shall, on request by Buyer, transfer its interest in such Manufacturer’s Warranty to Buyer.

ARTICLE THREE: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants that:

3.1. Permits and Other Requirements.

Buyer will independently and at its own expense obtain any and all authorizations, licenses, approvals, and meet all regulatory or other requirements necessary to conduct the Unit under the Franchise Agreement and to carry on the business of the Unit as such business has heretofore been conducted by Seller. Buyer acknowledges that under the terms of the Franchise Agreement and this Asset Purchase Agreement Buyer is exclusively responsible for (a) determining what licenses, permits, authorizations, or otherwise are required in connection with the establishment, operation or activities of the Unit under the Franchise Agreement, (b) obtaining each of them and (c) complying with all relevant laws, ordinances and regulations as of the Closing Date and thereafter, including, but not limited to, any applicable bulk sales transfer laws.

3.2. Buyer’s Authority.

Buyer has taken all requisite action to ensure that the execution of and delivery of this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer, is binding upon Buyer and Buyer has all requisite power and authority to enter into this Agreement and to perform its respective obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with, result in a breach of, or constitute a default under any of the terms, provisions or conditions of any statute, regulation, court or administrative order or process, or any instrument to which Buyer is a party or by which it is bound.

ARTICLE FOUR: SELLER' S OBLIGATIONS BEFORE CLOSING

Seller agrees that from the date of this Agreement until the Closing Date:

4.1 Buyer's Access to Unit and Information.

Buyer shall have reasonable access during normal business hours to the Unit, and Seller's books, accounts, records, and contracts relating exclusively to the Unit.

4.2 Conduct of Business in Normal Course.

Seller will carry on the business of the Unit in substantially the same manner as it has previously done.

4.3 Consents of Others.

As soon as reasonably practical after the execution and delivery of this Agreement, and in any event on or before the Closing Date, Seller will exert reasonable commercial efforts to obtain any lessor or other third party consents required in connection with this transaction and will furnish to Buyer executed copies of those consents.

ARTICLE FIVE: BUYER' S OBLIGATIONS BEFORE CLOSING

5.1 Cooperation in Securing Consents of Third Parties.

Buyer will use its best efforts to assist Seller in obtaining any lessor or other third party consents required in connection with this transaction and transfer to Buyer of any and all properties, assets, and agreements to be transferred under the terms of this Agreement.

ARTICLE SIX: CONDITIONS PRECEDENT

6.1. Conditions Precedent with Respect to the Parties' Obligations to Close.

Each and every obligation of the parties to be performed pursuant to this Agreement shall be subject to the prior satisfaction of the following conditions:

6.1.1. Seller and Buyer shall have performed and complied with all of their obligations under this Agreement which are to be performed prior to Closing or simultaneous therewith.

6.1.2. All disclosures or actions, corporate or otherwise, to be made or taken in connection with the transaction contemplated by this Agreement, and all documents incident thereto, shall be reasonably satisfactory in form and substance to Seller and Buyer to effect the transaction contemplated hereby. Seller and Buyer shall have complied with all statutory requirements from the valid consummation of this transaction.

6.1.3. All actions required to be performed by any third parties in relation to this transaction prior to Closing or simultaneous therewith shall have been performed.

Either party may, at its sole option, waive in writing any condition precedent to such party's obligation to perform prior to or at the Closing.

ARTICLE SEVEN: THE CLOSING

7.1 Time and Place.

The transfer of the Assets by Seller to Buyer (the "Closing") shall take place at __, at ____ local time, on _____, 20__, or at such other time and place as the parties may mutually agree in writing (the "Closing Date") and shall be attended by all parties to this Agreement. Possession of the Unit and the Assets shall be delivered to Buyer at the Closing. Should the Closing not occur by _____, 20____, the transaction shall be deemed null and void, with no further obligations on the part of either party being due and owing except as otherwise provided herein. If the Closing fails to take place due to any breach of any obligation by Seller, the Seller's sole obligation and liability shall be to return the Deposit to Buyer, without interest.

The parties by mutual agreement may extend this Closing Date. The Parties agree that time is of the essence for the Closing.

7.2 Seller's Obligations at Closing.

At the Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) Any consents as required under this Agreement;
- (b) Seller's standard form of Bill(s) of Sale (if requested by Buyer) with respect to the Assets;
- (c) JUICE IT UP!® Franchise Agreement and related documents (including Personal Guarantees, Franchisee Acknowledgments and receipts) pertaining to the Unit (Seller's standard form of Franchise Agreement and related documents have been reviewed and approved by Buyer and its counsel); and
- (d) Such other documents and items as Buyer shall reasonably require.

Simultaneously with the consummation of the transfer, Seller will put Buyer into full possession of the Assets.

Seller, at any time on or after the Closing Date, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer, reasonably requested by Buyer, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to Buyer, or reducing to Buyer's possession, the Assets.

7.3 Buyer's Obligations at Closing.

At the Closing, Buyer shall deliver to Seller the following instruments and documents against delivery of the items specified in Section 7.2:

- (a) A cashier's check in the amount of \$ ____ with adjustment for inventory and subject to credit for the Buyer's Deposit, as provided in Section 1.2;
- (b) Related consents (to the extent Buyer's signature is required on such consents) on Seller's standard forms;

- (c) Franchise Agreement and related documents (including Personal Guarantees, Franchisee Acknowledgments and disclosure document receipt, if not already provided) pertaining to the Unit, each of which have been reviewed and approved by the Buyer, and any initial franchise fee and other payment then due thereunder; and
- (d) Such other documents and items as Seller shall reasonably require.

Each of the foregoing documents shall be signed by the Buyer (and its principals in the case of any Personal Guaranty) and be in a form satisfactory to Seller and its counsel.

7.4 Survival of Representations, etc.

All of the representations, and warranties made by Seller or Buyer, respectively, herein shall survive the Closing.

7.5 IRS Documents.

Seller and Buyer agree that each party shall file all applicable IRS Forms and provide information to each other necessary to complete such Forms, including, but not limited to, respective Employer Identification Numbers.

ARTICLE EIGHT: SELLER' S OBLIGATIONS AFTER CLOSING

8.1 Payment and Performance of Obligations by Seller.

Seller shall promptly pay, fully perform and hold the Buyer harmless with regard to, each and every obligation and liability of Seller, related in any way to the Unit, which was incurred prior to the Closing Date and which has not been assumed by Buyer.

ARTICLE NINE: BUYER' S OBLIGATIONS AFTER CLOSING

9.1 Payment and Performance of Obligations by Buyer.

Buyer will promptly pay, fully perform and hold the Seller harmless with regard to any obligations related in any way to the operation or otherwise of the Unit on and after the Closing Date, as well as any obligation which has been assumed by Buyer or which is an obligation of the Buyer under this Agreement or otherwise.

ARTICLE TEN: COSTS

10.1 Finder's Fee.

Each party represents and warrants that it has dealt with no broker or finder in connection with any transaction contemplated by this Agreement, and, as far as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions. Seller and Buyer each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim, or expense incurred by reason of any brokerage, commission, or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party.

10.2 Expenses.

Each party shall pay their own costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

ARTICLE ELEVEN: TRANSFERABILITY OF INTEREST

11.1 Assignment by Seller.

This Agreement will inure to the benefit of the successors and assigns of Seller, which has the right to transfer or assign its interests in this Agreement to any person or entity it chooses and, on such assignment, Seller will be forever released from any, and have no further, obligation or liability to Buyer, whether arising from this Agreement or otherwise.

11.2 Assignment by Buyer.

Buyer's rights and/or obligations under this Agreement (and/or any interest therein) are personal and may not be transferred, whether voluntarily or by operation of law, without the prior written consent of Seller (which may be granted, conditioned or withheld in its sole and absolute discretion) and any attempt by Buyer to make any transfer without first obtaining such consent shall constitute a breach of this Agreement by Buyer and be without force or effect. Buyer has received, reviewed and approved, with assistance of Buyer's own independent legal counsel, the repurchase provisions of Section 9 of the Franchise Agreement.

ARTICLE TWELVE: GENERAL

12.1 Risk of Loss.

Seller assumes all risk of loss, damage, or destruction to the Assets, up to the Closing Date. In the event of any such loss, which substantially impairs the value of the Assets, Buyer shall have the right to terminate this Agreement or to proceed with the Closing and receive an assignment of the applicable insurance proceeds. Buyer assumes all risk of loss, damage, or destruction to the Assets as of and after the Closing Date.

12.2 Proprietary Information and Confidentiality.

Buyer agrees and acknowledges that Buyer will have received certain information about the Unit, its operation and the JUICE IT UP!® System, which is proprietary and confidential ("Proprietary Information"). If a Closing does not occur as set forth herein, Buyer shall not disclose to any third party, nor shall Buyer or any of its directors, shareholders, officers, partners, employees, heirs, successors, agents or representatives utilize in any other manner, any of the Proprietary Information.

This provision shall survive the Closing. If any provisions of this Section or any part of this Agreement, should, for any reason whatsoever, be declared invalid, voidable or unenforceable by a court of competent jurisdiction, the validity or enforceability of the remainder of this Agreement shall not thereby be adversely affected.

12.3 No Representations of, or Reliance on, Financial Information.

Buyer acknowledges that if it has received data and information regarding the financial performance of the Unit while owned and/or operated by Seller and required supplementary disclosures, that such information and data was provided at Buyer's request, that Buyer's operation of the Unit may not yield similar financial results and as such, the Buyer is at risk that it may not experience similar (or profitable) results. The Seller is unable to reliably estimate future results of operations of the Unit, even if operated by Seller, and certainly cannot reliably estimate financial or other results which the Buyer might experience. Buyer has elected to acquire the Assets and to become a JUICE IT UP!® Franchisee based solely on Buyer's own independent investigation and assumptions.

12.4 Indemnity Agreement.

Except as otherwise expressly provided herein, Buyer will indemnify and hold Seller and its respective affiliates, officers, directors, members, employees, partners, agents and representatives harmless from any and all claims, losses, damages, injuries and liabilities, including taxes, arising with respect to the Unit as of and after the date of the Closing.

Except as otherwise expressly provided herein, Seller will indemnify and hold Buyer harmless from any and all claims, losses, damages, injuries and liabilities arising with respect to the Unit prior to the date of the Closing.

12.5 Post-Closing Business Operations.

Buyer will use reasonable efforts to have telephone calls forwarded to Seller and will take messages and forward any such messages to Seller.

After the date of the Closing, Seller shall notify its vendors that its mail should be addressed to its headquarters. If any of the forwarded mail belongs to Buyer, Seller shall return such mail to Buyer. If Buyer receives mail belonging to Seller, Buyer will forward mail to Seller at its headquarters not less than once a week.

Seller will, at Buyer's sole expense, arrange for a transfer of any applicable utility service to the Unit. All utility deposits and fees will be prorated accordingly.

Buyer is responsible for, and will obtain at its sole expense (1) any and all city, county, state and federal permits and licenses required for Buyer to operate the Unit and the JUICE IT UP!® Franchise and (2) all insurance required under the Franchise Agreement, any Lease or Sublease.

12.6 Captions.

Any titles or captions contained in this Agreement are for convenience of reference only and shall not be deemed part of the context of this Agreement.

12.7 Incorporation of Provisions Related to Dispute Resolution.

The provisions of the Franchise Agreement (which Buyer has received, reviewed and approved, with assistance of Buyer's independent legal counsel), including, without limitation, those providing for any dispute resolution process, shall apply to and govern this Agreement and any dispute between the parties (and/or involving any Affiliates) and are incorporated herein by reference and shall have the same effect as if fully set forth herein.

12.8 Severability.

If any provision of this Agreement is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

12.9 Entire Agreement.

The parties intend and agree that (1) this Agreement (together with any attachments) contains the final, complete and exclusive expression of the terms of the parties' agreement with respect to the subject matter of this Agreement and is the final expression of their intent and entirely supersedes and replaces any and all prior and/or concurrent understandings, agreements, inducements, prior course(s) of dealing, representations (financial or otherwise), promises, options, rights-of-first refusal, guarantees, warranties (express or implied) or otherwise (whether oral or written) between the parties with respect to the subject matter of this Agreement, (2) there are no prior and/or concurrent understandings, agreements, inducements, course(s) of dealing, representations (financial or otherwise), promises, options, rights-of-first refusal, guarantees, warranties (express or implied) or otherwise (whether oral or written) with respect to the subject matter of this Agreement which are not fully expressed in this Agreement (together with any attachments) and (3) no prior and/or concurrent understandings, agreements, inducements, course(s) of dealing, representations (financial or otherwise), promises, options, rights-of-first refusal, guarantees, warranties (express or implied) or otherwise (whether oral or written) of any kind or nature whatsoever with respect to the subject matter of this Agreement have been made by any party or anyone else, nor have been relied on by any party nor will have any force or effect.

This Agreement supersedes any prior understandings and agreements between Buyer and Seller respecting its subject matter. Buyer acknowledges that Buyer has had access to advice by Buyer's own independent legal counsel (which is strongly recommended by Seller), has conducted an independent investigation of the Assets and the related franchise and business, and recognizes that the business venture contemplated by this Agreement involves speculative business risks, there is no assurance of success and any results will be primarily dependent upon Buyer's ability as an independent businessperson.

Seller and its Affiliates expressly disclaim the making of, and Buyer acknowledges that Buyer has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, success or otherwise of the business venture contemplated by this Agreement and, in particular, Seller and its Affiliates make no representation as to the possible financial performance of the JUICE IT UP!® Unit that is the subject of this Agreement. THERE ARE, AND HAVE BEEN, NO REPRESENTATIONS, WARRANTIES, EARNINGS, REVENUE OR OTHER CLAIMS, AGREEMENTS, PROMISES, ARRANGEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, BETWEEN OR AMONG THE PARTIES HERETO RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT WHICH ARE NOT FULLY EXPRESSED HEREIN OR WHICH HAVE BEEN RELIED ON BY THE BUYER.

The Buyer has read, understood, had an opportunity to discuss and has agreed to, each provision of this Agreement and all other agreements and documents to be signed by the Buyer and Seller has recommended that Buyer have this Agreement and all other documents reviewed by Buyer's own independent legal counsel. The Buyer has not been under any compulsion to sign this Agreement or any other documents and all documents will be deemed to have been drafted by each party in equal parts and no presumptions or inferences concerning this Agreement's terms, interpretation or otherwise will result by reason of the fact that any party prepared any part of this Agreement, the Franchise Agreement or any other related document.

12.10 Amendment.

Any modification or change in or to this Agreement must be in writing and signed by each of the parties.

12.11 Insolvency.

No corporation, firm or person other than Buyer shall have or acquire any rights granted to Buyer hereunder by virtue of any bankruptcy, insolvency or assignment for the benefit of creditors or reorganization proceedings, or any receivership or other legal process, either under attachment, execution or otherwise, or in any manner whatsoever growing out of any proceeding or suit in law or in equity, without the prior written consent of Seller. In the event of any such proceeding being had or taken by or against Buyer or any assignee or successor in interest of Buyer's under any provisions of the law, including the various chapters of the bankruptcy act, or for the involuntary winding up of the Buyer or any assignee or successor in interest of Buyer's, without such proceeding being dismissed or such levies released within five (5) days therefrom, Seller shall have the option of terminating this Agreement and all rights of Buyer thereunder immediately. In the event of any proceeding to wind up or dissolve the Buyer, Seller shall have the option of terminating Buyer's rights under this Agreement immediately.

12.12 Remedies, Waivers, Limitation of Liability.

All rights and remedies of each party will be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or otherwise. The failure of any party to demand strict compliance with a covenant or condition hereunder shall not be a waiver of its rights to demand strict compliance in the future. In no event will any party's liability to the other in connection with this Agreement or the sale of the Assets exceed the Purchase Price.

12.13 Notices.

The notice provisions of the Franchise Agreement to be signed by the Buyer are incorporated in, and shall apply to, this Agreement.

12.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Acknowledgments.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT:

- (a) Buyer has entered into this Agreement as a result of its own independent investigation, after consultation with an attorney or other advisor(s) of its choice, and in any event not as a result of any representations of Seller, or its Affiliates, agents or representatives.
- (b) The success of the Unit will be primarily dependent upon the abilities and efforts of Buyer and its agents, and Seller, its Affiliates, agents and representatives have not made any representation that the Unit will be successful or profitable.

- (c) Buyer has not received and is not relying upon any financial projections or similar information or representations made by Seller, its Affiliates, agents or representatives.
- (d) A complete ready-to-sign copy of this Agreement and all other Agreements and documents was received by Buyer at least seven (7) days prior to the earlier of their execution by Buyer or Buyer's payment of any amounts, and a complete copy of the SJB Brands, LLC Franchise Disclosure Document, together with all attachments, was received by Buyer at least fourteen (14) days prior to the earlier of Buyer's execution of this Agreement or Buyer's payment of any amounts.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be duly executed as of the date first above written.

SELLER:

By:
Title: President

Sign here if "Buyer" is a natural person

BUYER (Individual[s])

Signature

Printed Name

Sign here if "Buyer" is a type of business entity

BUYER (Corp., LLC or Partnership)

Legal Name of Franchisee Entity

a _____
Jurisdiction of Formation

By: _____

Print Name _____

Signature _____

Title _____

Signature

Printed Name

Corporation, LLC or Partner-ship

ATTACHMENT 1

ASSETS INCLUDED (LIST BELOW)

INVENTORY AND SUPPLIES ON PREMISES AT CLOSING TO BE LISTED AT CLOSING

ATTACHMENT 2

PREMISES LEASE INFORMATION

BUYER WILL OCCUPY THE UNIT PREMISES UNDER THE FOLLOWING ARRANGEMENT:
(INITIAL SELECTION BELOW)

Buyer will sign a lease negotiated directly with the landlord of the Premises; or

Buyer will sign an assignment agreement for the existing lease on the Premises, which assignment and existing lease are attached to this Attachment; or

Buyer will sign a sublease agreement for the Premises, which sublease is attached to this Attachment. If this option is selected, you understand and agree that your rights under any sublease, unless you specifically negotiate more favorable terms to you directly with the landlord, are entirely subject to the Master Lessee's default under, right to cancel or not renew, and/or expiration of, its Master Lease.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be duly executed concurrently with the Asset Purchase Agreement.

SELLER:

By: _____

Title: President

Sign here if "Buyer" is a natural person

BUYER (Individual[s])

Signature

Printed Name

Signature

Printed Name

[Signatures continue next page]

Sign here if “Buyer” is a type of business entity

BUYER (Corp., LLC or Partnership)

Legal Name of Franchisee Entity

a _____
Jurisdiction of Formation

Corporation, LLC or Partner-ship

By: _____

Print Name _____

Signature _____

Title _____

ATTACHMENT 3

PERSONAL GUARANTY

Each of the undersigned, to induce SJB Brands, LLC ("Seller") to enter into a certain Asset Purchase Agreement, dated _____, with _____ [Buyer's Legal Name] ("Buyer"), unconditionally, jointly and severally, personally guarantees to Seller, its successors, or its assignees, the prompt full payment and performance of all obligations of Buyer that are or may become due and owing to Seller including, but not limited to, all obligations arising out of the Asset Purchase Agreement or any other agreement between the parties and all extensions or renewals of it in the same manner as if the Asset Purchase Agreement were signed between Seller and the undersigned directly, as Buyer.

Each of the undersigned expressly waives notice of the acceptance by Seller to or for the benefit of Buyer, of the purchase of inventory and goods by Buyer, the maturing of bills and the failure to pay the same, the incurring by Buyer of any additional future obligations and liability to Seller, and any other notices and demands. This Personal Guaranty will not be affected by the modification, extension, or renewal of any agreement between Seller and Buyer, the taking of a note or other obligation from Buyer or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Buyer of bankruptcy, insolvency, reorganization or other debtor relief afforded Buyer under the Federal Bankruptcy Act or any other state or federal statute or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Personal Guaranty will cover the terms and obligations of any modifications, notes, security agreements, extensions, or renewals. The obligations of the undersigned will be unconditional in spite of any defect in the validity of Buyer's obligations or liability to Seller, or any other circumstances whether or not referred to in this Personal Guaranty that might otherwise constitute a legal or equitable discharge of a surety or guarantor.

Without limiting the generality of any other provision of this Personal Guaranty, the undersigned hereby expressly waives: any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to the undersigned now or at any time hereafter, including, without limitation, under California Civil Code Sections 2787 to 2855, inclusive, and Civil Code Sections 2899 and 3433, and all successor sections; and all other principles or provisions of law, if any, that conflict with the terms of this Personal Guaranty, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety. The undersigned waives all rights and defenses arising out of an election of remedies. Without limiting the generality of the foregoing, the undersigned acknowledges that it has been made aware of the provisions of California Civil Code Section 2856, has read and understands the provisions of that statute, has been advised by its counsel (or has had an opportunity to consult with counsel and has not availed itself of such opportunity) as to the scope, purpose and effect of that statute, and based thereon, and without limiting the foregoing waivers, the undersigned agrees to waive all suretyship rights and defenses available to the undersigned that are described in California Civil Code Section 2856(a).

This is an irrevocable, unconditional and absolute guaranty of payment and performance and the undersigned agrees that his, her, or their liability under this Personal Guaranty will be immediate and will not be contingent upon the exercise or enforcement by Seller of whatever remedies it may have against Buyer or others, or the enforcement of any lien or realization upon any security Seller may at any time possess. The undersigned hereby further waives all rights to revoke this Personal Guaranty at any time, and all rights to revoke any agreement executed by the undersigned at any time to secure the payment and performance of the undersigned obligations under this Personal Guaranty.

The undersigned agrees that any current or future indebtedness by Buyer to the undersigned will always be subordinate to any indebtedness owed by Buyer to Seller. The undersigned will promptly modify

any financing statements on file with state agencies to specify that Seller's rights are senior to those of the undersigned.

The undersigned further agrees that as long as Buyer owes any money to Seller (other than royalty and advertising fund payments that are not past due) Buyer will not pay and the undersigned will not accept payment of any part of any indebtedness owed by Buyer to any of the undersigned, either directly or indirectly, without the consent of Seller.

The undersigned further agrees to be personally bound to perform the obligations and to refrain from performing the acts prohibited by the provisions of Section 12.2 (Confidentiality) of the Asset Purchase Agreement as though the undersigned had signed the Asset Purchase Agreement in the capacity of buyer. The undersigned consents to be bound by the provisions of Section 12.7 of the Asset Purchase Agreement for purposes of resolving any dispute or controversy arising out of or in connection with the undersigned's alleged performance of or failure to perform the obligations of this Personal Guaranty or Section 12.2 of the Asset Purchase Agreement.

In connection with any litigation or arbitration to determine the undersigned's liability under this Personal Guaranty, the undersigned expressly waives his, her, or its right to trial by jury and agrees to pay costs and reasonable attorney fees as fixed by the court or arbitrator.

If this Personal Guaranty is signed by more than one individual, each person signing this Personal Guaranty will be jointly and severally liable for the obligations created in this it.

This Personal Guaranty will remain in full force and effect until all obligations arising out of and under the Asset Purchase Agreement, including all renewals and extensions, are fully paid and satisfied.

IN WITNESS TO THE FOREGOING, the undersigned have signed this guaranty on this day of _____, 20 .

By: _____
(Signature)

By _____
(Signature)

(Printed name)

(Printed name)

% Ownership

% Ownership

(Signature of Spouse or Domestic Partner)

(Signature of Spouse or Domestic Partner)

(Printed name)

(Printed name)

EXHIBIT F
TO THE DISCLOSURE DOCUMENT
MANUAL TABLE OF CONTENTS

JUICE IT UP – THE MANUAL

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State Effective Dates

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

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

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

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT G-1
TO THE DISCLOSURE DOCUMENT
RECEIPT (YOUR COPY)

Exhibit G-1 – Receipt

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

If SJB offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale.

If SJB does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is SJB Brands, LLC, located at 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660. Its telephone number is (949) 475-0146.

The following are the names of the franchise sellers offering this franchise:

Susan Taylor – 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660, (949) 475-0146 x224

Carlo Verdugo – 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660, (916) 870-2466

SJB authorized the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a disclosure document dated March 22, 2024 that included the following Exhibits:

- | | | | |
|------|--|------|---|
| A. | State Administrators and Agents for Service of Process | D-1. | Roster of Franchisees |
| B. | Financial Statements | D-2. | Former Franchisees |
| C-1. | Franchise Agreement with Attachments | E. | Asset Purchase Agreement with Attachments |
| C-2. | Area Development Agreement with Attachments | F. | MANUAL Tables of Contents |
| C-3. | State-Specific Addendum | G-1. | Receipt (Your Copy) |
| C-4. | Statement of Prospective Franchisee | G-2. | Receipt (SJB's Copy) |
| C-5. | Addendum – Incentive Program for Qualified Veterans | | |

Date: _____

Franchisee: _____

Date: _____

Franchisee: _____

EXHIBIT G-2
TO THE DISCLOSURE DOCUMENT
RECEIPT (SJB'S COPY)

Exhibit G-2 – Receipt

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

If SJB offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale.

If SJB does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is SJB Brands, LLC, located at 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660. Its telephone number is (949) 475-0146.

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Carlo Verdugo – 24 Corporate Plaza Drive, Suite 100, Newport Beach, California 92660, (916) 870-2466

SJB authorized the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a disclosure document dated March 22, 2024 that included the following Exhibits:

- | | | | |
|------|--|------|---|
| A. | State Administrators and Agents for Service of Process | D-1. | Roster of Franchisees |
| B. | Financial Statements | D-2. | Former Franchisees |
| C-1. | Franchise Agreement with Attachments | E. | Asset Purchase Agreement with Attachments |
| C-2. | Area Development Agreement with Attachments | F. | MANUAL Tables of Contents |
| C-3. | State-Specific Addendum | G-1. | Receipt (Your Copy) |
| C-4. | Statement of Prospective Franchisee | G-2. | Receipt (SJB's Copy) |
| C-5. | Addendum – Incentive Program for Qualified Veterans | | |

Date: _____

Franchisee: _____

Date: _____

Franchisee: _____